

# **North Devon District Council**



## **STANDARD CONDITIONS OF CONTRACT FOR SMALLER MAINTENANCE AND CONSTRUCTION WORKS; AND WHICH APPLY TO ALL WORKS ISSUED UNDER WORK INSTRUCTIONS**

**(ISSUED – April 2017)**

### **THE EMPLOYER**

The Employer is: North Devon District Council and is represented by:

Ken Miles  
Lynton House,  
Commercial Road,  
Barnstaple,  
Devon,  
EX31 1DG

### **CONDITIONS OF CONTRACT**

These Conditions (hereinafter referred to as “The Conditions”) apply to every Work Instruction issued to a Contractor by the Employer, or his representative (hereinafter referred to as “the Contract Administrator”)

Any reference to any statute or statutory provision, regulation or order, code of practice, guidance, standard or any other document shall be construed as referring to the aforementioned as may from time to time be amended, modified, extended, re-enacted or replaced.

## **DEFINITIONS**

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

Client:	means the Employer
Commencement Date:	means the date when the Works start on Site.
Completion Date:	means the date when the Works are completed.
Contract Administrator (CA):	means the individual nominated by the Employer for administering the contract and his authorised representative.
Contract Documents:	means the Work Instruction and any relevant document(s) referred to thereon (such Works Instructions and document(s) are hereinafter referred to as "the Contract Documents "
Contract Sum:	means the amount the Employer will pay to the Contractor. This is the sum stated on the Work Instruction
Contractor:	means the organisation named as responsible for carrying out the contract.
Defects Liability Period:	means the period following issue of the practical completion certificate where the Contractor must respond to correct any defects.
Design Team:	means the Employers designer.
Employer:	means North Devon District Council or anyone acting on the behalf of North Devon District Council
Extension of Time Form:	means the form to be completed for the notice of extension of time
Making Good Defects Certificate:	means the certificate issued to the Contractor to confirm that identified defects have been corrected.
Person-in-Charge:	The Contractor's nominated representative in charge on Site
Premises Manager:	means the person-in-charge of a premises.
Site:	means the site as detailed in the Contract Documents
Subcontractors:	Any organisation to whom any part of a Contract has been sub-let in accordance with the Contract
Work Instruction:	means as description of the specific works and activities for a project.

## **THE CONDITIONS - PART A**

### **CONTRACT**

#### **1.1        Contract Documents**

- 1.1.1        The Contractor is to carry out the contract work and requirements in accordance with the Work Instruction and any relevant document(s) referred to thereon (such Works Instructions and document(s) are hereinafter referred to as “the Contract Documents”).

#### **1.2        Contract Sum**

- 1.2.1        The Employer will pay to the Contractor the sum stated on the Work Instruction (hereinafter called “the Contract Sum”) or such other sum as shall become payable in accordance with the Contract Documents. The Contract Sum is exclusive of Value Added Tax.

### **PROVISIONAL SUMS**

#### **1.3        Use of Provisional Sums**

- 1.3.1        Provisional sums shall be expended as directed by the Contract Administrator or deducted in part or in whole if not required.

### **COMMENCEMENT AND COMPLETION**

#### **1.4        Contract Period**

- 1.4.1.        The Contractor is to comply with any dates for commencement and completion of the contract work as may be specified in the Contract Documents.

### **CONTROL OF WORKS**

#### **1.5        Subcontracting**

- 1.5.1        The Contractor shall not sub-contract the contract work or any part thereof without the written consent of the Contract Administrator and if requested, submit to the Contract Administrator evidence of suitability of such sub-contractors, which must include appropriate health and safety accreditation.

- 1.5.2.        The Contractor may not use sub-contract labour or other non-employed labour without written consent of the Contract Administrator.

#### **1.6        Notice of Commencement**

- 1.6.1        Where no start and completion dates are specified the Contractor shall inform the Contract Administrator of the date when work on site is intended to start and must give a minimum of three working days’ notice to the Person-in-Charge of the premises in order that the premises can be made available unless agreed otherwise.

1.6.2. All persons employed either on or in connection with the works on behalf of the Contractor must report to the Premises Manager before commencing work on the occupied premises.

1.6.3. All the persons in Clause 1.6.2. above must show their laminated identity cards detailing the individual's name, signature, photograph, company name and expiry date and provide a copy of the DBS clearance certificate if requested to do so.

#### 1.7 Site Instructions and Variations

1.7.1. The Contract Administrator may issue written instructions in regard to the Works and the Contractor shall without delay comply therewith. Any extras or omissions shall not vitiate the contract, but the fair value of the same shall be assessed by the Contract Administrator, and added to or deducted from the Contract Sum as appropriate. (In respect of variations for additional work which will be ordered in writing, the Contractor shall produce for inspection by the Contract Administrator supporting documentation).

1.7.2 Any instruction of the Contract Administrator given to the Contractor's representative on site shall be deemed to have been given to the Contractor and will be confirmed in writing to the Contractor's office.

#### 1.8 Exclusion from the Site

1.8.1 The Contractor shall give immediate effect to any reasonable instruction from the Contract Administrator to remove from the site any person employed thereon by the Contractor and indemnify, and keep indemnified, the Employer against any loss or damages arising from such action.

#### 1.9 Payment

1.9.1 Payment will be made after, (i) the contract work has been completed to the satisfaction of the Contract Administrator, (ii) the amount has been agreed incorporating Parts B and C if specified, and (iii) the Contractor has submitted a proper VAT invoice to the Employer.

#### 1.10 Fixed Price

1.10.1 This Contract is on a fixed price basis and the Contract Sum is not subject to fluctuations.

### **STATUTORY OBLIGATIONS**

#### 1.11 Notices etc.

1.11.1 The Contractor shall comply with all Current or Promulgated Legislation at Date of Tender and Bye-Laws and Regulations, give all notices required by the Local Authorities, Suppliers of Service Utilities or other parties having jurisdiction, and perform at no extra cost to the Employer all work required to their satisfaction and pay all fees, if any, legally

payable to them. The Contractor is to provide and maintain all necessary safety measures and facilities to comply with the Health and Safety at Work etc. Act 1974 and any amendments thereto and any other relevant statutory enactments.

1.12 Value Added Tax.

1.12.1 The Contractor will be required where applicable to pay such rate of tax as is legally payable on the cost of the supply of goods and services afforded by suppliers and sub-contractors. The payment and recovery of such tax will be the entire responsibility of the Contractor who will be deemed to have allowed in his tender figure for all incidental costs and expenses which he may thereby incur. Contractors registered for VAT shall, when submitting their accounts, include VAT invoices in accordance with the Finance Act 1972. When the amount to be paid to the Contractor has been agreed with the Contract Administrator the Contractor shall immediately forward a VAT invoice to the Employer so that payment can be made.

1.12.2 Notwithstanding any provisions elsewhere in this Contract the Employer shall not be obliged to make any further payment to the Contractor if the Contractor is in default in providing the VAT invoice referred to in 1.12.1 above, provided that this sub-clause 1.12.2 shall apply only where the Employer can show that such VAT invoice is required to validate any claim for credit for tax paid or payable under this Contract which the Employer is entitled to make to the Commissioners of HM Revenue and Customs.

1.13 Construction Industry Scheme (CIS)

1.13.1 The Employer at the Base Date is a “contractor” for the purposes of the Income and Corporation Taxes Act and The Income Tax (Construction Industry Scheme) Regulations. Base Date is either the tender date or, where no tender exists, the date of the Works Instruction.

1.14 Bribery and Corruption

1.14.1 The Employer shall be entitled to determine the employment of the Contractor under the Contract and to recover from the Contractor any extra cost incurred in completing the Contract, if the Contractor shall have offered, given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with the Employer, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, or if the like acts shall have been done by any person employed by or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to any contract with the Employer the Contractor or any person employed by or acting on his behalf shall have committed an offence under the Bribery Act 2010, the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward, the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972, or any re-enactment thereof.

**INDEMNITY AND INSURANCE**

- 1.15            The Contractor shall:
- 1.15.1        Indemnify the Employer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Employer arising out of or in connection with:
- 1.15.1.1        any breach of the warranty contained in clause 1.17;
- 1.15.1.2        any breach or negligent performance or non-performance of the Contract Documents by the Contractor;
- 1.15.1.3        any claim made against the Employer by a third party arising out of or in connection with the provision of the contract work, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Employer, its employees, agents or subcontractors; or
- 1.15.1.4        any claim made against the Employer by a third party, employee, agent or subcontractor for death, personal injury, disease or damage to property arising out of or in connection with the provision of the contract work is attributable to the acts or omissions of the Contractor, its employees, agents or subcontractors.
- 1.15.2        Have and keep in force for the duration of the contract a public liability insurance arrangements in place of at least £5 million (five million pounds) for each and every claim satisfactory to the Employer, duly endorsed to give indemnity to all Principals or to the Employer as Principal in respect of this contract in the sum of not less than £5m (Five Million Pounds) in respect of any occurrence or series of occurrences arising out of any one event.
- 1.15.3        Have and keep in force for the duration of the Contract an Employers' Liability Insurance Policy which complies with the requirements of the Employers' Liability (Compulsory Insurance) Act 1969 or any modification of it for the time being in force, duly endorsed to give indemnity either to all Principals or to the Employer as Principal in respect of this Contract.
- 1.15.4        The insurance required by sub-clauses 1.15.2 and 1.15.3 of this clause will be satisfactory to the Employer if taken out with a member of the Association of British Insurers, with Lloyds of London or with demonstrable equal or equivalent bodies. If so required the policies of insurance and the receipts for the current premiums must be produced for inspection on demand.
- 1.15.5        The insurance to be effected in pursuance of the above clauses shall not contain any clause or provision excluding or limiting the liability of the Insurers in respect of any incident arising from the application of heat.
- 1.15.6        Ensure that the employment of any sub-contractor, sub-contract labour or other non-employed labour does not invalidate his insurance cover.

