

North Stoneham Public Art Project 1
‘Here/There Clock’ – Technical Design,
Fabrication, Installation, Maintenance.



Invitation to Tender

North Stoneham Park – Public Art Project 1
North Stoneham Park
Eastleigh, Hampshire
SO50 9RH

Doc Ref no: EBC/STONEHAM/004

Revisions:

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Invitation to Tender

Location:	North Stoneham Park Eastleigh Hampshire SO50 9RH
Return by Date:	Friday 28 August 2020, 5pm.
Pre-Construction Information	Please see Appendix G
Conditions of Contract	<p>A. Technical Design, Fabrication and Installation works will be under JCT Minor Works Building Contract with Contractor's Design - as per attached Preliminaries document.</p> <p>B. Follow-on Maintenance Contract will be under Eastleigh Borough Council standard Terms and Conditions for the supply of Services alongside an approved service package, to be agreed as part of these works.</p>
Programme	Please see appendix H.
Description of the Works	<p>Eastleigh Borough Council (EBC) seeks to appoint a suitably qualified and experienced design and fabrication contractor for the Implementation Stage of this Public Art Project.</p> <p>EBC has approved the Concept Design (RIBA Stages 1 – 3) of a Public Artwork by Michael Pinsky. The Artwork comprises a landmark freestanding clock that conveys real-time bus departure information.</p> <p>The Artwork is to be situated in a newly constructed Neighbourhood Square on the North Stoneham Park development in Eastleigh.</p> <p>The scope of this tender is through RIBA Stages 4 to 7 and requires the fabricator to work with the appointed artist to develop the approved Concept Design through Technical Design stages and provide Fabrication and Installation services. The Contract also requires a follow-on after-care annual service and maintenance package.</p> <p>Refer to Appendices E and F for Tender Drawings and Tender Specification.</p> <p>The works require:</p> <ul style="list-style-type: none"> • Full design responsibility including Principal Designer (CDM 2015) and Principal Contractor (CDM 2015);

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	<p>Note that at present the Artist, Michael Pinsky, is appointed as Principal Designer however this role is likely to be transferred to the Contractor as Technical Design Stage commences.</p> <ul style="list-style-type: none"> • The Contractor to work in a collaborative and co-operative manner with the Appointed Artist (Michael Pinsky); and, • Liaison and co-operation with the site Developer (Highwood) Construction team and local service providers such as Hampshire County Council Transport team and relevant Bus company. <p>The Tender requires:</p> <p>A. Technical Design of all elements of the Clock including:</p> <p>A.1. All electronics, software and mechanisms;</p> <p>A.2. Liaison with relevant bodies (such as bus service provider, and Hampshire County Council Transport team) in order that real-time systems are compatible.</p> <p>A.3. lettering and signage;</p> <p>A.4. Foundations; supporting pole and structure;</p> <p>A.5. Specification for installation including all fixings, fittings required to install and power the clock;</p> <p>A.6. And any other aspects arising to fulfil the Technical Design stage of these works.</p> <p>B. The Technical Design Stage must provide:</p> <p>B.1. a simple functional prototype to demonstrate and ensure the clock mechanism and software function according to the requirements of the commission, and;</p> <p>B.2. The production of technical information in a format suitable for submission for a Planning Application.</p> <p>C. Following approval of the Technical Design Stage, the Contract will proceed to Fabrication and Installation, which includes:</p> <p>C.1. Fabrication of approved Technical Design in accordance with approved drawings.</p> <p>C.2. Liaison with the Artist throughout fabrication and installation work stages.</p> <p>C.3. Liaison and co-operation with the site Developer (Highwood) Construction team with regard to supply of drawings, timing of works, site establishment, securing of boundaries etc.</p> <p>C.4. Delivery to site of completed works and full installation on site, including all electrical connections and IT connections to ensure it connects with the real-time bus data as specified and power supply as needed.</p>
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	<p>C.5. Provide testing all of electrical components and software for safety and functionality.</p> <p>C.6. A service, operation and maintenance manual, including As-Built drawings and specifications and wiring diagrams.</p> <p>C.7. A service and maintenance plan and schedule in place, to be provided as a follow-on service, including a call-out service, remote or otherwise in the event of malfunction.</p>
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1.0 Introduction

Eastleigh Borough Council wish to invite Contractors with the appropriate skills, experience, procedures and financial standing to submit a tender to work with an appointed artist to deliver a Public Artwork as described in this document.

The successful tenderer will be able to provide technical design and engineering skills appropriate to all aspects of the delivery of the Public Artwork described in this Brief. Use of suitably qualified sub-contractors where appropriate is acceptable however appropriate and consistent oversight throughout the project from the appointed Contractor is a requirement of this appointment.

1.1 Tenderers are required to fully acquaint themselves with the full extent of the nature of the works required to ensure that all labour, materials and plant required to complete the works are included within the tender.

1.2 This tender document is set out, and includes information, as follows:

- Appendix A - Envelope 1: Qualification Envelope: Supplier Selection Questionnaire;
- Appendix B - Envelope 2: Technical Envelope;
- Appendix C - Envelope 3: Commercial Envelope;
- Appendix D – Preliminaries;
- Appendix E – Tender Drawings;
- Appendix F – Tender Specifications;
- Appendix G – Pre-Construction Information;
- Appendix H – Programme;
- Appendix J – Project Team Structure;
- Appendix K – Work Schedules;
- Appendix L – Form of Collateral Warranty;
- Appendix M - CDP Employer's Requirements.
- Appendix N - Eastleigh Borough Council Standard Terms and Conditions for the Supply of Services (ref: Maintenance Package).

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2.0 Conditions of Contract

2.1 Following the evaluation of the quotations received, EBC will award in accordance with the following terms and conditions:

Form of Appointment	JCT Minor Works Building Contract with Contractor's Design.
Professional Indemnity Insurance Level	£5,000,000
Public Liability Insurance Level	£10,000,000
Employers Liability Insurance Level	£5,000,000
Collateral Warranty	To be provided in the favour of Funder/Purchaser/Tenant. To be twice assignable.
Contract Execution	To be executed as a Deed.
Payments	Monthly Valuations

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3 Timescales

- 3.1 Interested organisations are required to submit their quotation and their supporting documentation in English through the South East Business Portal e-tendering site (<https://sebp.due-north.com/>) by the following deadline:

Time: 5pm

Date: 28/08/2020

Please ensure that you allow sufficient time to upload your tender submission. Tender responses that are received late or incomplete will be rejected and will not be considered for acceptance.

- 3.2 All tender responses submitted must remain open for acceptance for a period of 90 days from the deadline date above.
- 3.3 Eastleigh Borough Council reserves the right not to accept any of the tender responses that they receive and not to award a contract in connection with these works or to terminate this procurement process at any time.

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4 Clarifications

- 4.1 Any questions concerning the requirement, or of a qualification, technical or commercial nature, must be submitted through the messages function of the South East Business Portal by 24/08/2020, 12 noon. No officers of EBC should be contacted directly in connection with this ITT and any supplier that attempts such contact may be disqualified.
- 4.2 All questions received will be treated anonymously and Eastleigh Borough Council's response will be shared with all of the tenderers.
- 4.3 Should it be considered necessary, EBC will seek clarification from suppliers on any elements of their quotation that they consider to be unclear.
- 4.4 Site visits are strictly by prior arrangement only and should be arranged with;

Alice Harwood
Principal Landscape Officer
Eastleigh Borough Council
023 8068 8353

alice.harwood@eastleigh.gov.uk

5 Quotation

- 5.1 For their quotation to be considered for acceptance, suppliers must complete in full each of the following sections:
 - Envelope 1: Qualification Envelope(electronic): Supplier Selection Questionnaire (SSQ);
 - Envelope 2: Technical Envelope (electronic);
 - Envelope 3: Commercial Envelope (electronic);
 - Completed Works Schedules (issued for completion within Appendix L)
- 5.2 Eastleigh Borough Council reserve the right to exclude any tender return where the supplier concerned has not completed all the documents noted in 5.1 above in full.

6 Financial Risk

- 6.1 As part of the evaluation of tender responses received, and in accordance with its responsibilities to safeguard the expenditure of public money, it is Eastleigh Borough Council's policy to consider the economic and financial standing of the suppliers concerned.

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- 6.2 For all suppliers that submit tenders, a financial risk analysis will be carried out using Creditsafe. The evaluation methodology will include a verification of company identity, credit limits, contract limits, accounts, turnover, risk rating, borrowing limits, contract sums and whether there are any payment disputes. The financial assessment will be carried out by an Eastleigh Borough Council CIPFA Qualified Accountant and will be assessed on a pass/fail basis.

7 Pricing

- 7.1 All prices must be fixed for the period of the works and be inclusive of all disbursements and expenses associated with the works, but exclusive of VAT.
- 7.2 Where requested, suppliers must provide a breakdown of their prices with appropriate descriptions.

8 Evaluation

- 8.1 Tender returns will be evaluated on the basis of the "most economically advantageous tender" and Eastleigh Borough Council will identify this using the selection criteria of 60% Technical/ 40% Price.

- 8.2 Qualification Envelope: Supplier Selection Questionnaire (SSQ)

Qualification Envelope questions are included in Appendix A of this document. The suitability and capability of suppliers to carry out these works will be determined by Eastleigh Borough Council based upon the responses received in the Qualification Envelope - Supplier Selection Questionnaire (SSQ). This section is scored entirely on a "pass or fail" basis.

- 8.3 Technical Envelope

Technical Envelope questions are included in Appendix B of this document. Suppliers must respond to all of these questions in sufficient detail in order to meet the minimum scoring requirement:

The responses to each of the technical questions will be evaluated by officers from Eastleigh Borough Council and scored from 0 to 5 using the Scoring Scale noted below. Each response must receive a minimum of 2 marks for the suppliers' quotation to be considered for acceptance.

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Scoring Scale

Score	Rating	Criteria for Awarding Score
0	Unacceptable	The information is omitted/no details provided, or irrelevant answer provided. Fail.
1	Poor	The Authority has serious reservations that the Tenderer understands the requirement in the question. The proposal provides very limited evidence and assurance that the relevant aspect of the service would be delivered to the expected standard and there are serious doubts about aspects of the response. Fail.
2	Fair	The submission is superficial and generic in its scope. The Authority has some reservations that the Tenderer understands the requirement in the question. The proposal provides some limited evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard.
3	Satisfactory	The Authority is reasonably confident that the Tenderer understands the requirement in the question and the proposal provides some satisfactory evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard.
4	Good	The submission is robust and well documented. The Authority is confident that the Tenderer understands the requirement in the question and the proposal provides good evidence and assurance that the relevant aspect of the service or requirement would be delivered to a good standard.
5	Excellent	The proposal is innovative and adds value. The Authority is completely confident that the Tenderer understands the requirement in the question and the proposal provides very good evidence and assurance that the relevant aspects of the service or requirement would be delivered to an excellent standard.

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8.4 Commercial Envelope

The prices received from suppliers will be evaluated on a standard deviation approach, relative to the lowest price. This means that the lowest priced tender will receive 100% with all other higher bids scored relative to the lowest price.

For example, where three tenders are received, if the lowest overall tender is £10,000, that tender will be awarded 100%. The second lowest bid received of £15,000 will therefore be awarded with 66.67% and the highest bid received at £17,500 will be awarded with 57.14%. These figures are then converted to a percentage score out of 40%.

The percentage out of 40% will then be added to the percentage quality score.

9 Confidentiality

- 9.1 All information that is provided to suppliers in connection with this ITT is considered to be of a confidential nature and should not be disclosed to a third party except for the purposes of preparing a quotation. Eastleigh Borough Council assures confidentiality to those contractors that submit quotations.
- 9.2 Copyright in the documents comprising the contract is vested in Eastleigh Borough Council but the successful Contractor may obtain, or make at their own expense, any further copies required for use by them in performing the contract.

10 Data Protection

- 10.1 The Service Provider shall at all times during the period of this Agreement comply with the provisions and obligations imposed by the General Data Protection Regulation 2018 (GDPR) and shall indemnify and keep Eastleigh Borough Council indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this clause.
- 10.2 The Service Provider shall ensure that, to the extent that it stores and processes data in connection with this Agreement, it shall comply with the provisions and obligations imposed on it by the GDPR.
- 10.3 The Service Provider shall also comply fully with all applicable guidelines issued by the Information Commissioner in the UK from time to time.

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- 10.4 Eastleigh Borough Council shall on giving reasonable notice to the Service Provider be entitled to audit the procedures of the Service Provider (which shall include the right to enter the Service Provider's premises and/or view the Service Provider's systems) for the purposes of ensuring compliance with this clause and to take any reasonable steps to satisfy itself that the Service Provider is so complying.
- 10.5 In the event that the Service Provider becomes aware that it or any of its staff, agents or representatives are processing data in contravention of this clause, the Service Provider shall promptly give written notice to Eastleigh Borough Council with full details of such contravention.
- 10.6 The Service Provider will provide data processed under this Agreement in its possession as requested by Eastleigh Borough Council from time to time in accordance with the time-scale specified by Eastleigh Borough Council. Where Eastleigh Borough Council requests data for the purpose of complying with a request, including a data subject access request under the GDPR, the Service Provider will retrieve the relevant data and provide a full copy of such to Eastleigh Borough Council as soon as is possible but in any event within five (5) Working Days of such a request being made.
- 10.7 The Service Provider will co-operate and provide reasonable assistance with any proceedings or inquiry by Eastleigh Borough Council, an affected data subject and/or the Information Commissioner or other body authorised by statute which are concerned with the GDPR in connection with data processed under this Agreement.
- 10.8 The Service Provider will on termination, or expiry of this Agreement and at the request of Eastleigh Borough Council, either return to Eastleigh Borough Council, or destroy the data, processed under this Agreement (and all copies of such data) in the Service Provider's possession or other as directed by Eastleigh Borough Council.

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Appendix A

Envelope 1 - Qualification Envelope: Supplier Selection Questionnaire (SSQ)

Part 1: Potential Supplier Information

Section 1	Potential Supplier Information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status; a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes/ No/ N/A
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes/ No
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i) please provide additional details of what is required and confirmation that you have complied with this.	