- 1.15.7 Maintain and make available on demand proof of insurance including that for any sub-contractor, sub-contract labour or other non-employed labour.
- 1.15.8 Comply with the current edition of “Fire Prevention on Construction Sites: The Joint Code of Practice on the Protection from Fire on Construction Sites and Buildings Undergoing Renovation”.

#### **DETERMINATION**

1.16 Determination by the Employer

- 1.16.1 The Employer may determine the employment of the Contractor under contract if in the opinion of the Contract Administrator:

1. The Contractor fails to proceed diligently with the contract work

or

2. The Contractor is in breach of any Condition of this Contract and fails to remedy such breach within fourteen days of the receipt of the Contract Administrator’s written notice thereof.

or

3. The Contractor is Insolvent (as defined in clause 16.2 below).

- 1.16.2 For the purposes of these Conditions, the Contractor is Insolvent if:

1. he enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or

2. without a declaration of solvency, he passes a resolution or makes a determination that he would be wound up; or

3. he has a winding up order or bankruptcy order made against him; or

4. he has appointed to him an administrator or administrative receiver; or

5. he is the subject of any analogous arrangement, event or proceedings in any other jurisdiction; or

6. (additionally, in the case of a partnership) each partner is the subject of an individual arrangement or any other event or proceeding referred to in clauses 1.16.2.1 – 1.16.2.5.

- 1.16.3 The Contractor shall immediately notify the Employer if he makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 1.16.2.

- 1.16.4 In the event of the employment of the Contractor being determined as aforesaid the Employer may immediately repossess the site and employ others to complete the contract work. After the contract work is completed but not before, the Contract Administrator shall assess the additional

costs (including, but not limited to, construction, professional and administrative costs) to the Employer (if any) arising from the determination and the assessed sum shall be a debt payable by the Contractor to the Employer.

## **WARRANTY**

### **1.17      Warranty Period**

1.17.1      The Contractor warrants that the work will be carried out in a good and professional manner and in accordance with any specification which may be issued by the Employer and to a level of quality consistent with any relevant quality standards as may exist.

1.17.2      Defects which appear within twelve months of the completion of the contract work shall be made good by the contractor at no cost to the Employer. The remedial work must be carried out at a prearranged time and date and agreed with the Contract Administrator and Premises Manager.

## **PRACTICAL COMPLETION**

### **1.18      Practical Completion**

1.18.1      At practical completion of the Works the Contractor shall (with the input and co-operation of his sub-contractors and suppliers) provide and forward to the Contract Administrator, one paper copy and one electronic copy of documents relating to the operation and maintenance of the Works and other information as detailed within the Pre-Construction Information for inclusion within the property's Health and Safety File. Should the Contractor fail to provide such information, the Employer will consider the Contractor in breach of Contract. Should it be deemed necessary, the Employer may invoke clause 1.16.1 of these Conditions (Determination by the Employer) and arrange for all outstanding information to be prepared by others under clause 1.16.4 of these Conditions.



## **THE CONDITIONS - PART B :**

**The Employer will state in the particular contract documents applicable to a Project if Part A only applies, Part A and B applies or if Part A, B and C applies.**

- 2.0 Where Part B applies the following conditions apply in addition to the conditions in Part A. In the event of any conflict between the conditions in Part A and those in Part B then Part B shall prevail.
- 2.0.1 Part B allows for interim payments to the Contractor, with percentage retentions to be held by the Employer until the end of the defects liability period.

### **DEFECTS LIABILITY**

- 2.1 Defects Liability Period for all Works
- 2.1.1 Defects which appear within twelve months of the date of issue of the Practical Completion Certificate hereinafter referred to as "the Defects Liability Period" shall be made good by the Contractor at no cost to the Employer. The remedial works must be carried out at times/dates pre-arranged with the Contract Administrator and Premises Manager.

### **PAYMENTS**

- 2.2 Interim Payments for All Works
- 2.2.1 The Contractor may at intervals of not less than four weeks, submit to the Contract Administrator an application for payment showing the value of the work executed and, where applicable, materials on site for incorporation into the contract works. The due date shall be 2 days after receipt by the Contract Administrator of the application for payment and the Contract Administrator shall issue an interim payment certificate in that amount or such other sum considered by him to be correct or as agreed with the Contractor less 5% retention and less previous payments on account (if any) within 5 days of the due date showing the basis of calculation..
- 2.2.2 The final date for payment for each interim payment shall be 25 days after the due date or 25 days after receipt of the Contractor's VAT invoice whichever is the later and the Contract Administrator may issue a payless notice to the Contractor no later than 1 day before the final date for payment. A payless notice shall state the sum that the Council considers due on the date the notice is given (including details of any contra charges) and the basis on which that sum is calculated.
- 2.3 Penultimate Payment for all Works
- 2.3.1 On completion of the contract works to the satisfaction of the Contract Administrator, the Contract Administrator shall issue a Practical Completion Certificate. The Contractor shall then make an application to the Contract Administrator for the issue of a penultimate payment certificate. The due date shall be 2 days after receipt by the Contract Administrator of the application and the Contract Administrator shall issue

a penultimate payment certificate showing the value of the work satisfactorily completed and as considered by him or as agreed with the Contractor less 2½% retention and less any previous payments on account within 5 days of the due date.

- 2.3.2 The final date for payment for the penultimate payment shall be 25 days after the due date or 25 days after receipt of the Contractor's VAT invoice whichever is the later and the Contract Administrator may issue a payless notice to the Contractor no later than 1 day before the final date for payment. A payless notice shall state the sum that the Employer considers due on the date the notice is given (including details of any contra charges) and the basis on which that sum is calculated.

2.4 Final Payment Certificate for All Works

- 2.4.1 At the end of the Defects Liability Period or the date on which the Contractor has made good defects to the Contract Administrator's satisfaction, the Contract Administrator shall issue a Making Good Defects Certificate. The Contractor shall then submit the final VAT invoice for the agreed amounts to the Employer. The due date shall be 2 days after receipt by the Contract Administrator of the application and the Contract Administrator shall issue a final payment certificate showing the amount due to the Contractor and the basis on which it is calculated within 5 days of the due date.

2.5 Payment for All Works

- 2.5.1 The final date for payment of the final payment shall be 25 days after the due date or 25 days after receipt by the Employer of the Contractor's VAT invoice whichever is the later and the Contract Administrator may issue a payless notice to the Contractor no later than 1 day before the final date for payment. A payless notice shall state the sum that the Employer considers to be due on the date the notice is given (including details of any contra charges) and the basis on which that sum is calculated.

## **THE CONDITIONS - PART C**

**The Employer will state in the particular contract documents applicable to a Project if Part A only applies, Part A and B applies or if Part A, B and C applies.**

3.0 Where Part C applies the following provisions apply in addition to the provisions of Part A and Part B (as the case may be). In the event of any conflict between the provisions of Part A and Part B (or either of them) and Part C then Part C shall prevail.

3.0.1 Part C allows the Employer to recover liquidated and ascertained damages from the Contractor for failure to complete the contract work on time.

### **CONTRACT PERIOD**

3.1 Commencement and Completion Dates

3.1.1 The Contractor shall commence and complete the contract works in accordance with the dates stated in the Contract Documents, or any amendments thereto pursuant to clause 3.2.1.

3.2 Extension of Time

3.2.1 If the contract work should be delayed for reasons beyond the control of the Contractor, the Contractor shall so notify the Contract Administrator, who may grant the Contractor an extension of time for completing the contract works and an Extension of Time Form will be issued.

3.3 Completion Date

3.3.1 The Contract Administrator shall certify in writing to the Employer the date on which the works are completed to the satisfaction of the Contract Administrator.

3.4 Liquidated and Ascertained Damages

3.4.1 If the Contract works are not completed by the date referred to in Clause 3.1.1 the Contractor shall pay to the Employer liquidated and ascertained damages at the rate shown per calendar week or part of a week in the Contract Documents.

## **THE CONDITIONS - PRELIMINARIES**

### **4.1 Tender and Contract Documents**

- 4.1.1 THE TENDER DRAWINGS are listed in the Job Specific Preliminaries.
- 4.1.2 THE CONTRACT DRAWINGS will be the same as the tender drawings.
- 4.1.3 INSPECTION: Drawings and other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office of the Contract Administrator ("the CA").

### **4.2 The Site/Existing Buildings**

- 4.2.1 EXISTING MAINS/SERVICES:
  - The Contractor will be responsible for ascertaining the existence of all services and establishing their position on site before starting the Works, observing the local Authority's and/or the Supplier of the Service Utilities recommendation for work adjacent to existing services, adequately protecting, upholding, maintaining and preventing damage to all services.
  - Any damage to services resulting from execution of the works shall be notified to the CA and any appropriate Service Utility Supplier.
  - The Contractor will be responsible for making arrangements for any damage to be made good without delay to the satisfaction of the Service Utility or private owners as appropriate, including any consequential damage, all at his own expense.
  - The Contractor will replace any marker tapes or protective covers disturbed during site operations to the Service Utility's recommendations.
  - The Contractor must not plant any tree directly over any service.
- 4.2.2 CONSERVATION AREA: The Contractor will not enter or damage any part of the site designated on the plan(s) for conservation or retention in its original condition of soil, vegetation, water, wildlife or artefact.
- 4.2.3 USE OF THE SITE:  
The Contractor will:
  - Not use the site for any purpose other than carrying out the Works.
  - Do not display or permit advertisements to be displayed on site without consent of the CA.
- 4.2.4 RISKS TO HEALTH AND SAFETY:
  - The contractor will ensure that the nature and condition of the site/building cannot be fully and certainly ascertained before it is opened up.
  - The accuracy and sufficiency of this information is not guaranteed by the Employer or the CA and the Contractor must ascertain any additional information required to ensure the safety of all persons and the Works.
- 4.2.5 SITE VISIT:
  - Before tendering, ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
  - Before tendering the Contractor must consult the Site Asbestos Register (where available) and the HSG264 Refurbishment and Demolition Survey Report (if part of the tender documents) to ascertain the known locations of asbestos. No claim by the Contractor for additional payments arising from lack of knowledge of any circumstances affecting the works which could have

been foreseen will be allowed.

#### **4.3 Tendering/Subletting/Supply**

##### **MAIN CONTRACT TENDERING**

- 4.3.1 SCOPE: These conditions are supplementary to those stated in the invitation to tender, the Job Specific Preliminaries and on the Form of Tender.
- 4.3.2 TENDERING PROCEDURE will be in accordance with the principles of the JCT Tendering Practice Note 2012.
- 4.3.3 EXCLUSIONS: If the Contractor cannot tender for any part(s) of the work as defined in the tender documents the CA must be informed as soon as possible, defining the relevant part(s) and stating the reason(s) for the inability to tender.
- 4.3.4 ACCEPTANCE OF TENDER: The Employer and the Employer's representatives:
- Offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted.
  - Will not be responsible for any cost incurred in the preparation of any tender.
- 4.3.5 PERIOD OF VALIDITY: Tenders must remain open for consideration (unless previously withdrawn) for not less than three months from the date fixed for the submission or lodgement of tenders. Information on the date for possession/commencement is given in the Job Specific Preliminaries.
- 4.3.6 PUBLICITY: No information, either written or verbal, nor photographs nor drawings concerning the Contract shall be supplied by the Contractor to any person without the written authority of the CA.
- 4.3.7 ADVERTISEMENTS: The Contractor shall not erect or allow to be erected within the site any advertisement without the prior written approval of the CA. Should any advertisement be erected without such approval, the CA may order in writing the Contractor to remove it forthwith. If the Contractor shall fail to comply with such order within twenty four hours of its delivery to him/her, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him/her by the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor. Any approved advertisements within the site must be removed when so instructed in writing by the CA.

##### **PRICING/SUBMISSION OF DOCUMENTS**

- 4.3.8 PRICING OF DOCUMENTS: Alterations and qualifications to the documents must not be made without the written consent of the CA. Tenders containing unauthorised alterations or qualifications may be rejected. Costs relating to items which are not priced will be deemed to have been included elsewhere in the document.
- 4.3.9 CLARIFICATION AND AMENDMENT WHILST TENDERING: If in the course of preparing his/her tender the tenderer is uncertain as to any requirements or matters of fact which may affect his/her tender he/she shall immediately

request information from the CA. Such request must be received by the CA not less than seven days before the date for submission of tenders in order that reply can be made in sufficient time to enable effect to be given in the tender. When considered necessary the CA shall circulate the details to all other tenderers.

- 4.3.10 INCIDENTAL ITEMS: The Contractor is to include for any incidental items whether specifically mentioned or not and which are necessary to complete the work in accordance with good building practice to the true intent and meaning of the pricing documents.
- 4.3.11 CREDITS: All old materials removed from the site shall become the property of the Contractor unless otherwise specified and the Contractor is to make allowance for this when preparing his/her tender.
- 4.3.12 THE PRICED DOCUMENT must be submitted within four working days of request together with Method Statements requested in the Pre-Construction Information (where issued).
- 4.3.13 LUMP SUM ADDITIONS OR DEDUCTIONS TO ARRIVE AT TENDER: If the Contractor, to arrive at the amount of his/her tender, shall have added to or deducted from the total of the items in the priced documents any sum, either as a percentage or otherwise, a similar percentage or proportionate sum shall be added to or deducted from the amount of variations in the variations account. This is provided always that in determining the percentages or proportion of the sum so added or deducted by the Contractor, the total amount of all Preliminary items, Prime Cost and Provisional Sums of money shall be deducted from the total amount of the estimate before such percentage is ascertained.
- 4.3.14 EMPLOYMENT OF STAFF: Comply with all relevant employment related legislation.
- 4.3.15 ERRORS IN PRICED DOCUMENT will be dealt with in accordance with the JCT Tendering Practice Note 2012.
- 4.3.16 PROGRAMME: The Contractor's proposed programme showing the sequence and timing of the principal parts of the Works, periods for planning and design and itemising any work which is excluded must be submitted within two weeks of request.
- 4.3.17 QUALITY CONTROL RESOURCES: A statement must be submitted within four working days of request describing the organisation and resources which the Contractor proposes and undertakes to provide to control the quality of the Works, including the work of subcontractors. The statement must include the number and type of staff responsible for quality control, with details of their qualifications and duties.
- 4.3.18 PROVISIONAL SUMS: Where Provisional Sums are stated, the Contractor shall allow for all profit, overheads and attendance where a specialist subcontractor is specified and all profit, overheads and incidental costs where no specialist subcontractor is specified. All provisional sums will be adjusted by the CA.
- 4.3.19 PAINTING & DECORATION: Where the contract work includes painting and

decorating, this shall be carried out in accordance with the schedule of works.

- 4.3.20 MECHANICAL & ELECTRICAL WORK: All mechanical and electrical work shall be carried out in accordance with the schedule of works.

#### **4.4 Provision, Content and Use of Documents**

##### **DEFINITIONS AND INTERPRETATIONS**

- 4.4.1 DEFINITIONS: The meaning of terms, derived terms and synonyms used in the preliminaries/conditions of contract and tender documents is as defined below or in the appropriate British Standard or British Standard glossary.

- 4.4.2 DATE OF TENDER means the date for the return of tenders.

- 4.4.3 CA means the person nominated in the Contract as Contract Administrator or his/her authorised representative.

- 4.4.4 IN WRITING: When required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.

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

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

- 4.4.7 CROSS-REFERENCES TO THE SPECIFICATION:

- Where a numerical cross-reference to a specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.
- Where a numerical cross-reference is not given the relevant section(s) and clause(s) of the specification will apply, cross-reference thereto being by means of related terminology.
- Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.
- The Contractor must, before proceeding with the Works, obtain clarification or instructions in relation to any discrepancy or ambiguity which the Contractor may discover.

- 4.4.8 MANUFACTURERS' OR SUPPLIERS' NAMES:

- Where given in the documents they are given as an indication of the quality, performance and of the materials required but the Contractor has an option to submit other makes and supplies of no less a quality, performance and appearance in place thereof for the approval of the CA, such approval not to be unreasonably withheld. Should the CA not approve any items submitted to him/her for approval the Contractor shall provide any of the makes and supplies specified in the Specification without extra charge.

- In the event of the Contractor wishing to exercise this option he/she shall submit to the CA for each proposed substitution a separate tabulated comparison of all the relevant specifications for the products as specified and his/her proposed substitutions complete with comparative samples. Should the CA approve the substitution, any errors or inaccuracies in or omission from such comparisons shall be at the Contractor's risk and he/she shall execute any necessary remedial or extra work caused by such inaccuracy, error or omission at his/her own expense. The Contractor shall provide all necessary information to update and revise the contract information to be included in the safety file.
- In the event of a Contractor advising the CA of his/her wish to effect a substitution the CA shall invoke the requirements of the above clause and request submission of documentation.
- Upon receipt of this documentation the CA shall immediately consult the Design Team to consider all the ramifications including design implications, appearance, structural, thermal performance, condensation risk analysis, durability and cost in use factors, all of which would have been considered during the design process. In addition consideration shall also be given in arriving at a decision of the staff time involved if the substitution results in re-design/re-calculation of other associated building components/services installations that could be affected, leading to a change.

4.4.9      EQUIVALENT PRODUCTS: Wherever products are specified by proprietary name and the phrase 'or equivalent' is not included, it is to be deemed included.

4.4.10     BRITISH STANDARD PRODUCTS: Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product 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 specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. In advance of ordering notify the CA of all such substitutions and, when requested, submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.

4.4.11     REFERENCES TO BSI DOCUMENTS are to the versions and amendments listed in the BSI Standards Catalogue as issued at the Date of Tender.

4.4.12     MANUFACTURER AND REFERENCE: Where used in this combination:

- 'Manufacturer' means the firm under whose name the particular product is marketed.
- 'Reference' means the proprietary brand name and/or reference by which the particular product is identified.
- Manufacturer's references are those for a particular product specified in the manufacturer's technical literature current at the time of tender.

4.4.13     SIZES: Unless otherwise stated:



- Products are specified by their co-ordinating sizes.
  - Cross section dimensions of timber shown on drawings are nominal sizes before any required planning.
- 4.4.14      FIX ONLY means all labours in unloading, handling, storing and fixing in position, including use of all plant.
- 4.4.15      SUPPLY AND FIX unless stated otherwise all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete.