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1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one); a) Voluntary Community Social Enterprise b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ¹ ?	Yes/ No
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ² - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ³ (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

¹ See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

² UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

³ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

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Please provide the following information about your approach to this procurement:

Section 1	Bidding model		
Question number	Question	Response	
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes/ No If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.	
1.2(a) - (ii)	Name of group of economic operators (if applicable)		
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.		
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes No	
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.		
	Name		
	Registered address		
	Trading status		
	Company registration number		
	Head Office DUNS number (if applicable)		
	Registered VAT number		
	Type of organisation		
	SME (Yes/No)		
	The role each sub-contractor will take in providing the works		
	The approximate % of contractual obligations assigned to each sub-contractor		

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Contact Details and Declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name:	
1.3(b)	Name of organisation:	
1.3(c)	Role in organisation:	
1.3(d)	Telephone:	
1.3(e)	Email:	
1.3(f)	Postal address:	
1.3(g)	Signature:	
1.3(h)	Date:	

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Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Part 2 Section 1	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out at the following web address which should be referred to before completing these questions (please paste the link below into a web browser to access):</p> <p>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the web address noted above.</p>	
	Participation in a criminal organisation.	Yes/ No If Yes please provide details at 2.1(b)
	Corruption.	Yes/ No If Yes please provide details at 2.1(b)
	Fraud.	Yes/ No If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes/ No If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing.	Yes/ No If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings.	Yes/ No If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details;</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction:</p> <p>Identity of who has been convicted:</p> <p>If the relevant documentation is available electronically please provide</p>	

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	the web address, issuing authority and the precise reference of the documents.	
2.2	If you have answered yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion?	Yes/ No
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	Yes/ No
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

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Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on the web page link provided in 2.1 (a), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world if any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes/ No If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes/ No If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes/ No If yes please provide details at 3.2
3.1 (d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes/ No If yes please provide details at 3.2
3.1 (e)	Guilty of grave professional misconduct?	Yes/ No If yes please provide details at 3.2
3.1 (f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes/ No If yes please provide details at 3.2
3.1 (g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes/ No If yes please provide details at 3.2
3.1 (h)	Been involved in the preparation of the procurement procedure?	Yes/ No If yes please provide details at 3.2

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3.1 (i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes/ No If yes please provide details at 3.2
3.1 (j)	Please answer the following statements	
3.1 (j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes/ No If Yes please provide details at 3.2
3.1 (j) - (ii)	The organisation has withheld such information.	Yes/ No If Yes please provide details at 3.2
3.1 (j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes/ No If Yes please provide details at 3.2
3.1 (j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes/ No If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion?	

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Part 3: Selection Questions

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	<p>Are you able to provide a copy of your audited accounts for the last two years, if requested?</p> <p>If you have answered no, can you provide one of the following: (Answer yes/no in the relevant box?)</p> <p>(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.</p> <p>(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.</p> <p>(c) Alternative means of demonstrating financial status if any of the above is not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p>	<p>Yes/ No</p> <p>Yes/ No</p> <p>Yes/ No</p> <p>Yes/ No</p>
4.2	The minimum financial threshold for this procurement is a turnover of £160,000, please self-certify by answering 'Yes' or 'No' that you meet this turnover threshold.	Yes/ No

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation:		
Relationship to the Supplier completing these questions:		
5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes/ No
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes/ No

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5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes/ No
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Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of two contracts in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then two separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (two examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p>
Contract 1	
Name of customer organisation:	
Point of contact in the organisation:	
Position in the organisation:	
E-mail address:	
Contract start date:	
Contract completion date:	
Estimated contract value:	
Description of the Contract (Maximum 500 words)	

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Contract 2	
Name of customer organisation:	
Point of contact in the organisation:	
Position in the organisation:	
E-mail address:	
Contract start date:	
Contract completion date:	
Estimated contract value:	
Description of the Contract (Maximum 500 words)	
6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s).</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries).</p>

Section 7	Modern Slavery Act 2015: Requirements under the Modern Slavery Act 2015	
7.1	Are you a relevant commercial organisation as defined by section 54 of the Modern Slavery Act 2015 (Transparency in Supply Chains)	Yes/ No
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes Please provide the relevant URL
Eastleigh Borough Council		22

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	No Please provide an explanation below

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions	
8.1	Insurance	
8.1.1	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below by indicating yes or no:</p> <p>Professional Indemnity Insurance Level £5,000,000 Public Liability Insurance Level £10,000,000 Employers Liability Insurance Level £5,000,000</p> <p>It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	
8.2	Compliance with Equality Legislation	
8.2.1	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	Yes/No
8.2.2	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?</p> <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date. If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action</p>	Yes/ No

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	<p>(if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	
8.2.3	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes/ No
8.3	Environmental Management	
8.3.1	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or Authority (including local Authority)?</p> <p>If your answer to this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	Yes/ No
8.3.2	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	Yes/ No
8.4	Health and Safety	
8.4.1	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	Yes/ No
8.4.2	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	Yes/ No

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8.4.3	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes/ No
8.4.4	<p>In accordance with Managing and Working with Asbestos L143 Code of Practice and CAR 2012, please confirm that you or a member of your company has undertaken the following asbestos training and holds current certification;</p> <ul style="list-style-type: none"> Asbestos Awareness Training (Category A) Non-licensable work, including Notifiable Non-licenced Work (Category B) 	<p>Yes/ No</p> <p>Yes/ No</p>
8.4.5	Confirm that your workforce holds CSCS cards appropriate to their role.	Yes/No
8.4.6	Has your organisation had any contracts terminated in the last 3 years, ever not had a contract renewed for failure to perform to the terms of the contract or any contracts where the customer has claimed damages?	Yes/ No

Section 9	Business Activities
9.1	What are the main business activities of your organisation

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Appendix B

Envelope 2 - Technical Envelope

Suppliers must respond to each of these questions in sufficient detail in order to meet the minimum scoring requirement. Please note the word count and page limits stated. Exceeding these will invalidate your tender response.

Q. 1	Response to Outline Specification and Deliverables.
	<p>The outline Specification and Deliverables are given in Appendices E and F. Please provide your Method Statement for taking the Concept Design as shown in Appendix E through Technical Design, Fabrication to Installation of the completed and fully functional Artwork.</p> <p>(40%)</p>
No page limit applies	
Q. 2	Skills Knowledge & Experience
	<p>Provide person profiles to include experience, qualifications and membership of professional bodies for the key personnel that are to be assigned roles on this project.</p> <p>Your response should be based on technical capabilities and demonstrate experience in similar projects.</p> <p>(20%)</p>
Response 500 words maximum per profile	
Q. 3	Risk
	<p>Identify the three greatest risks that you consider will require treating as part of your works on this project. Include the following for each risk:</p> <p>Cause and Effect;</p>

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	<p>Impact; Likelihood; Severity; Financial Impact; Proposed Mitigations.</p> <p>(20%)</p>
Three sides A4 maximum	
Q. 4	Similar Experience
	<p>With reference to the contracts detailed by you in your response to section 6, please provide examples of how you successfully managed working relationships between stakeholders throughout each RIBA Work Stage.</p> <p>(20%)</p>
Four sides A4 maximum	

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Appendix C

Envelope 3 - Financial Envelope

Form of Tender

The Form of Tender is in five parts;

- Part 1: Tenderer's contact details
- Part 2: Acknowledgement and undertaking
- Part 3: Tender Sum
- Part 4: Statement of interest
- Part 5: Collusive tendering certificate

You must complete and return all four parts. Each part must be signed by representatives who are authorised on behalf of the tenderer.

Part 1: Tenderer's contact details

Name of Tenderer:

Registered office address:

Business address (if different):

Name of Contact:	
Tel. no:	Fax no:
E-mail address:	

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Part 2: Acknowledgement and undertaking

1. I/ We acknowledge that Eastleigh Borough Council has invited us to tender for the Technical Design, Fabrication, Installation and Maintenance of the Public Artwork (Here/There Clock) as designed by the appointed Artist Michael Pinsky.
2. I/ We acknowledge that we have examined the documents and the terms and conditions of contract and have had the opportunity to ask Eastleigh Borough Council for clarification and to propose changes before we submit our tender.
3. I/ We acknowledge that we have received notice of any changes to the documents or the terms and conditions or both that Eastleigh Borough Council are prepared to accept.
4. I/ We acknowledge that Eastleigh Borough Council has made clear to us that it will not enter into any negotiations whatsoever on the terms and conditions of contract after the latest date for submission of tenders.
5. In consideration of Eastleigh Borough Council inviting us to tender for this contract, we agree and declare that our tender is not qualified by or conditional upon any changes to the documents or the terms and conditions of contract, other than those (if any) which Eastleigh Borough Council has advised us it is prepared to accept.
6. I/ We undertake that, if our tender is acceptable to Eastleigh Borough Council, we will not seek to introduce or negotiate any changes to the terms and conditions of contract or to delay execution or signature of the contract documents by reason of any such changes.
7. I/ We acknowledge that we have had the opportunity to take legal, commercial and insurance advice from our professional advisers before making this tender.

Signed:
Name in capitals:
Position in company:
This signatory is authorised to sign this Acknowledgement and Undertaking for and on behalf of (tenderer):
Date:

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Part 3: Tender Sum

Offer for a contract for: Technical Design, Fabrication and Installation of the Public Artwork (Here/There Clock) as designed by the appointed Artist Michael Pinsky.

To: Eastleigh Borough Council, Eastleigh House, Upper Market Street, Eastleigh SO50 9YN.

1. We have examined the instructions to tenderers and conditions of contract and all other documents issued by Eastleigh Borough Council for the supply of works in connection with the above contract.

2. I/We having read the Tender Documents and having examined the Drawings, Specifications, Contract Conditions, Appendices and other documents referred to therein, do hereby offer to execute and complete the design and construction of the whole of the Works described for the fixed price sum of:

£..... excluding VAT (as detailed in the attached completed work schedules).

I/ We undertake to complete the works within(contractor to insert) weeks from the date of possession. All periods of time stated are inclusive of public and building industry holidays and exclude night and weekend working.

3. Should our tender be accepted, we undertake to execute a formal agreement incorporating the documents mentioned above. Until such an agreement is executed, this Form of Tender and the acceptance hereof by Eastleigh Borough Council shall constitute a binding contract between us.

4. We acknowledge and understand that the insertion by us of any conditions qualifying our tender or any unauthorised alteration to any of the tender documents shall cause our tender to be rejected.

5. We understand and accept Eastleigh Borough Council's requirement for genuine competition in tender procedures, in order to achieve best value. In consideration of your inviting us to tender, we undertake not to do any of the acts (a) to (f) mentioned below. We understand that you will reject our tender if you have reason to believe we have done any of those acts, or have otherwise jeopardised the genuine competition of the tender procedure and that you may report us to the Office of Fair Trading or the Metropolitan Police or both. We understand that you may take steps, including proceedings through the courts, to recover from us any costs or losses incurred by the Council as a result of our anti-competitive behaviour.

We certify that this is a bona fide tender and we have not;

- (a) entered into any agreement with any other person with the aim of preventing tenders being made or as to the amount of any tender or the conditions upon which any tender is made;
- (b) informed any other person of the amount or approximate amount of our tender or any other details of our tender, except where such disclosure was necessary to obtain insurance quotations required for the preparation of the tender or to take advice from our legal and financial advisers;

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- (c) caused or induced any person to enter into such an agreement as mentioned in paragraph (a) above or to inform us of the amount or approximate amount of any other tender for the contract;
- (d) sought or obtained any confidential information from an employee, ex-employee, consultant or member of Eastleigh Borough Council;
- (e) directly or indirectly canvassed any member, officer, servant or agent of Eastleigh Borough Council concerning the acceptance of any tender or directly or indirectly obtained or attempted to obtain from any member or officer, information concerning any other tenderer or any tender submitted by another tenderer;
- (f) offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this tender or any other tender or proposed tender for the Works any act of the sort described in paragraphs 4(a), (b), (c), (d) or (e).

We also undertake not to do any of the acts mentioned in paragraphs 4(a), (b), (c), (d), (e) or (f) before the latest date and time specified for return of tenders for the contract. In this paragraph, "person" includes companies, firms and unincorporated associations and "agreement" includes any arrangement, whether formal or informal and whether legally binding or not. We also certify that we are not a party to any scheme or arrangement under which any other tenderer may be reimbursed any part of his/her tender cost.

- 6. We agree that Eastleigh Borough Council may, at their sole discretion, contact any third parties quoted in our tender proposals and may, if they so wish, make inspections of completed projects, the details of which will be provided, if required by Eastleigh Borough Council.
- 7. We agree that this tender shall remain open for acceptance by you and shall not be withdrawn for a period of **90 days** from the latest date for return of tenders.
- 8. We acknowledge that you are not bound to accept the lowest or any tender you may receive, and that you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.
- 9. We acknowledge that the Freedom of Information Act 2000 gives a general right of access to information held by public authorities and that Eastleigh Borough Council's decision on what information will be released in response to an access request is final. We understand that either Eastleigh Borough Council may apply relevant exemptions in appropriate cases.

Signed:
Name in capitals:
Position in company:
This signatory is authorised to sign this acknowledgement and undertaking for and on behalf of (tenderer):
Date:

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Part 4: Statement of Interest

Any organisation failing to disclose relationships may be disqualified from being invited to quote or tender.

I / we confirm that no officer, employee or consultant of our organisation is an employee or ex-employee of Eastleigh Borough Council.

I / we confirm that no officer, employee or consultant of our organisation is connected to an employee or ex-employee of Eastleigh Borough Council.

I / we confirm that no officer, employee or consultant of our organisation is an elected member of the Council or someone who has been an elected member in the last 4 years.

I / we confirm that no officer, employee or consultant of our organisation is related to or otherwise connected with an elected member of Eastleigh Borough Council.

I / we confirm that no officer, employee or consultant of our organisation is involved directly, or indirectly, in providing services to the Eastleigh Borough Council

I / we confirm that no officer, employee or consultant of our organisation, is involved in any other organisation/company that may be interested in bidding for Eastleigh Borough Council' Works under this tender procedure.