#### **TERMS USED IN REFURBISHMENT/ALTERATION**

- 4.4.16      REMOVE means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. It does not include removing associated pipework, wiring, ductwork or other services.
- 4.4.17      KEEP FOR REUSE means:
- During removal prevent damage to the stated components or materials, and clean off bedding and jointing materials.
  - Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.
- 4.4.18      REPLACE means:
- Remove the stated existing components, features and finishes.
  - Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed.
  - Make good as necessary.
- 4.4.19      REPAIR means carry out local remedial work to components, features and finishes as found in the existing building. Re-secure or re-fix as necessary and leave in a sound and neat condition. It does not include:
- Replacement of components or parts of components.
  - But does include Redecoration.
- 4.4.20      MAKE GOOD means carry out local remedial work to components, features and finishes which have been disturbed by other, previous work under this Contract and leave in a sound and neat condition. It does not include:
- Replacement of components or parts of components.
  - But does include Redecoration.

The meaning of the term shall not be limited by this definition where used in connection with the defects liability provisions of the Contract.

- 4.4.21      EASE means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.

- 4.4.22 TO MATCH EXISTING means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of appearance.

#### **DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER**

- 4.4.23 DIMENSIONS: The accuracy of dimensions scaled from the drawings is not guaranteed. The Contractor will obtain from the CA any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.
- 4.4.24 CHECKING SCHEDULES, DRAWINGS ETC: The Contractor will be responsible for checking all documents supplied by the CA or other professional building consultants. In the event of any discrepancy being found between such documents or if the Contractor considers that additional detail drawings are required, then in either case the Contractor shall report such discrepancy to the CA for instructions or apply in writing for such detail drawings at least twenty eight days before the Works concerned are to be executed.

#### **DOCUMENTS PROVIDED BY CONTRACTOR/ SUB-CONTRACTORS/SUPPLIERS**

- 4.4.25 TECHNICAL LITERATURE: The Contractor is to keep copies of the following on site, readily accessible for reference by all supervisory personnel:
- Manufacturers' current literature relating to all products to be used in the Works.
  - Relevant BS Codes of Practice.
  - Those parts of BS 8000 'Workmanship on building sites' which are invoked in the specification.
- 4.4.26 MAINTENANCE INSTRUCTIONS AND GUARANTEES:  
The Contractor will:
- Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to the CA on or before Practical Completion.
  - Notify the CA of telephone numbers for emergency services by Sub-contractors after Completion.

### **4.5 Management of the Works**

#### **GENERALLY**

- 4.5.1 SUPERVISION: The Contractor will:
- accept responsibility for co-ordination, supervision and administration of the Works, including all subcontracts.
  - Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as

necessary for co-ordination of the Works.

- 4.5.2 STAFF CONTACT: The Contractor must ensure that none of his/her employees have any contact with the Employer's staff or pupils in education buildings etc., other than through the designated contact agreed at the Pre-Contract Meeting or before work commences.
- 4.5.3 ON SITE DOCUMENTATION: A complete set of specifications, schedules, drawings, job specific preliminaries, etc. should be available on site in a secure location at all times during the course of the work and be marked up with any variations.
- 4.5.4 CONSIDERATE CONSTRUCTORS SCHEME:
- register the site with the Considerate Constructors Scheme Office, PO Box 75, Ware, Hertfordshire SG12 0YX, ([www.ccscheme.org.uk](http://www.ccscheme.org.uk)) telephone 01920 485959 – facsimile 01920 485958 - Freephone 0800 783 1423, and pay the appropriate fee if required for the project as defined in the contract documents.
  - Comply with the scheme's Code of Considerate Practice.
- 4.5.5 NOTICE OF COMPLAINT: Any notice of complaint received by the Contractor or left upon the site shall at once be forwarded by him/her to the CA.
- 4.5.6 INSURANCE: Before starting work on site the Contractor will submit documentary evidence and/or policies and receipts for the insurance required by the Conditions of Contract, when requested.
- 4.5.7 INSURANCE CLAIMS: 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, the Contractor will forthwith give notice in writing to the Employer, the CA and the Insurers. The Contractor will indemnify the Employer against any loss which may be caused by failure to give such notice.
- 4.5.8 LOCAL AUTHORITIES' FEES AND CHARGES: The Contractor will give all notices required by any Act of Parliament or by any Regulations or Bylaws of any Local Authority or Public Service Company or Authority who have any jurisdiction with regard to the Works or with whose systems the same are or will be connected, and pay and indemnify the Employer against any fees or charges (including rates and taxes) demandable under such Act of Parliament, Regulations or Bylaws in respect of the Works.
- 4.5.9 CLIMATIC CONDITIONS: Keep an accurate record of:
- Daily maximum and minimum air temperatures (including overnight).
  - Delays due to adverse weather, including description of the weather, type(s) of work affected and number of hours lost.
  - Temperature to be read at start of day's work, at noon and at the end of the working day and recorded in the site diary.
- 4.5.10 OWNERSHIP: Materials arising from the alteration work are to become the

property of the Contractor except where otherwise stated. The Contractor will remove from site as work proceeds.

4.5.11 **HARDCORE:** Brick rubble or other hard materials arising from the work may be reused as hardcore, subject to compliance with specification.

4.5.12 **FIRE COMPARTMENTATION:** The Contractor will at all times maintain the integrity of compartmentation within premises. Any hole drilled through a wall, floor or ceiling, etc. shall be fire-stopped even when on the site as the work proceeds.

### **PROGRAMME/PROGRESS**

4.5.13 **PROGRAMME:**

- Upon receipt of a Works Instruction the Contractor shall submit to the CA a programme of works in the form of a bar chart where the contract period is more than four days.
- The programme for the Works must include periods for all:
  - Planning and mobilisation by the Contractor.
  - 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 or on behalf of the Employer and concurrent with the Contract, the nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- Where and to the extent that the programme implications for work which is not so defined are impossible to assess the Contractor will exclude it from his programme and confirm this when submitting the programme.
- The programme shall be regularly updated by the Contractor at not less than one monthly intervals.
- The Contractor will submit two copies to the CA.

4.5.14 **SUBMISSION** of programmes will not relieve the Contractor of his/her responsibility to apply in writing for instructions, drawings, etc. in accordance with the Conditions of Contract.

4.5.15 **COMMENCEMENT OF WORK:**

The Contractor will:

- Inform the CA at INorth seven working days before the proposed date for commencement of work on site.
- For landscaping work only inform the CA at INorth forty eight hours prior to commencement of each part of the work.

4.5.16 **MONITORING:** The Contractor will record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works, put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

- 4.5.17 PRE-CONTRACT MEETING: Before commencing any Works on site the Contractor must attend a Pre-contract meeting with the CA and the Premises Manager to agree/confirm the programme of work. Areas of site/building will be made available to the Contractor in sequence which will cause minimum disruption to that establishment. Any variation to this programme must be authorised by the CA and a Variation Order issued.
- 4.5.18 CA'S SITE MEETINGS:
- The CA will hold regular site meetings to review progress and other matters arising from the administration of the Contract. Meetings will normally be held monthly.
  - The Contractor shall ensure the availability of accommodation at the time of such meetings.
  - The Contractor will attend all meetings and inform subcontractors and suppliers when their presence is required.
  - The CA will chair the meetings and take and distribute minutes.
- 4.5.19 CONTRACTOR'S SITE MEETINGS: The Contractor will hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.
- 4.5.20 PHOTOGRAPHS: The Contractor will provide condition survey photographs from agreed points before commencement of the works submitting one set of prints and one condition survey to the CA. This will be carried out in the presence of the CA unless agreed otherwise.
- 4.5.21 NOTICE OF COMPLETION:
- A provisional date for handing over the Works will be agreed and approximately two weeks before this date the CA, subject to his/her being satisfied that the work is in a sufficient state of readiness, will compile a detailed list of outstanding and/or defective works upon receipt of which the Contractor shall forthwith complete or remedy. The formal handover will not take place until all items listed have been completed or remedied. Thereupon the CA will arrange for the formal handover, which will normally be within one week.
  - At the formal handover a responsible representative of the Contractor shall accompany the CA (together with such other representatives of the Employer as he may consider necessary) on an inspection of the Works. Any minor outstanding items and/or defects which may be found to exist at that time will be listed and shall be remedied by the Contractor at pre-arranged times/dates with the CA.
  - For landscaping works only the Contractor is to notify the CA in writing of the work completed at each maintenance visit. Notification is to be made within seven days of each visit. No payment will be made for work which has not been notified as specified.
- 4.5.22 ADVERSE WEATHER: Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.

#### **CONTROL OF COST**

- 4.5.23 CASH FLOW FORECAST: As soon as possible and before starting work on site the Contractor will submit to the CA a forecast showing the gross valuation of the Works at the date of each interim certificate throughout the contract period based upon the programme for the works.

- 4.5.24 EXISTING WORK: The extent and location of renewal of existing work must be agreed, at INorth on a provisional basis, with the CA before the work is started. The Contractor will remove existing work in ways which will reasonably minimise the amount of removal and renewal.
- 4.5.25 MEASUREMENTS: The Contractor will give reasonable notice to the CA before covering up work which the CA requires to be examined and/or measured. In default thereof, the Contractor will be liable to uncover and reinstate the same at his/her own expense.
- 4.5.26 DAYWORKS:
- No work is to be executed on a daywork basis without due prior notice to and approval of the CA.
  - Where authority is given for work to be executed on a daywork basis, original vouchers giving full particulars of hours worked, names of craftsmen and labourers, rates of wages paid, descriptions of work executed, materials and plant used, must be forwarded to the CA or his/her representative not later than the end of the week following that in which the work has been executed. The daywork sheets shall be numbered in sequence and all sheets are to be signed by the Contractor's Person-in-Charge on a daily basis.
  - Such signatures are only to be taken as certifying that the time, materials and plant are correct and shall not be held to justify a claim that the work shall be so charged or that it cannot be measured and priced according to the terms of the Contract.
  - Vouchers recording the labour shall state the age and training year for apprentices/trainees under 19 years and over 19 years of age respectively, and for labourers under 18 years of age in addition to the usual names and trades.
  - Agreement to work being valued as daywork is to be reached in the month the work is carried out and the Contractor is to present priced copies to the CA for checking and agreement for inclusion in the next interim payment. Failure to do so will preclude a value being included with the next interim payment.
  - The terms "Prime Cost" and "Overheads" in connection with the Provisional Sums for Daywork in the documentation shall be as defined in "Definition of Prime Cost of Daywork carried out under a Building Contract" last before issued by the Royal Institution of Chartered Surveyors and the Construction Confederation.
  - All terms used in connection with work to be executed on a Daywork basis shall be as defined in "Definition of Prime Cost of Daywork carried out under a Building Contract" last before issued by the Royal Institution of Chartered Surveyors and the Construction Confederation, and notwithstanding Clause 1.2 thereof, shall apply equally to work so ordered to be carried out during the Defects Liability Period.
  - Percentage additions on Prime Cost for Daywork on work at the rates set out in these documents shall also apply to work ordered to be carried out during the Defects Liability Period and on work sub-let.
- 4.5.27 INCOME AND CORPORATION TAXES ACT (ICTA) 1988:
- The Contractor's attention is drawn to sections 559-567 of the Income and Corporation Taxes Act (ICTA)1988 and the Income Tax (Construction Industry Scheme (Amendment) Regulations 2008.
  - Deductions in accordance with the Construction Industry Scheme will be made unless a company Unique Tax Reference is verified to the Employer.

- The Contractor is specifically reminded that it is his/her duty and responsibility to satisfy himself/herself as to the exemption status of all Sub-contractors. For this contract the Employer is designated "A Contractor under the above Act".

4.5.28 INSPECTION OF DOCUMENTS BY NORTH DEVON DISTRICT COUNCIL AND GOVERNMENT AUDITORS: The Contractor shall retain all relevant time sheets, wages books, vouchers, quotations and invoices in connection with the Contract for a period of twelve months from the 31st March following final payment or until inspected and approved by the North Devon District Council and Government Auditors whichever is the later.

4.5.29 INTERIM VALUATIONS: At INorth 2 days before the end of each established period for interim valuations submit to the CA details of amounts due under the contract together with all necessary supporting information.

4.5.30 UNFIXED MATERIALS: At the time of each valuation disclose to the CA which of the unfixed materials and goods on site are free from and which are subject to, any reservation of title inconsistent with passing of property together with their respective values. When requested provide evidence of freedom from reservation of title.

#### **4.6 Quality Standards/Control**

##### **MATERIAL AND WORKS GENERALLY**

4.6.1 GOOD PRACTICE: Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:

- Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the Contract Documents, and
- In accordance with good building practice.

4.6.2 GENERAL QUALITY OF PRODUCTS:

- Products to be new unless otherwise specified.
- For products specified to a British or European Standard the Contractor will obtain certificates of compliance from manufacturers when requested by the CA.
- Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. The Contractor will produce written evidence of sources of supply when requested by the CA.
- The Contractor will ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance.
- Where consistency of appearance is desirable the Contractor will ensure consistency of supply from the same source. Unless otherwise approved the Contractor will not use different colour batches where they can be seen together.
- If products are prone to deterioration or have a limited shelf life the Contractor will order in suitable quantities to a programme and use in appropriate sequence. The Contractor will not use if there are any signs of deterioration, setting or other unsatisfactory condition.
- All products must be from approved manufacturers.
- The Contractor will only use products that comply with the Construction

Products Regulation 2011 and any subsequent revision.

4.6.3 PROPRIETARY PRODUCTS:

The Contractor will:

- Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform the CA if these recommendations/instructions conflict with any other specified requirement. Submit copies to the CA when requested.
- The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturer's literature current at Date of Tender.
- Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform the CA and do not place orders for or use the affected products without further instructions.
- Where British Board of Agrément certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.
- The Contractor will hand to the CA any maintenance/cleaning instructions issued with proprietary products.

4.6.4 CHECKING COMPLIANCE OF PRODUCTS: the Contractor will check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the Contract Documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:

- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- All accessories and fixings which should be supplied with the goods have been supplied.
- Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The products are clean, undamaged and otherwise in good condition.
- Products which have a limited shelf life are not out of date.

4.6.5 PROTECTION OF PRODUCTS:

The Contractor will:

- Prevent over-stressing, distortion and any other type of physical damage.
- Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work.
- Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products.
- Prevent excessively high or low temperatures and rapid changes of temperature in the products.
- Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
- Ensure that sheds and covers are of ample size, in good weatherproof



condition and well secured.

- Keep different types and grades of products separately and adequately identified.
- So far as possible keep products in their original wrappings, packing or containers, until immediately before they are used.
- Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.
- Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.

#### 4.6.6 SUITABILITY OF RELATED WORK AND CONDITIONS:

The Contractor will:

- Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, ensure that:
- Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.
- All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.
- The environmental conditions are suitable, particularly that the building is suitably weather-tight when internal components, services and finishes are installed.

#### 4.6.7 GENERAL QUALITY OF WORKMANSHIP:

The Contractor will:

- Operatives must be appropriately skilled and experienced for the type and quality of work.
- Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
- Inspect components and products carefully before fixing or using and reject any which are defective.
- Fix or lay securely, accurately and in alignment.
- Where not specified otherwise, select fixing and jointing methods and types, sizes and spacing of fastenings in compliance with the National Building Specification Ltd's Section Z20. Fastenings to comply with relevant British Standards.
- Provide suitable, tight packing at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not over tighten fixings.
- Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.
- Ensure that all moving parts operate properly and freely. Do not cut, grind or plane pre-finished components and products to remedy binding or poor fit without approval.

4.6.8 INTER-TRADE ATTENDANCE: The Contractor will provide attendance of trade upon trade as may be required to complete the works.

4.6.9 WATER FOR THE WORKS: The Contractor will ensure water for the works is clean and uncontaminated. If other than mains supply is proposed provide evidence of suitability. Test to BS 3148 if instructed by the CA.

### **SAMPLES/APPROVALS**

4.6.10 APPROVAL OF PRODUCTS: Where approval of a product is specified the

requirement for approval relates to a sample of the product and not to the product as used in the Works. The Contractor will submit a sample or other evidence of suitability and will not confirm orders or use the product until approval of the sample has been obtained. The Contractor will retain approved samples in good, clean condition on site and ensure that the product used in the Works matches the approved sample. The Contractor will remove when no longer required.

4.6.11 **SAMPLES OF FINISHED WORK:** Where a sample of finished work is specified for approval, the requirement for approval relates to the sample itself (if approval of the finished work as a whole is required this is specified separately). The Contractor will obtain approval of the stated characteristic(s) of the sample before proceeding with the Works from the CA. The Contractor will retain approved sample in good, clean condition on site and ensure that the relevant characteristic(s) of the Works match the approved characteristic(s) of the sample. The Contractor will remove samples which are not part of the finished Works when no longer required.

4.6.12 **APPROVALS:** Where and to the extent that products or work are specified to be approved or the CA instructs or requires that they are to be approved, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics either:

- To the express approval of the CA or
- To match a sample expressly approved by the CA as a standard for the purpose.

4.6.13 **APPROVALS:** Inspection or any other action by the CA must not be taken as approval of products or work unless the CA so confirms in writing in express terms referring to:

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

#### **ACCURACY/SETTING OUT GENERALLY**

4.6.14 **ACCURACY OF INSTRUMENTS:** Use instruments and methods described in BS 5606, Appendix A.

4.6.15 **SETTING OUT:** The Contractor will submit details of methods and equipment to be used in setting out the Works. Provide all instruments, temporary bench marks and labour for setting out and levelling.

4.6.16 **SETTING OUT:** The Contractor will check the levels and dimensions of the site against those shown on the drawings, and record the results on a copy of the drawings. The Contractor will notify the CA in writing of any discrepancies and obtain instructions before proceeding. For landscaping works pegs are to be used for setting out and marking at such points and profiles as may be directed by the CA.

4.6.17 **SETTING OUT:** The Contractor will inform the CA when overall setting out is complete and before commencing construction. For landscaping only the CA reserves the right of final adjustment of the work after setting out by the

Contractor.

4.6.18 APPEARANCE AND FIT:

The Contractor will:

- Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.
- Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.
- Without prejudice to the above and unless specified otherwise, tolerances will (where applicable) be not greater than those given in BS 5606, Tables 1 and 2.

4.6.19 CRITICAL DIMENSIONS: The Contractor will set out and construct the works to ensure compliance with critical dimensions.

4.6.20 RECORD DRAWINGS: The Contractor will record details of all grid lines, setting-out stations, bench marks and profiles on the site setting-out drawing. Retain on site throughout the contract and hand to the CA on Completion.

**SERVICES GENERALLY**

4.6.21 SERVICES REGULATIONS:

- Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Supplier of the Utilities and entirely to their inspector's satisfaction.
- Electrical work must be carried out by an approved member of the National Inspection Council for Electrical Installation Contracting, or equivalent accredited body, and must conform to requirements of the current IEE Regulations and the local Supply Authority.

4.6.22 WATER REGULATIONS/BYLAWS NOTIFICATION: The Contractor will notify the Water Utility of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details. Allow adequate time to receive the Utility consent before starting work. Inform the CA immediately if consent is withheld or is granted subject to significant conditions.