Please use this space to declare any interests that are in conflict with the above statements:

Signed:

Name in capitals:

Position in company:

This signatory is authorised to sign this acknowledgement and undertaking for and on behalf of (tenderer):

Date:

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Part 5: Collusive Tendering Certificate

Tenderers should read the attached documents before signing this Certificate.

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

1. Communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the appropriate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
2. Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
3. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described below.

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

Signed:

.....

On behalf of:

.....

.....

Date:

.....

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Appendix D

Preliminaries

North Stoneham Park Public Art Project 1 Implementation, Design & Build Fabrication Contract

Inspection Draft

04 August 2020

This document includes:

Code	Section	Revision	Dated
A10	PROJECT PARTICULARS		
A11	TENDER AND CONTRACT DOCUMENTS		
A12	THE SITE/ EXISTING BUILDINGS		
A13	DESCRIPTION OF THE WORK		
A20	JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (MWD)		
A30	TENDERING/ SUBLETTING/ SUPPLY		
A31	PROVISION, CONTENT AND USE OF DOCUMENTS		
A32	MANAGEMENT OF THE WORKS		
A33	QUALITY STANDARDS/ CONTROL		
A34	SECURITY/ SAFETY/ PROTECTION		
A35	SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING		
A36	FACILITIES/ TEMPORARY WORK/ SERVICES		
A37	OPERATION/ MAINTENANCE OF THE FINISHED WORKS		
A40	CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF		
A41	CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION		
A42	CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES		
A43	CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT		
A44	CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS		
A50	WORK/ PRODUCTS BY/ ON BEHALF OF THE EMPLOYER		
A53	WORK BY STATUTORY AUTHORITIES/ UNDERTAKERS		
A54	PROVISIONAL WORK/ ITEMS		
A55	DAYWORKS		

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A10 PROJECT PARTICULARS

110 THE PROJECT

- Name: North Stoneham Park Project 1 - 'Here/There' Clock - Technical Design, Fabrication, Installation..
- Nature: Public Artwork comprising Real-Time bus arrivals display, to be delivered in accordance with Artists' Concept .
- Location: Neighbourhood Square, North Stoneham Park, Eastleigh.
- Length of contract: 6 to 10 months, subject to detailed programme -Contractor to propose.

120 EMPLOYER (CLIENT)

- Name: Eastleigh Borough Council.
- Address: Eastleigh House, Upper Market Street, Eastleigh, SO50 9YN .
- Contact: Alice Harwood.
- Telephone: 023 8068 8353.
- E-mail: alice.harwood@eastleigh.gov.uk.

130 PRINCIPAL CONTRACTOR (CDM)

- Name: Principal Contractor to be the Contractor appointed under this Tender .
- Address: To be appointed.
- Contact: _____.
- Telephone: _____.
- E-mail: _____.

140A CONTRACT ADMINISTRATOR

- Name: Eastleigh Borough Council.
- Address: Eastleigh House, Upper Market Street, Eastleigh, SO50 9YN .
- Contact: Alice Harwood.
- Telephone: 02380688353.
- E-mail: alice.harwood@eastleigh.gov.uk.

150 PRINCIPAL DESIGNER

- Name: Michael Pinsky.
- Address: 88 Gifford Street, London, N1 0DF.
- Contact: Michael Pinsky.
- Telephone: 020 7607 9924.
- E-mail: michael@michaelpinsky.com.

200 CONSULTANTS

- Description: Artist.
- Name: Michael Pinsky.
- Address: 88 Gifford Street, London, N1 0D.
- Telephone: 020 7607 9924.

A11 TENDER AND CONTRACT DOCUMENTS

110 TENDER DRAWINGS

- The tender drawings are: in Appendix E .

120 CONTRACT DRAWINGS

- The Contract Drawings: The same as the tender drawings.

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: The site is a Neighbourhood Square with bus stop due to be constructed in Autumn at the North Stoneham Park development in Eastleigh .

120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

- Description: none.

140 EXISTING UTILITIES AND SERVICES

- Drawings: (Information shown is indicative only): Services will be supplied to the site as part of the developers construction works. Details will be supplied when available. .
- Other information: _____.

200 ACCESS TO THE SITE

- Description: By arrangement with Contract Administrator .
- Limitations: Parts of the development site are completed and occupied and may be visited at any time. The location for the Neighbourhood Square is accessible by appointment only .

210 PARKING

- Restrictions on parking of the Contractor's and employees' vehicles: to be confirmed.

220 USE OF THE SITE

- General: Do not use the site for any purpose other than carrying out the Works.
- Limitations: limited working hours may apply due to residential location, depending on occupancy at time of installation .

230 SURROUNDING LAND/ BUILDING USES

- General: Adjacent or nearby uses or activities are as follows:
 - Residential development, Public Open Space, Highway infrastructure .

240 HEALTH AND SAFETY HAZARDS

- General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However the following hazards are or may be present:
 - information to be supplied by Developer.
- Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
- Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

A13 DESCRIPTION OF THE WORK

110 PREPARATORY WORK BY OTHERS

- Works: Carried out under a separate contract and completed before the start of work on site for this Contract.
- Description: Approved Concept Design completed.

120 THE WORKS

- Description: The scope of this tender is through RIBA Stages 4 to 7 and requires the fabricator to work with the appointed artist to develop the approved Concept Design through Technical Design stages and provide Fabrication and Installation services. The Contract also requires a follow-on after-care annual service and maintenance package. .

130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

- Description: Highwood Group Design Team completing detailed design for Hard and Soft Landscape for Neighbourhood Square, the destination site for the Works. .

140 COMPLETION WORK BY OTHERS

- Description: To be confirmed as site construction work proceeds.

A20 JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (MWD)

JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN

- The Contract: JCT Minor Works Building Contract with Contractor's Design 2016 Edition.
- Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

First - THE WORKS AND THE CONTRACT ADMINISTRATOR

- The work comprises: The scope of this tender is through RIBA Stages 4 to 7 and requires the fabricator to work with the appointed artist to develop the approved Concept Design through Technical Design stages and provide Fabrication and Installation services. The Contract also requires a follow-on after-care annual service and maintenance package .
- Architect/ Contract Administrator: See clause A10/140.

Second - CONTRACTOR'S DESIGNED PORTION

- The Works include the design and construction of:
 - The scope of this tender is through RIBA Stages 4 to 7 and requires the fabricator to work with the appointed artist to develop the approved Concept Design through Technical Design stages and provide Fabrication and Installation services. The Contract also requires a follow-on after-care annual service and maintenance package .

Third - CONTRACT DOCUMENTS

- Contract drawings: As listed in clause A11/120.
Contract documents: The following have been prepared which show and describe the work to be done A specification.

Fourth - PRICED DOCUMENTS

- Documents to be priced or provided by the Contractor: Work schedules.

ARTICLES

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.

- 4 and 5 - PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR
- Articles 4 and 5 will be deleted.

CONTRACT PARTICULARS

Fifth Recital and Schedule 2 - BASE DATE

- Base date: _____.

Fifth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)

- Employer at base date _____ a 'contractor' for the purposes of the CIS.

Sixth Recital - CDM REGULATIONS

- The project _____ notifiable.

Seventh Recital - FRAMEWORK AGREEMENT

- Framework agreement: _____.
- Details:
 - Date: _____.
 - Title: _____.
 - Parties: _____.

Eighth Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

- Collaborative working: Supplemental Provision 1 _____.
 - Health and safety: Supplemental Provision 2 _____.
 - Cost savings and value improvements: Supplemental Provision 3 _____.
 - Sustainable development and environmental considerations: Supplemental Provision 4 _____.
 - Performance indicators and monitoring: Supplemental Provision 5 _____.
 - Notification and negotiation of disputes: Supplemental Provision 6 _____.
- Where Supplemental Provision 6 applies, the respective nominees of the parties are:
- Employer's nominee: _____
 - Contractor's nominee: _____

Or such replacement as each party may notify to the other from time to time.

Article 7 - ARBITRATION

- Article 7 and Schedule 1 _____.

Clause 2.3 - COMMENCEMENT AND COMPLETION

- Works commencement date: _____.
- Date for Completion: _____.

Clause 2.9 - LIQUIDATED DAMAGES

- At the rate of _____ per _____.

Clause 2.11 - RECTIFICATION PERIOD

- Period: _____ from the date of practical completion.

Clause 4.3 - INTERIM PAYMENTS

- Interim Valuation Dates:
 - The first Interim Valuation Date is: _____.
 - Thereafter at intervals of: _____.
- Payments due prior to practical completion:
 - Percentage of total value of the work etc.: _____.
- Payments becoming due on or after practical completion:
 - Percentage of the total amount to be paid: _____.

Clause 4.3 and 4.8 - FLUCTUATIONS PROVISION

- The following fluctuations provision applies: _____.
- Where Schedule 2 applies, the percentage addition (paragraph 13) is _____.

Clause 4.8.1 - SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED

- Period: _____ from the date of practical completion.

Clause 5.3 - CONTRACTOR'S PUBLIC LIABILITY INSURANCE - INJURY TO PERSONS OR PROPERTY

- The required level of cover for any one occurrence or series of occurrences arising out of one event:
 - Not less than: _____.

Clauses 5.4A, 5.4B and 5.4C - INSURANCE OF THE WORKS, ETC. - ALTERNATIVE PROVISIONS

- Clause _____ applies.
- Where clause 5.4A or 5.4B applies, percentage to cover professional fees: _____.
- Where clause 5.4C applies, insurance arrangements - details of the required policy or policies: _____.

Clause 7.2 - ADJUDICATION

- The Adjudicator is: _____.
- Nominating body: _____.

Schedule 1 paragraph 2.1 - ARBITRATION

- Appointor of Arbitrator (and of any replacement): President or a Vice president of the: _____.

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.4 - RECKONING PERIODS OF DAYS

- Amendments: _____.

1.8 - APPLICABLE LAW

- Amendments: _____.

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

JCT PUBLIC SECTOR SUPPLEMENT

- Document: The JCT Public Sector Supplement 2011 - Fair Payment, Transparency and Building Information Modelling.
- Fair Payment provisions _____.
- Transparency provisions _____.
- Building information modelling provisions _____.
 - The BIM protocol _____.

EXECUTION

- The Contract: Will be executed _____.

CONTRACT GUARANTEE BOND

- Contract Guarantee Bond: _____.

A30 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: _____.
- Arithmetical errors: _____ is dominant.

145 TENDERING PROCEDURE

- General: In accordance with NBS Guide to Tendering for Construction Projects.
- Errors: _____ is to apply.

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 _____.
- 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: _____.

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

- Schedule of rates (unpriced): Included with the tender documents. The Contractor may insert additional items. All items must be fully priced.
- Fully priced copy: Submit _____.

440 SCHEDULE OF RATES

- Content: Provide rates for all significant items of work including at least the following:
 - _____.
- Fully priced copy: Submit _____.

500 TENDER STAGE METHOD STATEMENTS

- Method statements: Prepare, describing how and when the following is to be carried out:
 - _____.
- Statements: Submit _____.

510 ALTERNATIVE METHOD TENDERS

- General: In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.
- Alternative tenders: Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.
- Safety method statement: Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
- Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.
- Submit: _____.

515 ALTERNATIVE TIME TENDERS

- General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.
- Date for completion: If any such tender is accepted the date for completion inserted in the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.

520 DESIGN DOCUMENTS

- Scope: Include the following in the Contractor's Proposals:
 - Design drawings: _____.
 - Technical information: _____.
- Submit: With tender.

530 SUBSTITUTE PRODUCTS

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

545 BIM EXECUTION PLAN (BEP)

- The Precontract Plan
 - Contents: _____.
 - Submit: _____.
- The Post Contract Plan: Update and resubmit as described in the Employers Information Requirements (EIR).

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: _____.

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: _____.
- Submit with tender.

595 ENVIRONMENTAL POLICY

- Employer's Environmental Policy:
 - Location: See A11/180.
 - Evidence of compliance: Submit: _____.
- Project Environmental Management System: Develop a system compatible with the Employer's policy.
 - Format: _____.
 - Specific Requirements: _____
 - Submit: _____.
- Supporting information: Supply as necessary, including:
 - Information: _____.
 - Format: _____.
 - Submit: _____.

596 ENVIRONMENTAL TARGETS

- BREEAM targets:
 - CO2 or energy arising from site activities _____.
 - CO2 or energy arising from transport to and from site _____.
 - Water consumption arising from site activities _____.
 - Air (dust) pollution arising from the site _____.
 - Water (ground and surface) pollution occurring on the site _____.
 - 80% of site timber is responsibly sourced and 100% is legally sourced.
- Compliance: Monitor and submit report: Within one week of request.

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.

SUBLETTING/ SUPPLY

640 'LISTED' DOMESTIC SUBCONTRACTORS

- General: The work listed below and described in the Contract Documents must be carried out by persons identified in a list as provided for in clause A30/645:
 - The work: _____.
 - Enter into a contract with one of the following:
_____.

645 'LISTED' DOMESTIC SUBCONTRACTORS

- General: Contract Documents provide that certain work must be carried out by a person of the Contractor's choice selected from a list of not less than three persons given therein.
- The selected person: Will become a subcontractor as provided for in the Contract Condition for Subletting.
- Additions to lists:
 - The Employer or Employer's representative may, but only with the consent of the Contractor which shall not be unreasonably withheld, add additional person(s) to the list at any time prior to the execution of a binding subcontract agreement.
 - The Contractor may, but only with consent, which will not be unreasonably withheld, add additional persons to the list and must, if requested, submit (in an approved form) evidence of the suitability of such additional person(s). Wherever possible, submissions for addition of person(s) must be made, and consent obtained, before return of the tender. When any submission for addition of person(s) is made with the tender the consequences, if any, to the tender price compared to the use of the listed persons are to be made clear or the tender will be treated as qualified.
- Shortage of names: If at any time prior to execution of a binding subcontract agreement less than three persons named in the list (including any persons added as provided above) are able and willing to carry out the relevant work, give notice without delay. The Employer will then forthwith add the names of other persons as provided above so that the list comprises not less than three such persons, or confirm that no names will be added. If the Employer fails to do either within one week of the Contractor's notification the Contractor, who may subcontract in accordance with the Contract, must carry out the work.
- Agreement: Before the start of work to which the list relates enter into a binding subcontract agreement and confirm that this has been done, giving the name of the selected subcontractor.

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 person or legal entity under whose name or trademark the particular product, component or system is marketed
 - Product reference: the proprietary brand name and/ or identifier by which the particular product, component or system is described.
- 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

410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

- Additional copies: Issued free of charge.

410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

- Additional copies: Issued on request and charged to the Contractor.

440 DIMENSIONS

- Scaled dimensions: Do not rely on.

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.

480 TECHNICAL DOCUMENTS

- Reference documents: Available for inspection by appointment during the normal office hours at the office of _____.
- Document titles:
 - _____.

DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

600 CONTRACTOR'S DESIGN INFORMATION

- General: Complete the design and detailing of parts of the Works as specified.
- Provide:
 - Production information based on the drawings, specification and other information.
 - Liaison to ensure coordination of the work with related building elements and services.
- Master programme: Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
- Information required: _____.
 - Format: _____.
 - Number of copies: _____.
- Submit: Within one week of request.

- 620 AS BUILT DRAWINGS AND INFORMATION
- Contractor designed work: Provide drawings/ information:
- _____.
 - Submit: At least two weeks before date for completion.
- 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: _____.
- 650 ENERGY RATING CALCULATION
- Calculation documentation:
 - Number of copies: _____.
 - Deliver to: Energy Performance Certificate Assessor and also lodge in the Building Manual.
- 660 ENVIRONMENTAL ASSESSMENT INFORMATION
- Scheme type: _____.
 - Assessment information:
 - Provide the following: _____.
 - Format: _____.
 - Submit: Within one week of request.

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.
- 115 CONSIDERATE CONSTRUCTORS SCHEME
- Registration: Before starting work, register the site and pay the appropriate fee:
 - Contact:
 - Address: Considerate Constructors Scheme Office, PO Box 75, Great Amwell, Ware, Hertfordshire, SG12 0YX.
 - Tel. 01920 485959.
 - Fax. 01920 485958.
 - Free phone 0800 7831423
 - Web. www.ccscheme.org.uk
 - E mail. enquiries@ccscheme.org.uk
 - Standard: Comply with the Scheme's Code of Considerate Practice.
 - Minimum compliance level: _____.

117 CONSTRUCTING BETTER HEALTH SCHEME

- Membership: Register and submit evidence of registration.
- Contact:
Constructing Better Health, B&CE Building, Manor Royal
Crawley, West Sussex
RH10 9QP

Tel: 0845 873 7726

Email: info@cbhscheme.co.uk

Website: www.cbhscheme.co.uk

118 VEHICLE SAFETY REQUIREMENTS

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

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.

125 PROFESSIONAL INDEMNITY INSURANCE

- Provide and maintain insurance in respect of Contractor Designed Works:
 - Level of cover: _____.
 - Period of insurance for these purposes: _____.
- Amount of indemnity required: £ _____.
- Limit of cover for pollution/ contamination claims (If none is stated, the required level of cover shall be the full amount of the indemnity cover stated): £ _____.
- Expiry of required period of CDP Professional Indemnity insurance: _____
(If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works).
- Documentary evidence: Submit details before starting work on site and/ or policies and receipts for the insurances required.
 - Format: _____.

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.

140 CLIMATIC CONDITIONS

- Information: Record accurately and retain:
 - Daily maximum and minimum air temperatures (including overnight).
 - Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

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

210 PROGRAMME

- Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
 - Planning and mobilisation by the Contractor
 - Subcontractor's work.
 - Running in, adjustment, commissioning and testing of all engineering services and installations.
 - Work resulting from instructions issued in regard to the expenditure of provisional sums.
 - Work by others concurrent with the Contract.
- Submit _____.

245 START OF WORK ON SITE

- Notice: Before the proposed date for start of work on site give minimum notice of _____

250 MONITORING

- Progress: Record on a copy of the programme kept on site.
- Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.
- Key Performance Indicators:
 - Details: _____.
 - Performance: Record progress against each KPI.
 - Corrective action: If performance falls below target, submit proposals as soon as possible.

260 SITE MEETINGS

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

280 PHOTOGRAPHS

- Number of locations: _____.
- Frequency of intervals: _____.
- Image format: _____.
- Number of images from each location: _____.
- Other requirements: _____

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): _____.

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.

180 **WATER FOR THE WORKS**

- Mains supply: Clean and uncontaminated.
- Other: Do not use until:
 - Evidence of suitability is provided.
 - Tested to BS EN 1008 if instructed.

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

320 SETTING OUT

- General: Submit details of methods and equipment to be used in setting out the Works.
- Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
- Inform: When complete and before commencing construction.

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.

340 CRITICAL DIMENSIONS

- Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.
- Location: Detailed on drawings _____.

350 LEVELS OF STRUCTURAL FLOORS

- Maximum tolerances for designed levels to be:
 - Floors to be self-finished, and floors to receive sheet or tile finishes directly bedded in adhesive: +/- 10 mm.
 - Floors to receive dry board/ panel construction with little or no tolerance on thickness: +/- 10 mm.
 - Floors to receive mastic asphalt flooring/ underlays directly: +/- 10 mm.
 - Floors to receive mastic asphalt flooring/ underlays laid on mastic asphalt levelling coat (s): +/- 15 mm.
 - Floors to receive fully bonded screeds/ toppings/ beds: +/- 15 mm.
 - Floors to receive unbonded or floating screeds/ beds: +/- 20 mm.

360 RECORD DRAWINGS

- Site setting out drawing: Record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the Contract and hand over on completion.

SERVICES GENERALLY

410 SERVICES REGULATIONS

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

- 420 WATER REGULATIONS/ BYELAWS NOTIFICATION
- Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.
 - Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.
- 430 WATER REGULATIONS/ BYELAWS CONTRACTOR'S CERTIFICATE
- On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:
 - The address of the premises.
 - A brief description of the new installation and/ or work carried out to an existing installation.
 - The Contractor's name and address.
 - A statement that the installation complies with the relevant Water Regulations or Byelaws.
 - The name and signature of the individual responsible for checking compliance.
 - The date on which the installation was checked.
- 435 ELECTRICAL INSTALLATION CERTIFICATE
- Submit: When relevant electrical work is completed.
 - Original certificate: To be lodged in the Building Manual.
- 440 GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE
- Before the completion date stated in the Contract: Submit a certificate stating:
 - The address of the premises.
 - A brief description of the new installation and/ or work carried out to an existing installation.
 - Any special recommendations or instructions for the safe use and operation of appliances and flues.
 - The Contractor's name and address.
 - A statement that the installation complies with the appropriate safety, installation and use regulations.
 - The name, qualification and signature of the competent person responsible for checking compliance.
 - The date on which the installation was checked.
 - Certificate location: _____.
- 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.
- 450 MECHANICAL AND ELECTRICAL SERVICES
- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
 - Building Regulations notice: Copy to be lodged in the Building Manual.

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

- 525 ACCESS
- Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.
 - Designate: _____.

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: _____.
- 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.

570 AIR PERMEABILITY

- Testing organization: UKAS accredited and registered with the Air Tightness Testing and Measurement Association (ATTMA).
- Method:
 - Pressure test in accordance with _____.
- Standard:
 - Design Air tightness value (maximum): _____ $\text{m}^3/(\text{h} \cdot \text{m}^2)$.
- Results:
 - Content: Include test results and all supporting data.
 - Copies: Required for building control inspection and inclusion in Building Manual.
 - Electronic deposit: Through the ATTMA lodgement database
 - Additional copies: Provide on request.

580 CONTINUITY OF THERMAL INSULATION

- Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to specification. Include:
 - The address of the premises.
 - The Contractor's name and address.
 - The name, qualification and signature of the competent person responsible for checking compliance.
 - The date on which the installation was checked.
- Submit: Before completion of the Works.
- Copy: To be lodged in the Building Manual.

590 RESISTANCE TO PASSAGE OF SOUND

- Method: _____.
- Compliance: _____,
 - Copies: Incorporate in the Building Manual.

595 ENERGY PERFORMANCE CERTIFICATE

- Assessment: Undertaken by a member of an approved accreditation scheme. Submit details of scheme name and evidence of qualifications when requested.
 - Building Type: _____.
 - Method: _____.
- Format:
 - Certificate: To be incorporated in the Building Manual.
 - Report: _____.
- Submit: _____.

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 _____.
- Rectification: Give reasonable notice for access to the various parts of the Works.
- Completion: Notify when remedial works have been completed.

740 HIGHWAY/ SEWER ADOPTION

- Work to be adopted under the Highways Act, Section 38, or the Roads (Scotland) Act, Section 16 to 18, or the Water Industry Act, Section 104: Description: _____.
- Work for adoption must be:
 - Completed by the Contractor to the satisfaction of the Highway/ Sewer Authorities before the certificate stating the Works are complete is issued.
 - Subject to a Defects Liability/ Rectification Period of 12 months (see Appendix to the Contract/ Contract Particulars).
 - Maintained during the Defects Liability/ Rectification Period, including making good of damage due to reasonable wear and tear occurring during the Period and cleaning at the end of the Period, all to the satisfaction of the Highway/ Sewer Authorities.

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

120 EXECUTION HAZARDS

- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: The design of the project includes the following:
 - Hazard: _____.
 - Precautions assumed: _____.
 - Specification reference: _____.
 - Drawing reference: _____.

130 PRODUCT HAZARDS

- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Workplace Exposure Limits.
- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: Specified construction materials include the following:
 - Hazard: _____.
 - Material: _____.
 - Specification reference: _____.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer/ Client no later than _____.
- 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: _____.

160 STABILITY

- Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.
- Design loads: Obtain details, support as necessary and prevent overloading.

170 OCCUPIED PREMISES

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

180 ACCESS CONTROL

- Controlled areas: _____.
- Control type: _____.
- Authorised persons: Submit a list of the names of all persons requiring access together with any other related information reasonably required.
- Return of credentials: When requested or on completion of the work to which the controlled area relates.

190 OCCUPIER'S RULES AND REGULATIONS

- Compliance: Conform to the occupier's rules and regulations affecting the site.
- Copies:
 - Location: _____.
 - Arrangements for inspection: _____.

200 MOBILE TELEPHONES AND PORTABLE ELECTRONIC EQUIPMENT

- Restrictions on use:
 - _____.

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.

220 WORKING PRECAUTIONS/ RESTRICTIONS

- Hazardous areas: Operatives must take precautions as follows:
 - Work area: _____.
 - Precautions: _____.
- Permit to work: Operatives must comply with procedures in the following areas:
 - Work area: _____.
 - Procedures: _____.

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: _____ dB(A) when measured from _____.
- 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 _____.
 - 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.

- 350 PESTICIDES
- Use: Not permitted.
- 350 PESTICIDES
- Use: Only where specified or approved, and then only suitable products listed on www.pesticides.gov.uk.
 - Restrictions: Work near water, drainage ditches or land drains must comply with the 'Guidelines for the use of herbicides on weeds in or near watercourses and lakes'.
 - Containers: Comply with manufacturer's disposal recommendations. Remove from site immediately empty or no longer required.
 - Competence: Operatives must hold a BASIS Certificate of Competence, or work under supervision of a Certificate holder.
- 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.
- 375 ANTIQUITIES
- Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the Works.
 - Preservation: Keep objects in the exact position and condition in which they were found.
 - Special requirements: _____.
- 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.

400 BURNING ON SITE

- Burning on site: Permitted subject to compliance with relevant regulations. Ensure fires:
 - Do not contain plastics, flammable liquids or other hazardous materials likely to generate dark or toxic smoke or toxic residues.
 - Are not situated within 10 metres of any tree canopy, shrubs, buildings, structures, combustible materials, etc or a public highway.
 - Are not lit if there is a danger of sparks reaching adjacent flammable areas, e.g. heathland, forests or ripe cereal crops.
 - Do not produce drifting smoke where it may be hazardous, e.g. across highways.
 - Will not interfere with amenity enjoyment of a site.
 - Are never left unattended.
 - Are extinguished at the end of each working day.

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.

440 ELECTROMAGNETIC INTERFERENCE

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

460 POWDER ACTUATED FIXING SYSTEMS

- Use: Not permitted.

470 INVASIVE SPECIES

- General: Prevent the spread of species (e.g. plants or animals) that may adversely affect the site or Works economically, environmentally or ecologically.
- Special precautions: _____.
- Duty: Report immediately any suspected invasive species discovered during execution of the Works.
 - Do not disturb.
 - Agree methods for safe eradication or removal.

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.

520 ROADS AND FOOTPATHS

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

530 EXISTING TOPSOIL/ SUBSOIL

- Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
- Protection: Before starting work submit proposals for protective measures.

540 RETAINED TREES/ SHRUBS/ GRASSED AREAS

- Protection: Preserve and prevent damage, except those not required.
- Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

550 RETAINED TREES

- Protected area: Unless agreed otherwise do not:
 - Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
 - Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.
 - Change level of ground within an area 3 m beyond branch spread.

555 WILDLIFE SPECIES AND HABITATS

- General: Safeguard the following: _____.
- Protected habitats and species: Upon discovery immediately advise. Do not proceed until instruction is received.
- Education: Ensure employees and visitors to the site receive suitable instruction and awareness training.

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: _____.

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. Reinstall in original positions.
- Extent: Before work in each room starts the Employer will remove the following:
 - _____.

600 EXISTING FURNITURE, FITTINGS AND EQUIPMENT

- Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstall in original positions.
- Extent: Before work in each room starts the Employer will remove all items other than the following:
 - _____.

610 ESPECIALLY VALUABLE/ VULNERABLE ITEMS

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

620 ADJOINING PROPERTY

- Agreement: Access to and/ or use of the following has been agreed with adjacent owners:
 - _____.
- Permission: Obtain as necessary from other owners if requiring to erect scaffolding on or otherwise use adjoining property.

620 ADJOINING PROPERTY

- Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property.

625 ADJOINING PROPERTY RESTRICTIONS

- Precautions:
 - Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
 - Pay all charges.
 - Remove and make good on completion or when directed.
- Damage: Bear cost of repairing damage arising from execution of the Works.

630 EXISTING STRUCTURES

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

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

130 METHOD/ SEQUENCE OF WORK

- Specific Limitations: Include the following in the programme:
- _____.