4.6.23 WATER REGULATIONS/BYELAWS CONTRACTOR'S CERTIFICATE: On completion of the work the Contractor will submit to the CA (and where required also to the Water Utility) a certificate including:

- The address of the premises.
- A brief description of 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 Bylaws.
- The name and signature of the individual responsible for checking compliance.
- The date on which the installation was checked.

- 4.6.24      **GAS INSTALLATION CERTIFICATE:** the Contractor will hand over to the CA before practical Completion a certificate stating:
- The address of the premises.
  - A brief description of new installation and/or work carried out to an existing installation.
  - Any special recommendations or instructions for the safe use and operation of gas appliances and flues.
  - The Contractor's name and address.
  - A statement that the installation complies with the Gas Safety (Installation and Use) Regulations
  - The name and signature of the CORGI registered individual responsible for checking compliance.
  - The date on which the installation was checked.
- 4.6.25      **OIL INSTALLATION CERTIFICATE:** The Contractor will hand over to the CA before Practical Completion a certificate stating:
- The address of the premises.
  - A brief description of new installation and/or work carried out to an existing installation.
  - Any special recommendations or instructions for the safe use and operation of gas appliances and flues.
  - The Contractor's name and address.
  - A statement that the installation complies with the OFTEC Regulations.
  - The name and signature of the individual responsible for checking compliance.
  - The date on which the installation was checked.
- 4.6.26      **SERVICE RUNS:** The Contractor will make adequate provision for services including unobstructed routes and fixings. Wherever possible ducts, chases and holes are to be formed during construction rather than cut.
- 4.6.27      **MAIN SERVICES:**
- The Contractor will co-ordinate the laying of services to ensure that all cables and services are laid before landscape work is completed and to depths appropriate to finished ground levels.
  - Where trenches for mains water, gas, electricity and telephone services are excavated by the respective Utilities during the progress of the Works, the Contractor will allow them free access to the site and for any disruption and/or delays and for forming any necessary temporary access to the Works while these services are being installed.
- 4.6.28      **MECHANICAL & ELECTRICAL WORK:** All mechanical and electrical work shall be carried out in accordance with the schedule of works.
- 4.6.29      **ELECTRICAL WORK:**
- Electrical work must be carried out by an electrical Contractor on the roll of the National Inspection Council for Electrical Installation Contracting, or equivalent accredited body, and conform to the requirements of current IEE Regulations and the local electricity supplier.
  - The name of the selected sub-contractor must be indicated on the relevant document at the time of tender.
  - No Contract or Agreement entered into by the Contractor with a sub-contractor shall in any way amend the terms and conditions of the Contract between Employer and the Contractor.

- 4.6.30 **GAS INSTALLATION AND FITTINGS:**
- Work on gas installation and fittings must only be carried out by a Contractor who is on the Roll of the Council for Registered Gas Installers and conform to the requirements of Gas Safety (Installation and Use) (Amendment) Regulations 1998 or any subsequent and/or amending Regulations.
  - The name of the selected sub-contractor must be indicated on the relevant document at the time of tender.
  - No Contract or Agreement entered into by the Contractor with a sub-contractor shall in any way amend the terms and conditions of the Contract between Employer and the Contractor.
- 4.6.31 **HOT, COLD WATER AND HEATING:**
- Work on hot and cold water and heating services must be undertaken by specialist Contractors and shall comply with the current Building Regulations and Water Supply (Water Fittings) (Amendment) Regulations, 1999.
  - The name of the selected sub-contractor must be indicated on the relevant document at the time of tender.
  - No Contract or Agreement entered into by the Contractor with a sub-contractor shall in any way amend the terms and conditions of the Contract between Employer and the Contractor.
- 4.6.32 **MAINTENANCE OF HEATERS:**
- Gas fired units and fan convactor units installed pursuant to this Contract are to be cleaned and serviced by the Contractor free of charge at the end of twelve months from the date of Practical Completion.
  - Oil fired units and fan convectors installed pursuant to this Contract are to be cleaned and serviced at six months and twelve months from the date of Practical Completion.
- 4.6.33 **MECHANICAL AND ELECTRICAL SERVICES:** the Contractor will ensure that final tests and commissioning is carried out so that they are in full working order at Practical Completion. All relevant certificates must be presented to the CA prior to Practical Completion.

#### **SUPERVISION/INSPECTION/DEFECTIVE WORK**

- 4.6.34 **SUPERVISION:** In addition to the constant management and supervision of the works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.
- 4.6.35 **PERSON-IN-CHARGE:** The Contractor will give at INorth 2 weeks notice to the CA before changing the person-in-charge or site agent.
- 4.6.36 **OVERTIME WORKING:** Whenever overtime is to be worked, the Contractor will give the CA not less than 48 hours notice, specifying times, types and locations of work to be done. Concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.
- 4.6.37 **DEFECTS IN EXISTING CONSTRUCTION:** the Contractor will report defects to the CA without delay. The Contractor will obtain instructions before

proceeding with work which may:

- Cover up or otherwise hinder access to the defective construction, or
- Be rendered abortive by the carrying out of remedial work.

4.6.38 ACCESS FOR INSPECTION: The Contractor will give the CA not less than 48 hours notice before removing scaffolding or other facilities for access.

4.6.39 TIMING OF TESTS AND INSPECTIONS: The Contractor will agree dates and times of tests and inspections with the CA at least 7 days notice in advance, to enable the CA and other affected parties to be present. On the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.

4.6.40 TEST CERTIFICATES: The Contractor will submit a copy of each certificate to the CA as soon as practicable and keep copies of all certificates on site.

4.6.41 PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/  
PRODUCTS:

The Contractor will:

- As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract or appear that they may not be in accordance submit proposals to the CA for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- Such proposals may be unacceptable to the CA and contrary instructions may be issued.

4.6.42 DAMAGED OR SPOILED WORK: Any work damaged or spoiled by weather, traffic or other causes due to inadequate temporary protection will be taken down and re-executed by the Contractor or otherwise made good by and at cost to the Contractor.

4.6.43 MEASURES TO ESTABLISH ACCEPTABILITY: Wherever inspection or testing shows that the work, materials or goods are not in accordance with the Contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:

- will be at the expense of the Contractor, and
- will not be considered as grounds for extension of time.

4.6.44 QUALITY CONTROL: The Contractor will establish and maintain procedures to ensure that the Works, including the work of all subcontractors, comply with specified requirements. The Contractor will maintain full records, keep copies on site for inspection by the CA, and submit copies of particular parts of the records on request. The records must include:

- Identification of the element, item, batch or lot including location in the Works.
- The nature and dates of inspections by the Contractor or the CA, tests and approvals.
- The nature and extent of any non-conforming work found.
- Details of any corrective action.

#### **WORK AT OR AFTER COMPLETION**

4.6.45 GENERALLY:  
The Contractor will:

- Make good all damage consequent upon the Works.
- Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.
- Clean the works thoroughly inside and out including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work.
- Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction.
- Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

4.6.46 **SPECIALIST CLEANING:** On completion of the contract work all surfaces within the following areas are to be cleaned by a specialist cleaning contractor. (Cleaning by the Contractor's own operatives will not be acceptable):

- The area of the contract work.
- Any areas affected by the transmission of dust, liquids or other things from the contract work.
- Any areas affected by the movement of operatives etc. in and around the building.
- All areas are to be cleaned to a standard at INorth to that existing immediately prior to the commencement of the contract work, which standard be agreed at the pre-contract meeting. Contractors are to allow due time prior to Practical Completion for the cleaning operation to be completed.

4.6.47 **SECURITY AT COMPLETION:** The Contractor will leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.

4.6.48 **MAKING GOOD DEFECTS:** the Contractor will make arrangements with the Employer and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. The Contractor will inform the CA when remedial works to the various parts of the Works are completed.

4.6.49 **POST COMPLETION REVIEWS:** Upon completion of a project, the CA, Contractor, Service Department's Manager and Building ser shall meet one month after practical completion to review the day to day operation of the building and to monitor any remedial work required. At this meeting a programme for further meetings will be arranged which will probably be arranged for one month before each holiday period so that remedial work can be organised and completed during the holiday period. In the case of educational establishments the meetings shall be arranged at such a time so the works can be undertaken in a school holiday period.

4.6.50 **HIGHWAY/SEWER ADOPTION:** Where work is to be adopted by the Highway/Sewer Authorities under Section 38 of the Highways Act, 1980 or

Section 104 of the Water Industries Act 1991 it must be:

- Completed by the Contractor to the satisfaction of the Highway/Sewer Authorities before being certified as complete by the CA.
- Subject to a Defects Liability Period of 12 months.
- Maintained by the Contractor during the Defects Liability 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.

#### **4.7        Security/Safety/Protection**

##### **HEALTH, SAFETY AND WELFARE**

4.7.1        The Construction (Design and Management) Regulation 2015 (CDM Regulation 2015):

- All North Devon District Council Works projects fall within The CDM Regulation 2015 and Amendments current and/or promulgated at Date of Tender.
- The Job Specific Preliminaries will indicate whether the project is either 'Notifiable' to the Health and Safety Executive or 'Non Notifiable' within the meaning of the CDM 2015 Regulations.