160 USE OR DISPOSAL OF MATERIALS

- Specific limitations: _____.

170 WORKING HOURS

- Specific limitations: _____.

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

GENERALLY

110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

- Location: Give notice and details of intended siting.
- Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

ACCOMMODATION

210 ROOM FOR MEETINGS

- Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices.
- Furniture and Equipment: Provide table and chairs for _____ people.

230 TEMPORARY ACCOMMODATION

- Accommodation made available by the Employer: The following may be used for the duration of the Contract without charge provided that:
 - It is used solely for the purposes of carrying out the Works.
 - The use to which it is put does not involve undue risk of damage.
 - Any temporary adaptations are approved by or on behalf of the Employer before being carried out.
 - It is vacated on completion of the Works or determination of the Contract.
 - When vacated, its condition is at least equivalent to its condition at the start of the Contract.
- Description: _____.
- Available services and facilities: _____.

230 TEMPORARY ACCOMMODATION

- Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to starting on site.
- Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.

230 TEMPORARY ACCOMMODATION

- Facilities: Sanitary accommodation will be provided for the duration of the Contract as follows:
 - _____.

TEMPORARY WORKS

310 ROADS

- Permanent roads, hard standings and footpaths on the site: The following may be used, subject to clause A34/520:
 - Details: _____.
 - Restrictions on use: _____.
 - Protective or remedial measures: _____.

320 TEMPORARY WORKS

- Employer's specific requirements: Provide: _____.

340 NAME BOARDS/ ADVERTISEMENTS

- Name boards/ advertisements: Not permitted.

340 NAME BOARDS/ ADVERTISEMENTS

- General: Obtain approval, including statutory consents, and provide a temporary name board displaying:
 - Title of project: _____.
 - Name of Employer: _____.
 - Names of Consultants: _____.
 - Names of Contractor and Subcontractors: _____.
 - Special requirements: _____.

SERVICES AND FACILITIES

410 LIGHTING

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

420 LIGHTING AND POWER

- Supply: Electricity from the Employer's mains may be used for the Works as follows:
 - Metering: _____.
 - Point of supply: _____.
 - Available capacity: _____.
 - Frequency: 50 Hz.
 - Phase: _____.
 - Current: Alternating.
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

430 WATER

- Supply: The Employer's mains may be used for the Works as follows:
 - Metering: _____.
 - Source: _____.
 - Location of supply point: _____.
 - Conditions/ Restrictions: _____.
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

440 TELEPHONES

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

440 TELEPHONES

- Temporary on site telephone: Provide as soon as practicable after the Date of Possession for joint use by the Contractor, Subcontractors and those acting on behalf of the Employer.
- Response: Make arrangements (e.g. an external bell) to ensure that incoming calls are answered promptly.
- Employer's call charges: Allow for the cost of a modest number of calls made by those acting on behalf of the Employer.

510 TEMPERATURE AND HUMIDITY

- Levels required by the Employer: Maintain the following:
 - _____.

520 USE OF PERMANENT HEATING SYSTEM

- Permanent heating installation: May be used for drying out the Works/ services and controlling temperature and humidity levels.
- Installation: If used:
 - Take responsibility for operation, maintenance and remedial work.
 - Arrange supervision by and indemnification of the appropriate Subcontractors.
 - Pay costs arising.

530 BENEFICIAL USE OF INSTALLED SYSTEMS

- The following permanent systems may be used for the Works: _____.
- Details: _____.

- 530 BENEFICIAL USE OF INSTALLED SYSTEMS
- Permanent systems: Do not use for the Works.
- 540 METER READINGS
- Charges for service supplies: Where to be apportioned ensure that:
 - Meter readings are taken by relevant authority at possession and/ or completion as appropriate.
 - Copies of readings are supplied to interested parties.
- 550 THERMOMETERS
- General: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.
- 570 PERSONAL PROTECTIVE EQUIPMENT
- General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:
 - Safety helmets to BS EN 397, neither damaged nor time expired. Number required: ____.
 - High visibility waistcoats to BS EN ISO 20471 Class 2. Number required: ____.
 - Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: ____.
 - Disposable respirators to BS EN 149.FFP1S.
 - Eye protection to BS EN 166.
 - Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2
 - Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

GENERALLY

- 110 THE BUILDING MANUAL
- Responsibility: The Contractor
 - 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: _____.
 - Format: _____.
 - Number of copies: _____.
 - Delivery to: _____ by (date) _____.
- 115 THE HEALTH AND SAFETY FILE
- Responsibility: _____.
 - Content: Obtain and provide the following information: _____.
 - Format: _____.
 - Delivery to: _____ By (date): _____.
- 115 HEALTH AND SAFETY INFORMATION
- Content: Obtain and provide the following information: _____.
 - Format: _____.
 - Deliver to: _____ No later than: _____.

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.

190 MAINTENANCE SERVICE

- Scope; provide a comprehensive maintenance service for the following items of plant and equipment: Include all planned preventative maintenance, as set out within the maintenance schedule and replacement of all consumable items
- _____.
- Terms: _____.
- Commencement: _____.
- Duration: _____.

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 MANAGEMENT AND STAFF

- Cost significant items: _____.

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

110 SITE ACCOMMODATION

- Details: Site accommodation required or made/ not made available by the Employer: See section A36.
- Cost significant items: _____.

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

110 SERVICES AND FACILITIES

- Details: Services or facilities required or made/ not made available by the Employer: See section A36.
- Cost significant items: _____.

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

110 MECHANICAL PLANT

- Cost significant items: _____.

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

110 TEMPORARY WORKS

- Details: Temporary works required or made/ not made available by the Employer: See section A36.
- Cost significant items: _____.

A50 WORK/ PRODUCTS BY/ ON BEHALF OF THE EMPLOYER

110 WORK BY/ ON BEHALF OF EMPLOYER

- Title: _____.
- Description of work: _____.
- Carried out by: _____.
- Attendance: Allow for the following additional to those reasonably required by the conditions of contract:
- _____.

120 PRODUCTS PROVIDED BY/ ON BEHALF OF EMPLOYER

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

A53 WORK BY STATUTORY AUTHORITIES/ UNDERTAKERS

110 WORK BY LOCAL AUTHORITY

- Item: _____.
- Description of work: _____.
- Provisional Sum: Include _____.
- Allow for general attendance.

120 WORK BY STATUTORY UNDERTAKERS

- Item: _____.
- Description of work: _____.
- Provisional Sum: Include _____.
- Allow for general attendance.

A54 PROVISIONAL WORK/ ITEMS

110 PROVISIONAL SUMS FOR DEFINED WORK

- Item: _____.
- Description of work: _____.
- Provisional Sums: Include _____.
- Allow for general attendance.

210 PROVISIONAL SUMS FOR UNDEFINED WORK

- Item: _____.
- Description of work: _____.
- Provisional Sums: Include _____.
- Allow for general attendance.

310 PROVISIONAL SUMS FOR WORK BY SPECIALIST SUBCONTRACTORS

- Item: _____.
- Description of work: _____.
- Provisional Sums: Include _____.
- Add for profit: _____%.
- Allow for the following special attendance:
- _____.
- Allow for general attendance.

520 PROVISIONAL SUMS NOT SPECIFICALLY FOR WORK – BUILDING CONTROL
PRESCRIBED INSPECTION FEE

- Provisional sum: Include: _____.

590 CONTINGENCIES

- Provisional sum: Include: _____.

A55 DAYWORKS

150 DAYWORK CHARGES

- General: Where an instruction is issued requiring a variation which is not of a similar character or executed under similar conditions to work included in the Contract and where work cannot properly be measured and valued, the Contractor shall be allowed payment on a daywork basis at the following rates:

RICS/ Construction Confederation: Prime cost of labour: The sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

Prime cost of materials and goods: The sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

Prime cost of plant: The sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

RICS/ Electrical Contractors' Association: Prime cost of labour: The sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

Prime cost of materials and goods: The sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

Prime cost of plant: The sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

RICS/ Electrical Contractors' Association of Scotland: Prime cost of labour: The sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

Prime cost of materials and goods: The sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

Prime cost of plant: The sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

RICS/ Building Engineering Services Association: Prime cost of labour: The sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

Prime cost of materials and goods: The sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

Prime cost of plant: The sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

RICS/ National Association of Plumbing, Heating and Mechanical Services contractors:

Prime cost of labour: The Sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

Prime cost of materials and goods: The Sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

Prime cost of plant: The Sum of £ _____.

- Percentage adjustment to cover incidental costs, overheads and profit: _____%.

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Appendix E

Tender Drawings

- **Here/There Clock Concept Drawings**

6.0

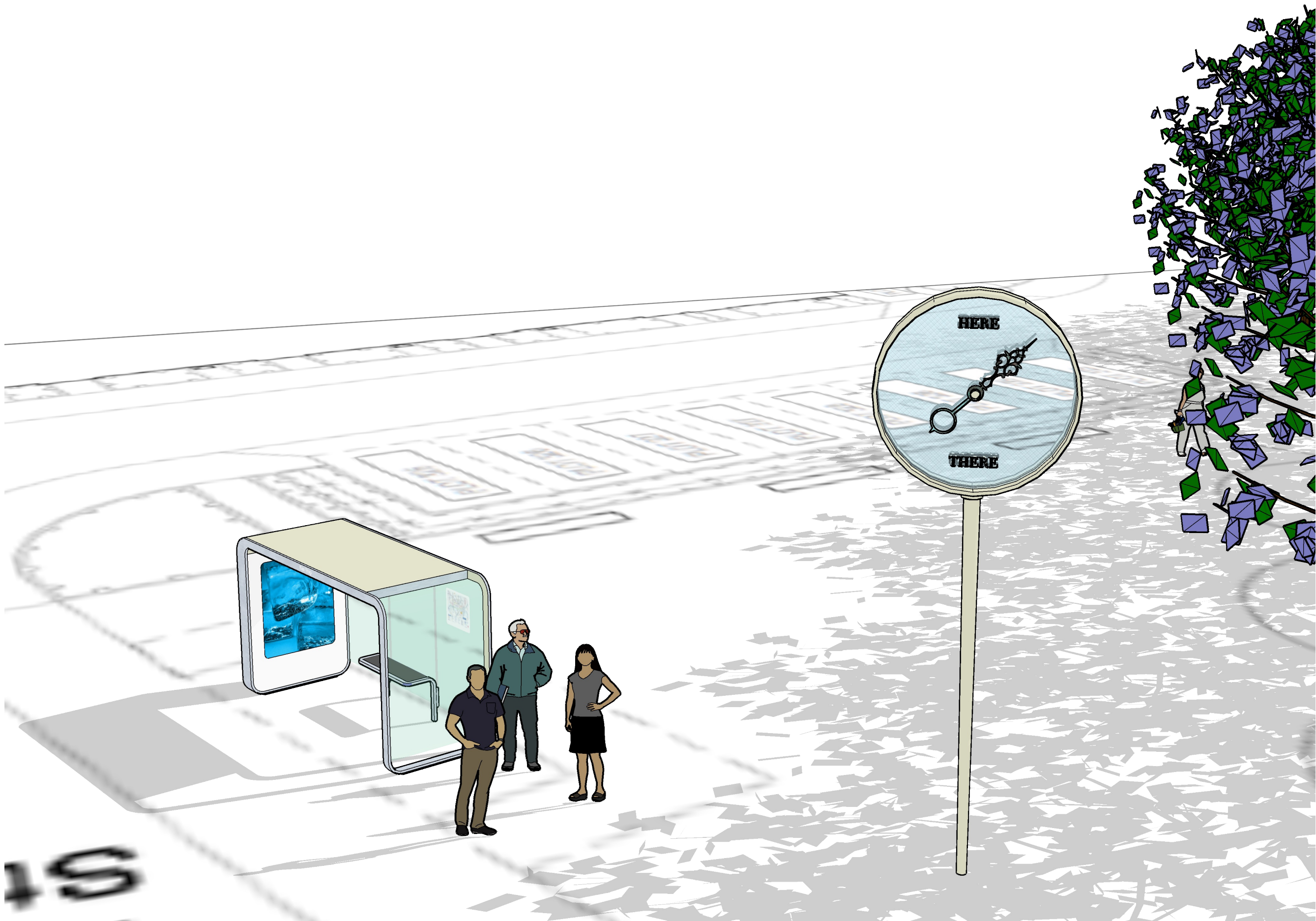
Here/There Clock

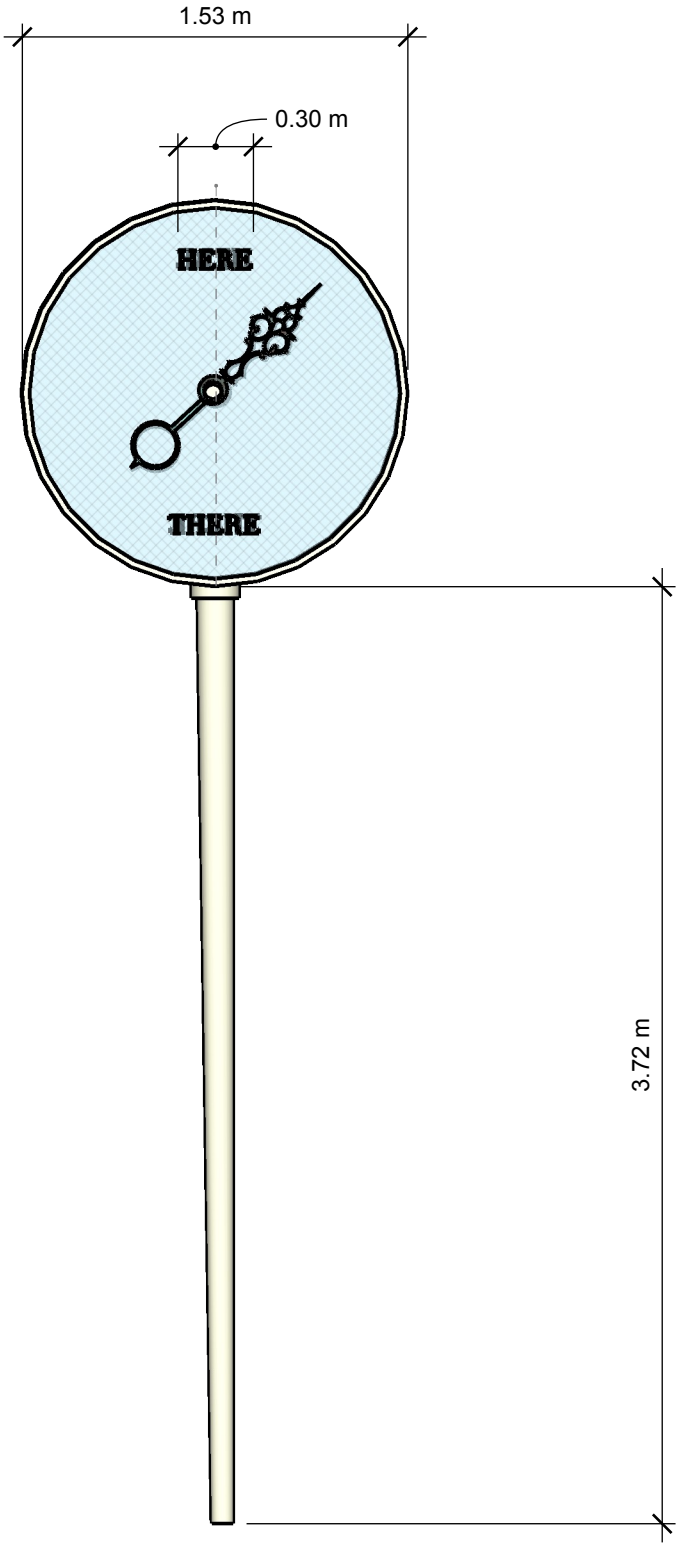
This clock will be placed near the central bus stop. There will be no numbers on the clock face, instead just simply the words **Here** and **There**. The hand of the clock will be linked to the bus operator's real time service and will point progressively towards **There** if the bus is far away and will point towards **Here** as the bus gets nearer and finally arrives at the bus stop. This clock references the **One-Hand Clock** on St Nicholas Church, which was built at time when there was no need for the more accurate two-handed clocks.