4.7.2        WHERE THE PROJECT IS "Non-Notifiable" the Contractor must comply with all of the CDM 2015 Regulation. Contractors must do the following on all projects:

- Check Clients are aware of their duties;
- satisfy themselves that they and anyone they employ or engage are competent and adequately resourced;
- plan, manage and monitor their own work to make sure that workers under their control are safe from the start of their work on site;
- ensure that any contractor who they appoint or engage to work on the project is informed of the minimum amount of time which will be allowed for them to plan and prepare before starting work on site;
- provide workers under their control (whether employed or self-employed) with any necessary information, including about relevant aspects of other contractors' work, and site induction (where not provided by a principal contractor) which they need to work safely, to report problems or to respond appropriately in an emergency;
- ensure that any design work they do complies with Regulation 9 comply with any requirement listed in Schedule 2 and Part 4 of the Regulations that apply to their work;
- co-operate with others and co-ordinate their work with others working on the project;
- ensure the workforce is properly consulted on matters affecting their health and safety; and
- obtain specialist advice (for example from a structural engineer or occupational hygienist) where necessary when planning high-risk work – for example alterations that could result in structural collapse or work on contaminated land;
- ensure all the workers:-
  - (i) check own competence;
  - (ii) co-operate with others and co-ordinate work so as to ensure the health and safety of construction workers and others who may be affected by the



work;

(iii) report obvious risks;

(iv) comply with the requirements in Schedule 3 and Part 4 of the Regulations for any work under their control;

(v) take account of and apply the general principles of prevention when carrying out duties;

(vi) Issue a Construction Phase Plan (CPP) to the Client's CA before construction starts. The Contractor must not start construction until the Client has deemed the CPP suitably advanced for construction to begin;

(vii) If **more than one Contractor** is being used for this project the Principal Contractor is to liaise with the Principal Designer to ensure that all information is gathered for the Health and Safety File and that any contractor design takes into account the General Principles of Prevention as per The CDM Regulation 2015, Schedule 5 Appendix 1.;

(viii) If **one** Contractor is being used for this project then the Contractor must provide the Designer with information for adding to the onsite Health and Safety File;

(ix) Prepare and issue any information required for the Operation and Maintenance Manuals as instructed by the CA.

- Contractors must ensure in particular compliance with Regulation 20 – Demolition or Dismantling “(1) The demolition or dismantling of a structure, or part of a structure, shall be planned and carried out in such a manner as to prevent danger or, where it is not practicable to prevent it, to reduce danger to as low a level as is reasonably practicable. (2) The arrangements for carrying out such demolition or dismantling shall be recorded in writing before the demolition or dismantling work begins”.
- Where the Non Notifiable Project has **more than one** Contractor the Client must appoint a Principal Contractor in writing to manage the construction project. The Principal Contractor must comply with all their Duties under the CDM Regulations 2015, attention should be drawn to Regulations 12/13/14.

4.7.3 WHERE THE PROJECT IS 'Notifiable' to the Health and Safety Executive the Client must appoint a Principal Contractor who must comply with all of the CDM 2015 Regulations.

- The Principal Contractor must comply with the following on all projects:
  - (a) Satisfy themselves that the Client is aware of their duties, that a Principal Designer has been appointed and the Health and Safety executive notified before they start Work;
  - (b) make sure that they are competent to address the health and safety issues likely to be involved in management of the construction phase;
  - (c) ensure that a Construction Phase Plan is issued before construction begins and that it has been deemed suitable by the Client, the construction phase is properly planned, managed and monitored, with adequate resources and competent site management appropriate to the risk and activity;
  - (d) ensure that every contractor who will work on the project is informed of the minimum amount of time which they will be allowed for planning and preparation before they begin work on site;
  - (e) ensure all contractors are provided with the information about the project that they need to enable them to carry out their work safely and without risk to health. Requests from contractors for information should be met promptly;
  - (f) ensure safe working and co-ordination and co-operation between contractors;
  - (g) ensure that the Construction Phase Plan is:-

- (i) prepared before construction work begins;
- (ii) developed in discussions with, and communicated to, contractors affected by it;
- (iii) implemented; and
- (iv) kept up to date as the project progresses.
- (h) satisfy themselves that the designers, and contractors they engage, are competent, adequately resourced and they liaise with the Principal Designer;
- (i) ensure suitable welfare facilities are provided from the start of the construction phase;
- (j) take reasonable steps to prevent unauthorised access to the site;
- (k) prepare and enforce any necessary site rules;
- (l) provide (copies of or access to) relevant parts of the CPP and other information to contractors, including the self-employed, in time for them to plan their work;
- (m) liaise with the Principal Designer on design carried out during the construction phase, including design by specialist contractors, and its implications for the plan;
- (n) provide the Principal Designer promptly with any information relevant to the health and safety file, and Operation and Maintenance Manuals;
- (o) ensure that all the workers have been provided with suitable health and safety induction, information and training;
- (p) ensure all the workers:-
  - (i) check own competence;
  - (ii) co-operate with others and co-ordinate work so as to ensure the health and safety of construction workers and others who may be affected by the work;
  - (iii) report obvious risks;
  - (iv) comply with the requirements in Schedule 3 and Part 4 of the Regulations for any work under their control;
  - (v) take account of and apply the general principles of prevention when carrying out duties.
- (q) ensure the workforce is consulted about health and safety matters; and
- (r) Display the proper notification.

- 4.7.4 PREPARATION OF TENDER OR QUOTE: When preparing his tender or quotation, the Contractor will make due allowance for the provision of all necessary resources to enable him to comply with the requirements and prohibitions imposed on him by or under the relevant statutory provisions. When preparing the Construction Phase Plan (CPP), the Contractor shall address all significant health and safety issues arising from the works especially those detailed within the Pre-Construction Information pack (PCI).
- 4.7.5 ASSESSMENT OF TENDER: The Contractor shall submit to the Contract Administrator, when requested to do so, the documentation as detailed within the PCI to assist in the initial assessment of his tender. Following such assessment and within seven days of being requested to do so, the Contractor shall submit to the Contract Administrator for consideration by the Principal Designer, his initial CPP covering at least the early stages of work.
- 4.7.6 SUBMISSION OF CONSTRUCTION PHASE PLAN: The CPP must be submitted by the Contractor no later than three working days prior to commencement of any works on site and on no account may the Contractor commence any works on site until such time that the Client is satisfied that the CPP has been suitably developed. In assessing the suitability and sufficiency of the initial CPP, the Employer will apply the guidance contained

in the HSE document L153 to the CDM Regulation 2015 as current and/or promulgated at the time of tender.

4.7.7 HEALTH AND SAFETY TRAINING:

- The Contractor shall ensure that all of his employees are sufficiently competent in every aspect and in particular, in matters of health and safety. Competence will include an appropriate mix of knowledge, experience, personal skills and training (including refresher or re-training as may be necessary) as evidenced by the possession of relevant certification (e.g. CSCS certification or similar) and other awards following the successful completion of training schemes as recognised by the Health and Safety Executive, CITB, IOSH, etc.
- As an absolute minimum, all personnel working alone or working in small gangs, e.g. those carrying out routine or reactive maintenance works, will be suitably trained in health and safety including emergency procedures and first-aid, and will be required to follow safe systems of working as deemed necessary following risk assessment and the preparation of detailed method statements. Where necessary, 'safe systems of work' will include the adoption of formal "Permit to Work" systems.
- All personnel will be supervised by suitably competent managers who have at INorth successfully completed the Construction Skills Site Management Safety Training Scheme and obtained the relevant certificate or equivalent, and on larger or more complex projects, supervision will be provided at all times by means of a resident competent person.
- The degree of first-aid provision will be determined by an assessment made in accordance with the Health and Safety (First-Aid) Regulations 1981 and Appendix 1 to the Guidance L74 to these Regulations and as appropriate to the circumstances of each site or workplace.

4.7.8 PROTECTION OF WORKFORCE:

- The Contractor shall ensure that the work is carried out in a planned and safe manner conforming with all relevant statutory requirements and regulations current and/or promulgated at Date of Tender.
- The Contractor shall ensure that full protective clothing is worn within the site area.
- As a responsible Client the Employer wishes to monitor the performance of both itself and its supply chain in all matters of Health and Safety. To this end, Principal Contractors are to allow for all costs arising in providing the Employers's Programme Manager Health and Safety and Compliance officer with information relating to all accidents, incidents and diseases as will be recorded under the "Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013" (RIDDOR) and the "Social Security (Claims and Payments) Regulations 1979".
- In addition to the above and following the occurrence of any RIDDOR reportable accident, incident or disease, the Contractor shall allow for and afford the Employers's Programme Manager Health & Safety and Compliance with all reasonable access to site, personnel and records so that the likely causation factors can be determined.

4.7.9 PROTECTION OF THE PUBLIC: The Contractor will take all reasonable precautions to ensure that adjacent owners, occupiers, or members of the public do not suffer from private or public nuisance caused by the execution of the work.

4.7.10 SECURITY: The Contractor will safeguard the site, the Works, products,

materials, plant, and any existing buildings affected by the Works from damage and theft. The Contractor will take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property and make good any damage or deficiencies arising therefrom.