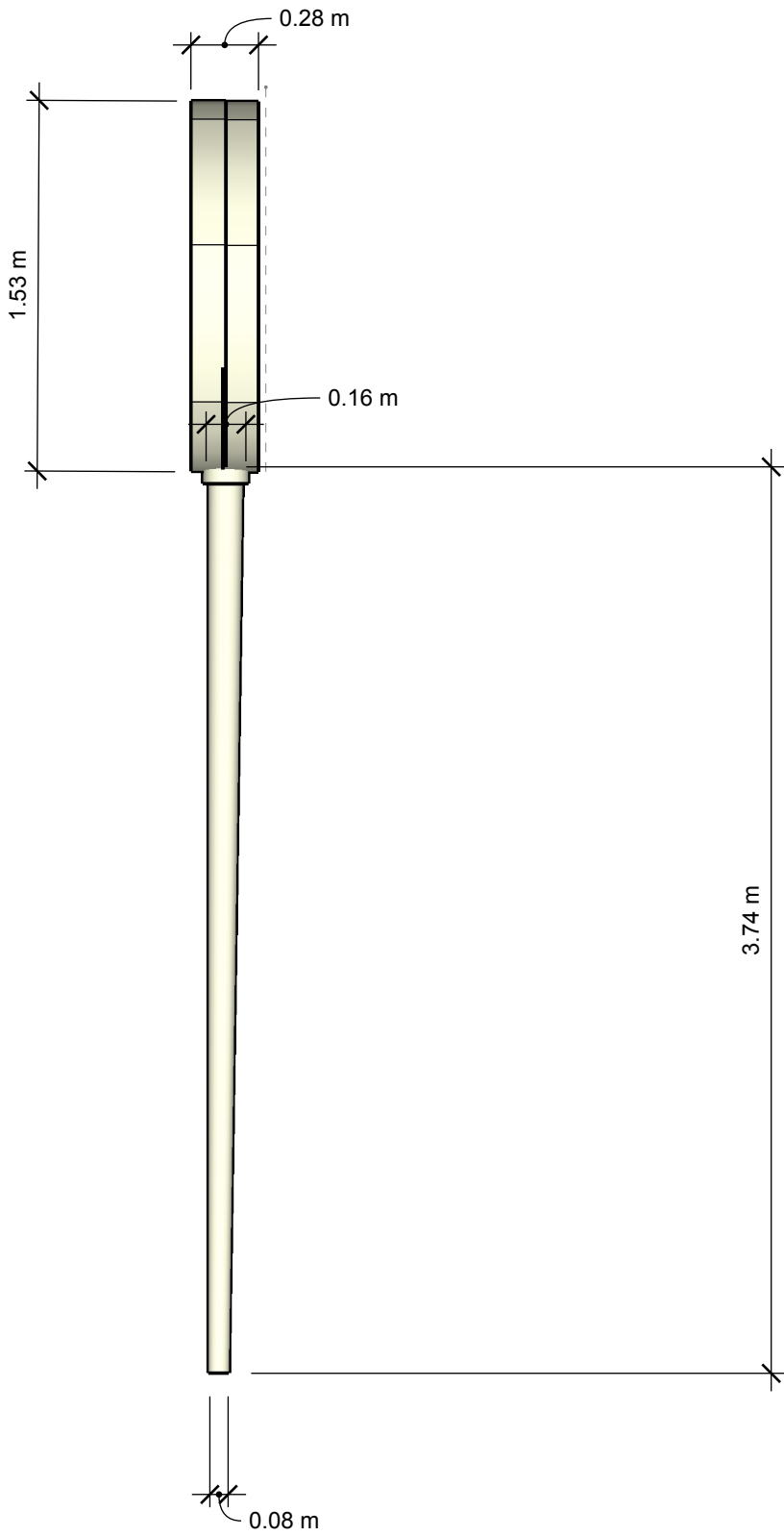
There are still many cultures across the globe which take a much more approximative approach to time than those in the West. Rendezvous may only be planned for 'Late Morning' or 'Early Afternoon'. The western obsession with accurate timekeeping relates to the expansion of the rail network to support the industrial revolution. It was at this point in history that time became financially quantified. The **Here/There Clock** pushes against the presumption that 'time is money' and proposes a looser and more whimsical approach to timekeeping.

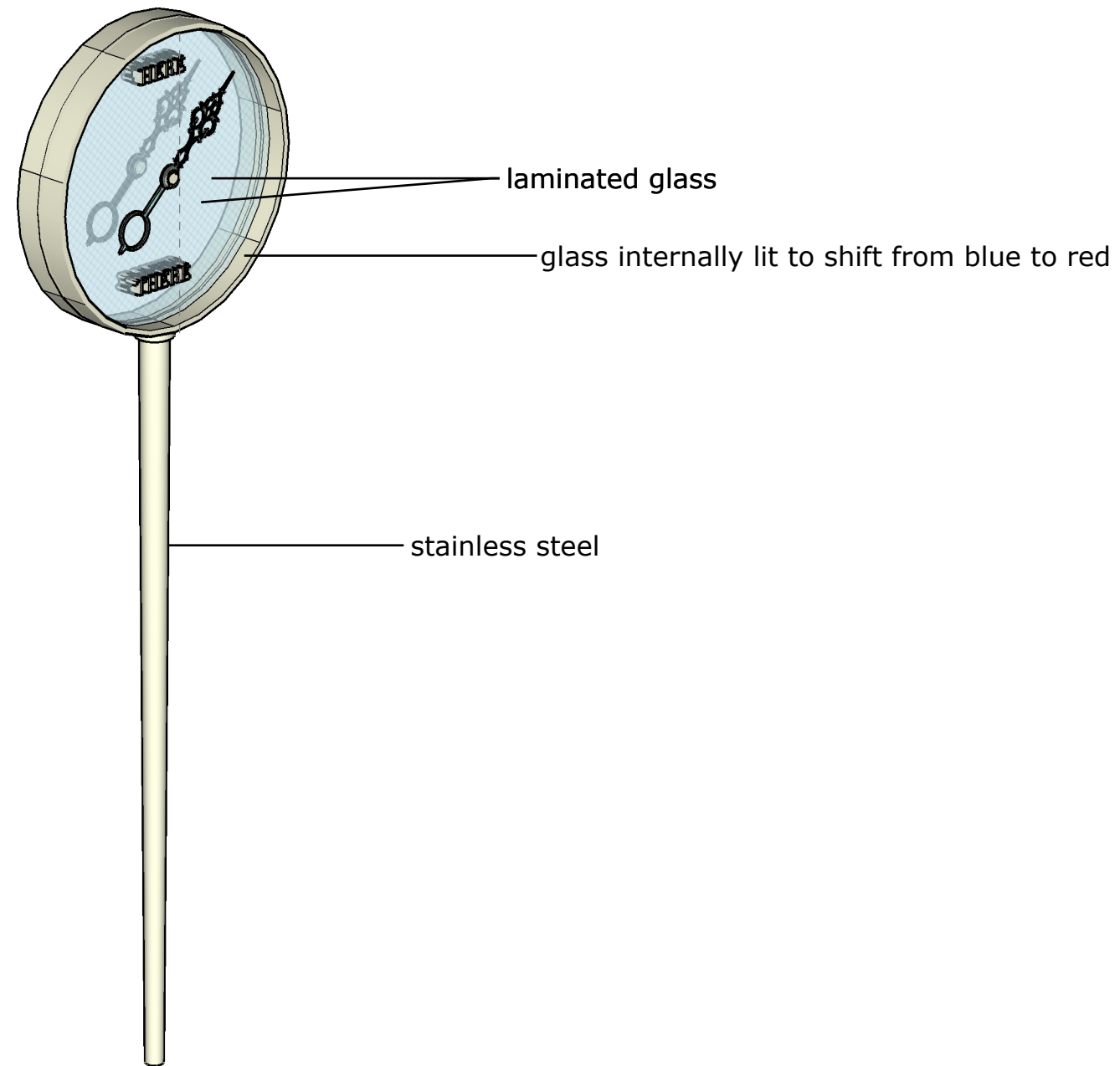


One Hand Clock - St Nicholas Church









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Appendix F

Tender Specifications:

• Performance Specification for the Here/There Clock

To be read in conjunction with drawings provided in Appendix F.

This performance specification is not intended to be exhaustive; it sets out the expected and known parameters for the Works; with further details to be developed with the artist through the Technical Design stage.

A. Clock face:

- A.1. Size of glass maximum 1530 mm diameter
- A.2. Glass thickness – minimum 13.5mm laminate
- A.3. Small amount of visible wiring to centre of clock structure – to be managed visually so as discreet as possible.

B. Structural design:

- B.1. Fabricator to use the visual as the proposed design however then will need to advise the sizes and support required for a workable system with all loadings considered.
- B.2. Supporting pole and surround in either stainless steel or powder coated steel
- B.3. Design of Foundations including method of electrical and real-time technology connection.

C. Electronic and software system:

- C.1. Control system to accept input from timetable and all associated programming and output to the movement of clock hands and clock face illumination.
- C.2. Specification for power supply and liaison with site and supply owners to ensure compatibility.
- C.3. Software development / programming for extracting electronic bus timetable information and converting it into lighting protocols, including liaison with bus company and Hampshire County Council to ensure compatibility and functionality.
- C.4. A complete instruction pack for maintenance and update of the software system, including the option for an ongoing service and maintenance agreement.

D. Deliverables:

- D.1. Collaborative technical design of all elements of the clock including all electronics, software, mechanism, lettering and signage, supporting pole and structure, and specification for installation including all fixings, fittings required to install and power the clock.
- D.2. Production of technical information in a format suitable for submission for a Planning Application.
- D.3. Simple functional prototype to demonstrate and ensure the clock mechanism and software function according to the requirements.

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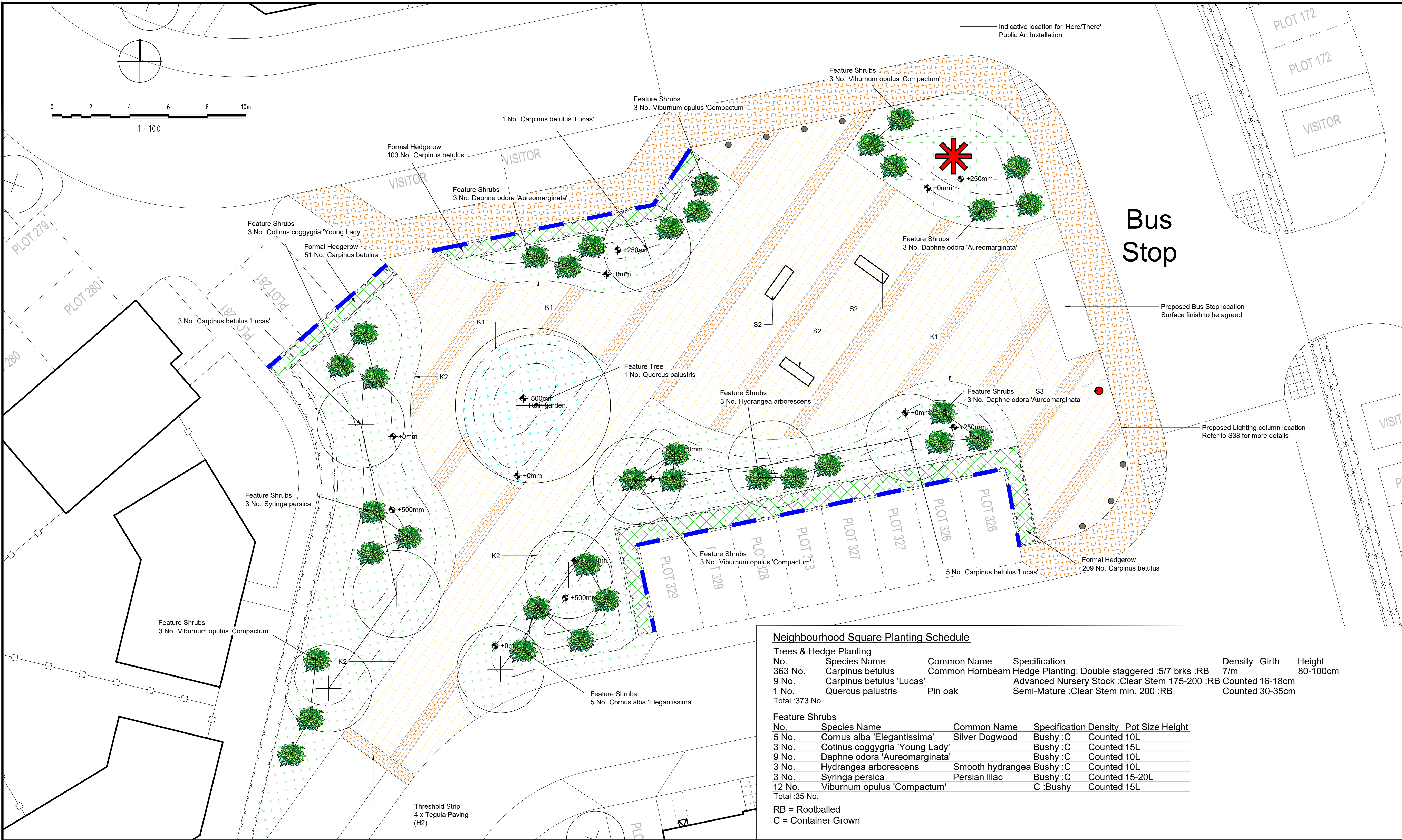
- D.4. Provision of Duties for Principal Contractor under CDM 2015, where the appointed artist is Principal Designer.
- D.5. Fabrication of approved Technical Design.
- D.6. Delivery to site of completed works and full installation on site, including all electrical connections and IT connections to ensure it connects with the real-time bus data as specified and power supply as needed.
- D.7. Provide testing all of electrical components and software for safety and functionality.
- D.8. A service, operation and maintenance manual, including As-Built drawings and specifications and wiring diagrams.
- D.9. A service and maintenance plan and schedule in place, to be provided as a follow-on service, including a call-out service, remote or otherwise in the event of malfunction.

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Appendix G

Pre-Construction Information:

- **Draft Landscape Plan for Neighbourhood Square**



- NOTES:
1. This drawing is to be read in conjunction with all relevant contract drawings and specifications with any conflicting information to be brought to the attention of Deacon Design before works commence on site.
 2. Do not scale from this drawing, always work to noted dimensions.
 3. All given dimensions in mm.

- KEY
- Site Boundary
- Soft Landscape
- Proposed new tree planting with 1 metre diameter mulch ring
 - Feature Shrub (Inspired by Capability Brown) Source: Historic England
 - Formal Native Hedgerow Planting (1.2 m High)
 - Wildflower Turf 1 = Landscape 34 Supplier: wildflowerturf.co.uk or similar
 - Wildflower Turf 2 = SuDS Turf to rain garden Supplier: wildflowerturf.co.uk or similar
 - Landform mounding meadow islands (shown at 250mm contours to include 1 metre levels ground at base for hardstanding runoff)
- Hard Landscape
- H1 = Marshalls Saxon Flag Paving 600x450x50mm laid soldier course Supplier: Marshalls.co.uk or similar
 - H2 = Block Paving Band (4 lines shown) Marshalls Tegula, Traditional, Size: 160mm width x varied length, laid in random stretcher bond pattern (or similar and approved)
 - H3 = Surrounding Block Paving Band tbc Marshalls Tegula, Traditional, Size: 160mm width x varied length, (or similar and approved)
 - Path Edging Manufacturer: Kinley (<https://www.kinley.co.uk/>) Product: ExcelEdge AluExcel Aluminium K1 = Flexible Edging to curved planting beds K2 = Rigid Edging to straight lines
 - Corduroy Paving to crossing
- Street Furniture
- Seating Provision - Marshalls Festival Range S1 = Festival Seat (backrest) 1824x525mm Colour = RAL 9005 (Black) Supplier: <https://www.marshalls.co.uk> or similar
 - Bin Provision - Marshalls Festival Range S3 = Festival 110L Litter Bin 580dia x650mm high Colour = RAL 9005 (Black) Supplier: <https://www.marshalls.co.uk> or similar
 - Bollard - Marshalls @ 2 metre spacings Rhino Black stainless steel RB101 Colour = RAL 9005 (Black) Supplier: <https://www.marshalls.co.uk> or similar
 - Parkland Estate Railings to define space and protect hedge

Neighbourhood Square Planting Schedule

No.	Species Name	Common Name	Specification	Density	Girth	Height
363 No.	Carpinus betulus	Common Hornbeam	Hedge Planting: Double staggered :5/7 brks :RB	7/m		80-100cm
9 No.	Carpinus betulus 'Lucas'		Advanced Nursery Stock :Clear Stem 175-200 :RB	Counted 16-18cm		
1 No.	Quercus palustris	Pin oak	Semi-Mature :Clear Stem min. 200 :RB	Counted 30-35cm		
Total :373 No.						

No.	Species Name	Common Name	Specification	Density	Pot Size	Height
5 No.	Cornus alba 'Elegantissima'	Silver Dogwood	Bushy :C	Counted 10L		
3 No.	Cotinus coggygia 'Young Lady'		Bushy :C	Counted 15L		
9 No.	Daphne odora 'Aureomarginata'		Bushy :C	Counted 10L		
3 No.	Hydrangea arborescens	Smooth hydrangea	Bushy :C	Counted 10L		
3 No.	Syringa persica	Persian lilac	Bushy :C	Counted 15-20L		
12 No.	Viburnum opulus 'Compactum'		C :Bushy	Counted 15L		
Total :35 No.						

RB = Rootballed
C = Container Grown

01 Materials Palette

L58 NTS



Feature Tree - Quercus palustris



Hornbeam Tree Groups



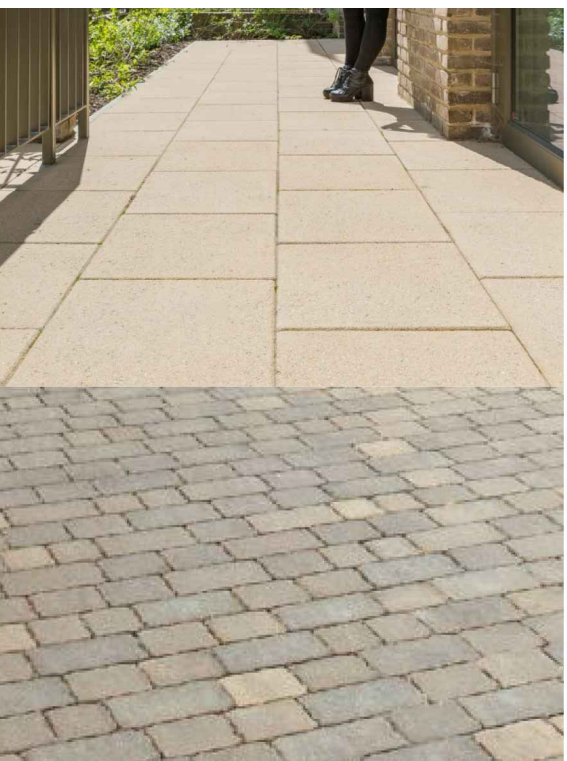
Amelanchier



Hornbeam hedge with parkland railings



Wildflower turf



Marshalls Paving



Marshalls Street Furniture - Festival Range



DATE	DRAWN	DESCRIPTION OF REVISION	REVISION LETTER	CHECKED BY
10/02/20	DA	Amendments to hard landscape and planting	A	PD

PRELIMINARY



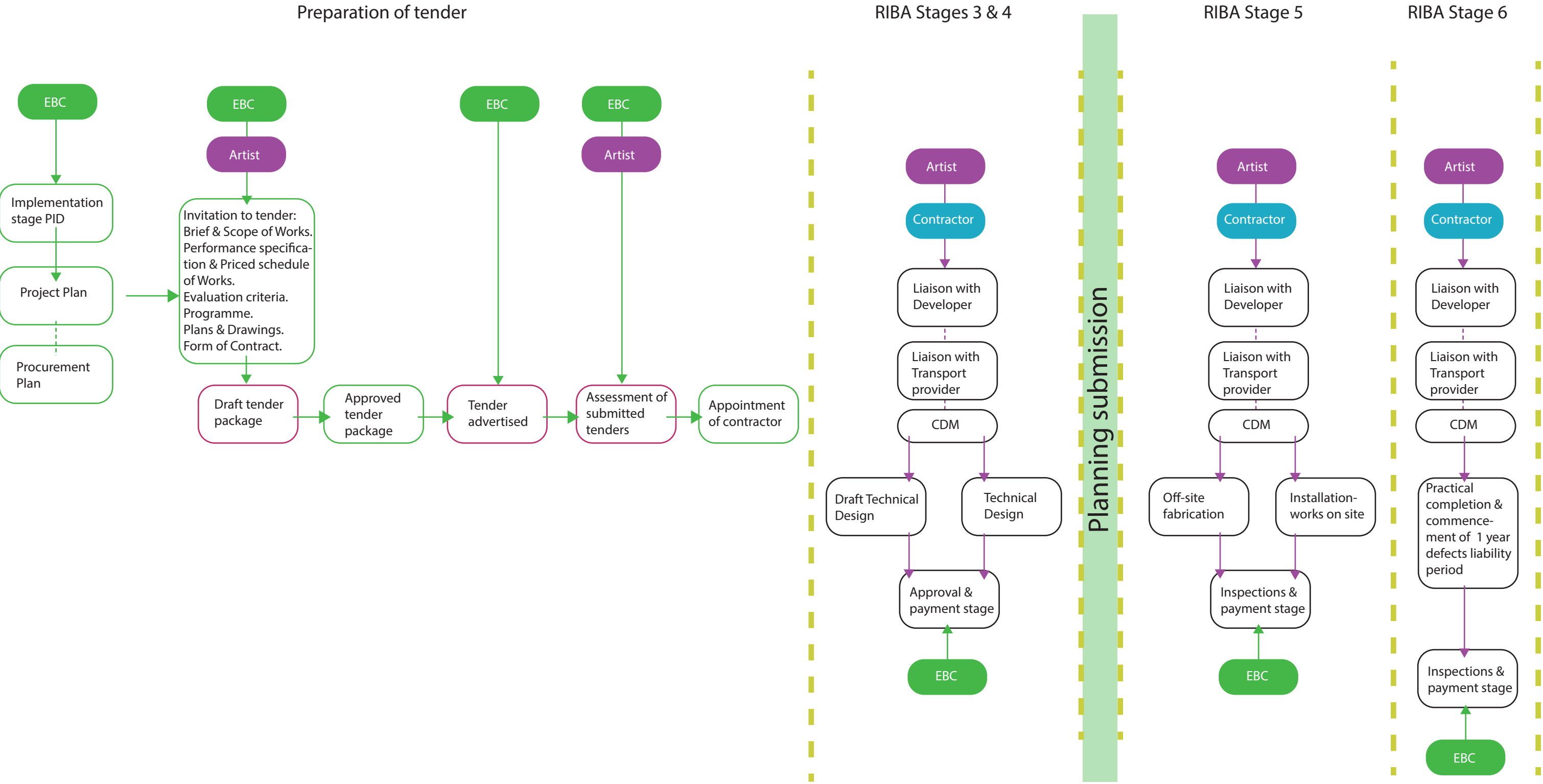
DEACON DESIGN
Landscape Architecture | Masterplanning | Urban Design
12a The Square, Wickham, Hampshire PO17 5JQ
Tel: 01329 557 820 Email: info@deacondesign.co.uk
Copyright Deacon Design

PROJECT TITLE: North Stoneham Park - Stage 1 Neighbourhood Square	
PROJECT NUMBER: DD145	PLOT DATE: 29.04.2020
DRAWING SCALE: 1:100	APPROVED BY: PD
PAPER SIZE: A1	DRAWN BY: DA
DRAWING TITLE: Combined Landscape Proposals Plan - -	
DRAWING NUMBER: DD145L58	REVISION LETTER: A
DRAWING FILE LOCATION: Z:\Dropbox (Deacon Design Ltd)\03 PROJECTS\100\DD145 Stoneham RM104 Drawings\AutoCAD-Landscape Design\DD145L58_Neighbourhood Square Landscape Plan.dwg	

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Appendix H

Programme & Work Stages.



Not started
In progress
Completed

[illegible]

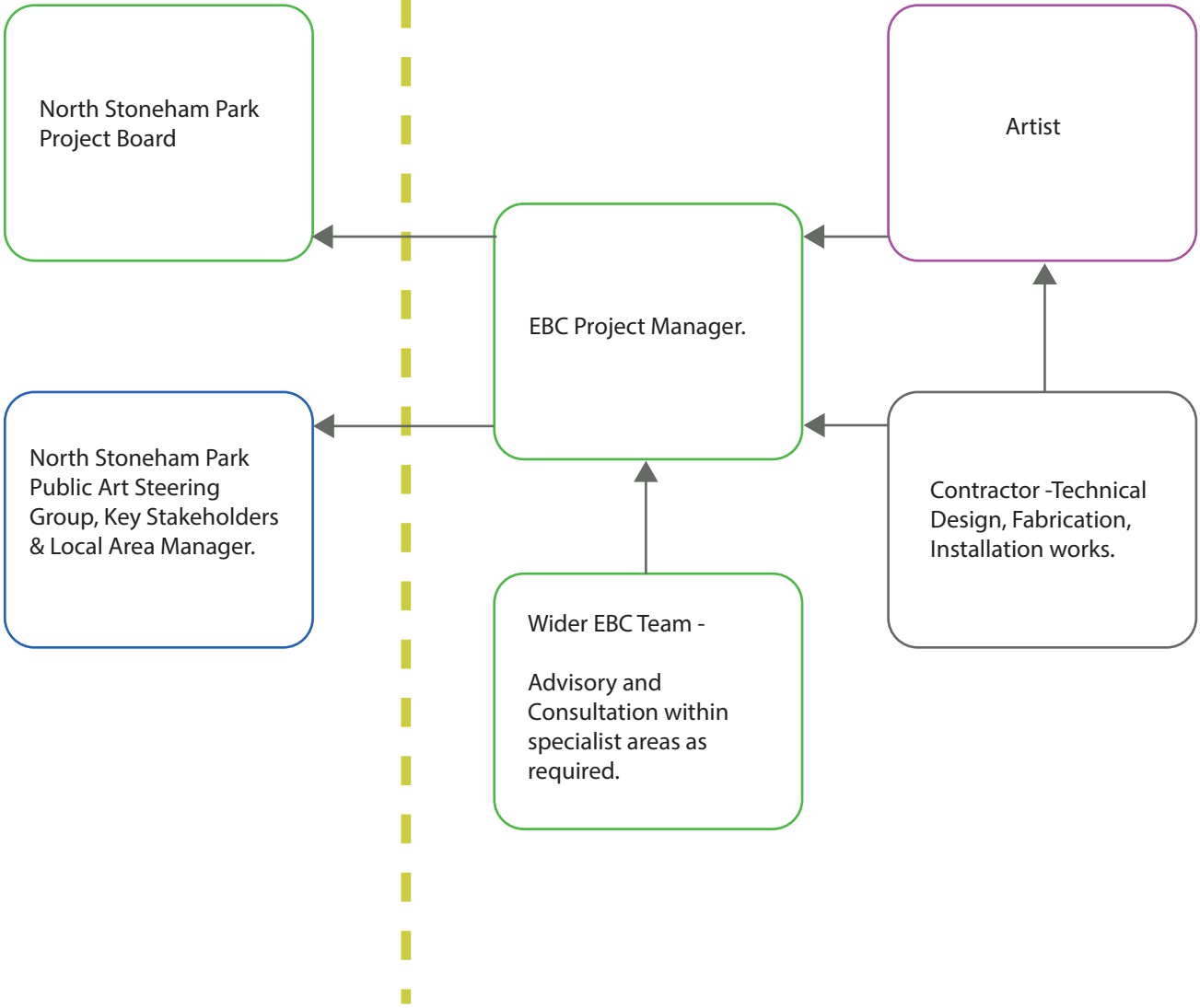
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Appendix J

Project Team Structure.

Governance and Approvals

Delivery



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Appendix K

Work Schedules – Also available to download as Excel Spreadsheet.

To be read in conjunction with Employers Requirements Appendix M and Performance Specification Appendix F.

Schedule of Works - Stoneham Public Art Project 1: Fabrication Works Tender

Tenderer should add proposed work items as required. Subtotal sums must be provided

Work Stage	Item	Quantity /Rate	Sum
RIBA Stage 4: Technical Design	Provision of all design information required to manufacture and construct the project in accordance with the Tender Drawings and Outline Specification, and within approved budget parameters.		
	Provision of Project Information sufficient for Planning Submission.		
	Provision of simple functional prototype in accordance with Outline Specification.		
	Provision of Fabrication and Installation Stage final Cost Breakdown in accordance with approved budget parameters.		
Subtotal for Technical Design Stage			
RIBA Stage 5: Manufacturing and Construction	Manufacturing, construction and Commissioning completed in accordance with Approved Technical Design Stage.		
Subtotal for Fabrication			
Subtotal for Installation and Connection			
Design and Construction Stage Contingency Sum			
RIBA Stage 6 & 7: Handover and Use	Works handed over; Aftercare initiated and Building Contract concluded.		
	Maintenance Contract (including call-out service) - Price per annum over initial fixed period.		
Subtotal for Maintenance			
Grand Total - Tender Sum			

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Appendix L

Form of Collateral Warranty

FORMS OF COLLATERAL WARRANTY

Part 1 – Form of Sub-contractor collateral warranty to Employer

Date of Agreement: XXXX
Project: North Stoneham Park , Eastleigh. Public Art Project 1: 'Here/There Clock' – Technical Design, Fabrication, Installation.
Works: <ul style="list-style-type: none">• Full design responsibility including Principal Designer (CDM 2015);• Collaborative technical design of all elements of the clock including all electronics, software, mechanism, lettering and signage, supporting pole and structure, and specification for installation including all fixings, fittings required to install and power the clock.• Production of technical information in a format suitable for submission for a Planning Application.• Simple functional prototype to demonstrate and ensure the clock mechanism and software function according to the requirements.• Fabrication of approved Technical Design.• Delivery to site of completed works and full installation on site, including all electrical connections and IT connections to ensure it connects with the real-time bus data as specified and power supply as needed.• Provide testing all of electrical components and software for safety and functionality.• A service, operation and maintenance manual, including As-Built drawings and specifications and wiring diagrams.• A service and maintenance plan and schedule in place, to be provided as a follow-on service, including a call-out service, remote or otherwise in the event of malfunction. <p>(as more particularly described in the Building Contract)</p>
Subcontract Works: xxxxxxx <p>(as more particularly described in the Subcontract)</p>
Employer: EASTLEIGH BOROUGH COUNCIL of Eastleigh House, Upper Market Street, Eastleigh, Hampshire S050 9YN
Contractor: XXXX Company Registration Number: XXXX of/whose registered is at: XXXX
Sub-contractor: XXXX Company Registration Number: XXXX of/whose registered office is at: XXXX

Building Contract dated: XX XXXXXX 2020
Subcontract dated: XXXX
Professional/Contractor's Indemnity Insurance: £ 5 million (minimum cover)

1 INFORMATION ON PAGE 1

The information completed on page 1 of this agreement forms part of this agreement.

2 BACKGROUND

- 2.1 The Employer has appointed the Contractor under the Building Contract to carry out the Works.
- 2.2 The Contractor has entered into, or intends to enter into, the Subcontract with the Sub-contractor for the design (if applicable) and construction of the Subcontract Works.

3 CONSIDERATION

This agreement is made on the date appearing on page 1 between the Contractor, the Sub-contractor, and the Employer in consideration of the payment of £1 by the Employer to the Sub-contractor (receipt of which the Sub-contractor hereby acknowledges).

4 WARRANTY AND LIABILITY

- 4.1 The Sub-contractor warrants to the Employer that it has complied, and will at all times comply, with the terms of the Subcontract and any specifications or requirements included or referred to in the Subcontract and that it has exercised and will continue to exercise the degree of skill, care and diligence reasonably to be expected of a competent Sub-contractor, and (to the extent that the Sub-contractor is responsible for any design under the Subcontract) the degree of skill, care and diligence reasonably to be expected of a competent professional designer or combination of designers holding himself or themselves out as being experienced in carrying out works [and design in relation to works] of a similar size, scope and nature to the Subcontract Works.
- 4.2 The Sub-contractor has no liability under this agreement which is greater or of longer duration than it would have had if the Employer had been a party to the Subcontract as joint employer and the Sub-contractor shall be entitled in any action or proceedings by the Employer under this agreement to rely on any limitation in the Subcontract and to raise the equivalent rights in defence of liability (but excluding set offs and counterclaims) as it would have had if the Employer had been named as such under the Subcontract. Upon the expiration of 12 years from the date of completion of the Subcontract Works in accordance with the Subcontract the liability of the Sub-contractor under this agreement shall cease save in relation to any claims made by the Employer against the Sub-contractor and previously notified in writing by the Employer to the Sub-contractor.

5 STANDARDS OF PRODUCTS AND MATERIALS

- 5.1 The Sub-contractor warrants to the Employer that (unless otherwise authorised or instructed by or on behalf of the Employer):
 - 5.1.1 in relation to any part of the Subcontract Works for which the Sub-contractor is responsible for the design, it has exercised, and will exercise, all reasonable skill, care and diligence in accordance with this agreement to see that it has not specified, selected, approved or authorised for use and will not specify, select, approve or authorise for use; and
 - 5.1.2 it has not used, and will not use, in connection with the Subcontract Works:
any product or material or building practical or technique which is prohibited by the Subcontract or is not in conformity with relevant British or European Union Standards and/or Codes of Practice or which at the time of specification, selection, approval or authorisation is otherwise generally known within the UK construction industry to be deleterious or hazardous to health and safety or to the durability of the Subcontract Works.
- 5.2 If in the performance of its duties under the Subcontract the Sub-contractor becomes aware that it or any other person has specified, used, authorised or approved the specification or use

by others of any such product or materials, building practices or techniques, the Sub-contractor will notify the Employer forthwith. This clause does not create any additional duty for the Sub-contractor to inspect or check the work of others which is not required by the Subcontract.

6 INSURANCE

6.1 The Sub-contractor covenants:

- 6.1.1 in relation to any design of the Subcontract Works for which the Sub-contractor is responsible, to take out and maintain with reputable insurers in the UK insurance market professional indemnity insurance in an amount of not less than that stated on page 1 for any occurrence or series of occurrences arising out of any one event, for a period expiring no earlier than 12 years after the date of completion of the Subcontract Works in accordance with the Subcontract, provided always that such insurance continues to be available in the UK insurance market at commercially reasonable rates. Any increased or additional premium required by insurers by reason of the Sub-contractor's own claims record or other acts or omissions particular to the Sub-contractor shall be deemed to be within commercially reasonable rates;
- 6.1.2 to inform the Employer or its assignees in writing immediately of any failure or inability to maintain insurance in accordance with clause 6.1.1, and of any circumstances likely to render such insurance void or voidable, in order that the Sub-contractor and the Employer can discuss the means of best protecting their respective positions in the absence of such insurance;
- 6.1.3 when reasonably requested by the Employer, to produce for inspection documentary evidence that its professional indemnity insurance cover is being maintained properly and that payment has been made in respect of the last preceding premium.

7 DOCUMENTS

- 7.1 In relation to all drawings, details, plans, reports, models, specifications, bills of quantities, calculations and other documents of any nature whatsoever which have been or are hereafter provided by the Sub-contractor in the course of performing its obligations under the Subcontract ("**Documents**") the Sub-contractor hereby grants, or agrees to grant, to the Employer a royalty-free non-exclusive licence to use and reproduce all Documents for any purpose whatsoever connected with the Project and such other purposes as are reasonably foreseeable including but without limitation, the carrying out, completion, maintenance, letting, advertisement, modification, extension, reinstatement, reconstruction and repair of the Subcontract Works. Such licence will carry the right to grant sub-licences and will be transferable to third parties but shall not entitle the owner of such licence or of any sub-licence to reproduce the designs contained in the Documents. Such licence shall take effect from the date of this agreement or (in relation to documents not yet in existence) from the date of the creation of the relevant Document and shall continue notwithstanding any termination of this agreement. Neither the Employer nor any recipient of any sub-licence under this clause, shall hold the Sub-contractor liable for any use it may make of the Documents for any purpose other than that for which they were originally provided by it.
- 7.2 The Sub-contractor agrees, on reasonable request at any time, and following reasonable written prior notice, to give the Employer or those authorised by it access to the Documents and to provide copies (including copy negatives and CAD disks) thereof at the Employer's expense.
- 7.3 The Sub-contractor warrants to the Employer that it has used the standard of skill, care and diligence as set out in clause 4.1 to see that the Documents (save to the extent any duly appointed sub-sub-contractors have been used to prepare the same) are its own original work and that in any event their use in connection with the Subcontract Works will not infringe the rights of any third party.

8 ASSIGNMENT

- 8.1 The Employer shall be entitled to assign the benefit of this agreement or any rights arising hereunder to a purchaser, mortgagee or tenant of the whole or any part of the Project twice only without the consent of the Sub-contractor provided that the Sub-contractor shall be entitled to receive notice of such an assignment in writing within a reasonable period of the assignment taking place. The Sub-contractor will not contend that any such assignee is precluded from recovering any loss resulting from any breach of this agreement (whatever the date of such breach) by reason only that that person is an assignee and not the original beneficiary hereunder or by reason that the original beneficiary or any intermediate beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Subcontract Project or the Project or that the original beneficiary or any intermediate beneficiary has not suffered any, or as much, loss.
- 8.2 Notwithstanding clause 8.1, the Employer may assign the benefit of this agreement without restriction to any company within the same "group" as the Employer (as defined by Section 42 of the Landlord and Tenant Act 1954).

9 INSPECTION OF DOCUMENTS

The Sub-contractor's liabilities under this agreement will not be in any way reduced or extinguished by reason of any inspection or approval of the Documents or attendance at site meetings or other enquiry or inspection which the Employer may make or procure to be made for its benefit or on its behalf.

10 SUCCESSORS

References to the Employer shall include the person or persons from time to time entitled to the benefit of this agreement.

11 NOTICES

Any notice, request, demand, consent or approval given under or in connection with this agreement must be given or confirmed in writing. Any such notice, request, demand, consent or approval shall be delivered personally or addressed to the respective address of the parties set out in this agreement or to the registered office or the principal business address of either party for the time being and, if sent by post, shall be sent by first class pre-paid post or recorded delivery and shall be deemed to have been received on the second working day after the same shall have been posted.

12 THIRD PARTY RIGHTS

This agreement is enforceable by the original parties to it and by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

13 APPLICABLE LAW AND JURISDICTION

This agreement will be construed in accordance with English law and be in all respects subject to the jurisdiction of the English courts.

IN WITNESS whereof this agreement has been executed as a deed and delivered on the date stated above

EXECUTED AS A DEED by
the **SUB-CONTRACTOR** by
the signatures of:

Director

Director/Company Secretary

EXECUTED AS A DEED by
the **CONTRACTOR** by
the signatures of:

Director

Director/Company Secretary

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Appendix M

CDP Employer's Requirements

Deliverables:

- Collaborative technical design of all elements of the clock including all electronics, software, mechanism, lettering and signage, supporting pole and structure, and specification for installation including all fixings, fittings required to install and power the clock.
- Production of technical information in a format suitable for submission for a Planning Application.
- Simple functional prototype to demonstrate and ensure the clock mechanism and software function according to the requirements.
- Provision of Duties for Principal Contractor under CDM 2015, where the appointed artist is Principal Designer.
- Fabrication of approved Technical Design.
- Delivery to site of completed works and full installation on site, including all electrical connections and IT connections to ensure it connects with the real-time bus data as specified and power supply as needed.
- Provide testing all of electrical components and software for safety and functionality.
- A service, operation and maintenance manual, including As-Built drawings and specifications and wiring diagrams.
- A service and maintenance plan and schedule in place, to be provided as a follow-on service, including a call-out service, remote or otherwise in the event of malfunction.