- 4.7.11 **REPORTING OF INJURIES, DISEASES AND DANGEROUS OCCURRENCES REGULATIONS 2013:** The Contractor is to inform the CA of all notifiable accidents or 'near misses' that occur on site during the contract which are reportable under the Report of Injuries, Diseases and Dangerous Occurrences Regulations 2013. Any visit by an Enforcement Office is to be notified by the Contractor to the CA immediately, whether positive or negative action is taken.
- 4.7.12 **STABILITY:** the Contractor will accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary. The Contractor will prevent overloading: details of design loads may be obtained from the CA.
- 4.7.13 **ACCESS:** The Contractor shall provide, at all times during the execution of the Contract work and the defects liability period, proper means of access with ladders, gangways or other facilities, and provide the necessary attendance to move and adapt the same as directed, to enable inspection and measurement of the contract work by the CA.
- 4.7.14 **EMPLOYER'S REPRESENTATIVES SITE VISITS:**  
The Contractor will inform the CA in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or his/her representatives when visiting the site. Provide protective clothing and/or equipment for the Employer and his/her representatives as appropriate.
- 4.7.15 **NOISE:** For the purposes of Section 60(5) of the Control of Pollution Act 1974 the Contractor is responsible for and has control over the carrying out of the Works. The Contractor shall comply with the requirements of Section 60 and 61 of this Act.
- 4.7.16 **EXISTING SERVICES:** The Contractor shall allow for all the work necessary in verifying the position of existing services. This must include; planning the work, using plans/drawings/local knowledge/identifying street signs, detection devices and safe digging practices.
- 4.7.17 **INVASIVE INVESTIGATION:** The Contractor shall make due allowance for all costs that may arise from exercising caution when penetrating areas where no invasive investigation has been possible prior to letting of the contract.
- 4.7.18 **HEALTH AND SAFETY FILE PREPARATION:** The Contractor shall allow for all costs incurred in preparing and providing information throughout the contract period for the preparation of the Health and Safety File as defined in the CDM Regulations 2015.

#### **PREVENTION OF FALLS AND WORKING AT HEIGHTS**

- 4.7.19 **THE CONTRACTOR:** must comply with the Work at Height Regulations 2005. The Work at Height Regulations 2005 mark a very significant

development in construction safety. They cover work in any place from which a person could fall and suffer a personal injury. They thus cover all work at height in connection with construction. They aim to make work at height rules clearer by bringing all the current laws together in one place, setting out some requirements in more detail and making it clear that safety begins from the ground up, and that a risk assessment is needed where a fall may cause personal injury. The main requirements of the regulations are, in summary, as follows:

- All work at height must be properly planned, appropriately supervised and carried out safely so far as is reasonable practicable.
- Work at height must only take place when weather conditions will not affect the safety of the work.
- All persons carrying out work at height, including those organising, planning or supervising it, must be competent.
- A risk assessment must be carried out in order to identify the need for working at height and the appropriate control measures if it is not reasonably practicable to carry out the work other than at height.
- Where the work has to be carried out at height, control measures must be implanted in accordance with the following hierarchy:
  - a. provision of a place of work or a means of access and
  - b. egress which comply with the regulations;
  - c. provision of suitable work equipment to minimise the
  - d. distance and the consequence of falls.
- In selection of work equipment, priority must be given to collective protective measures, e.g. guard rails and toe boards over personal suspension equipment.
- No person must work on or near a fragile surface if it is reasonably practicable to carry out the work elsewhere.
- Measures must be taken to prevent, so far as is reasonably practicable, the fall of objects or material.
- Where there is a risk of any person sustaining injury from a falling person or object, warning signs must be posted and unauthorised entry to the area must be prevented.
- Where the safety of work equipment depends on how it is installed or assembled, it must be inspected in place before it is used.

#### **SITE SECURITY AND PROTECTION OF THE EMPLOYER'S EMPLOYEES, PUPILS, VISITORS AND THE PUBLIC**

- 4.7.20 UNLESS specified otherwise elsewhere, the perimeter of the site and working area under the control of the contractor will be securely fenced off by means of proprietary free-standing anti-climb welded mesh type security fencing of at least 1.80 metres in height. The positioning of such fencing will be clearly marked on site plans included within the Contract Documents.
- 4.7.21 WHERE scaffolding, including edge protection and guarding to flat roofs, is erected to facades outside of the enclosed and fenced working area under the contractor's control, further secure proprietary weld-mesh security fencing, as described above, will be provided to the full perimeter to the scaffold. Such fencing will normally be positioned at a distance of 2.00 metres from the outer face of the scaffold. Where circumstances restrict the positioning of security fencing at such a distance, e.g. adjacent to the highway or public right of way, the security fencing may be fixed direct to the face of the scaffold in a manner to prevent unauthorised access to, on or through the scaffold.

- 4.7.22 WHERE door openings are to be maintained in use, they will be fully enclosed and protected so as to maintain safe access and egress through the security fencing to and from the building.

#### **LOWERING OF WASTE MATERIALS**

- 4.7.23 WASTE materials arising from the works must be carefully lowered to the ground. Where such activities involve demolition or dusty materials, the Contractor will lower such materials by means of debris chute directly into sheeted refuse skips.

#### **PROTECT AGAINST THE FOLLOWING:**

- 4.7.24 EXPLOSIVES: **Do not use.**

- 4.7.25 NOISE:

The Contractor will:

- Comply generally with the recommendation of BS 5228:Part 1 clause 9.3 for minimising noise levels during the execution of the works.
- Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- Do not use pneumatic drills and other noisy appliances without consent of the CA.
- No portable radio/cassette players or other audio equipment are to be used by work people within existing buildings, nor used on the remainder of the site that will annoy adjoining users/owners.
- All work on site particularly within existing buildings must be executed with the minimum possible noise.
- Where noisy jobs are to be undertaken, the Contractor shall give reasonable notice to the occupiers of the premises concerned and adjoining users/owners where necessary.

- 4.7.26 POLLUTION:

The Contractor will:

- Comply generally with the requirements of the Control of Pollution (Amendment) Act 1989, The Environmental Protection Act 1990 and the Noise and Statutory Nuisance Act 1993.
- Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways. If pollution occurs, inform the appropriate Authorities and the CA without delay and provide them with all relevant information.

- 4.7.27 USE OF PESTICIDES:

The Contractor will:

- Use only where specified or approved and then only suitable products as listed in the current edition of The Control of Pesticides Regulations.
- Where work is near water, drainage ditches or land drains, comply with the DEFRA 'Guidelines' for the use of herbicides on weeds in or near water courses and lakes.
- Observe all precautions recommended by the manufacturer and remove containers from the site immediately after they have been emptied or are no longer required.
- Operatives must hold a BASIS Certificate of Competence, or work under the

supervision of a certificate holder.

4.7.28 NUISANCE: The Contractor will take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.

4.7.29 ASBESTOS:

- The Employer has compiled and maintains an Asbestos Register, which is available on each site – usually held in main site office/reception. The Register is also held in Area Offices by electronic means and copies can be obtained via the CA. The Contractor must consult the Register before carrying out any work so as to prevent the disturbances of asbestos containing materials (ACM's) or the release of asbestos fibres. The CA must arrange for a HSG264 Asbestos Refurbishment and Demolition Survey if the work is to be intrusive and the Contractor is to read this document before starting work.
- Where works are planned at a site where there is either no detail on the Asbestos Register or the Register is incomplete the Contractor must contact the CA prior to commencing work on site to discuss arrangements for a job specific risk assessment or survey and to determine the respective responsibilities for the same.
- Where known or suspected ACM's are found within the vicinity of the contract works, the Contractor must advise the CA accordingly prior to commencement of the works so that safe systems of working can be developed and agreed by both parties. Where ACM's are exposed or accidentally damaged by the works, all work activities must cease immediately, the area sealed off and the CA advised so that remedial works can be carried out by a suitable competent and licensed contractor separate to this contract.
- It is a fundamental requirement of this contract that all of the Contractor's operatives and supervisors allocated to the contract works shall receive sufficient asbestos awareness training appropriate for their trade or profession. Such training will enable them to recognise ACM's which may be present within the areas of site and services installation to be worked on under this contract. Typical examples of ACM's and their locations may include the following:
  - Boiler and pipe lagging
  - Linings and encasement of the structure and its components as thermal insulation, fireproofing or sound insulation
  - Asbestos insulation board (often found as duct linings or fireproofing to partition walls and ceilings)
  - Asbestos cement products (often found as wall and ceiling linings, boiler flues, rainwater goods, roof coverings, water mains etc.
  - Asbestos seals and gaskets
  - Asbestos paper to boiler casings or switchgear etc.

4.7.30 FIRE PREVENTION: The Contractor will take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Building Employers Confederation, the Loss Prevention Council and the National Contractors' Group.

4.7.31 FIRE PREVENTION: Smoking will not be permitted on the site.

4.7.32 BURNING ON SITE of materials arising from the work will **not** be permitted.

- 4.7.33 WATER: The Contractor will prevent damage from storm and surface water.
- 4.7.34 MOISTURE: The Contractor will prevent the work from becoming wet or damp where this may cause damage. The Contractor will dry out the Works thoroughly and control the drying out and humidity of the Works and the application of heat to prevent:
- Blistering and failure of adhesion.
  - Damage due to trapped moisture.
  - Excessive movement.
- 4.7.35 HUMIDITY: Where excessive humidity would be detrimental, work shall not commence on finishing or specialist trades until that part of the building in which the work is to be carried out is sufficiently finished and enclosed for control of the humidity to be effected and maintained at a similar level to that which will prevail when the building is completed and in use.
- 4.7.36 INFECTED TIMBER: Where instructed to remove timber affected by fungal/insect attack from the building, the Contractor will do so in a way which will minimise the risk of infecting other parts of the building, and immediately remove from site.
- 4.7.37 WASTE:  
The Contractor will:
- Remove rubbish, debris, surplus material and spoil regularly and keep the site and Works clean and tidy.
  - Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.
  - Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.
  - Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations.
  - Retain waste transfer documentation on site.
  - The contractor shall check with the Employer's Environment, Economy and Culture Directorate (Planning Division North, South, North or West) that the proposed site for tipping has a current Planning Permission for that use.
  - The Contractor is deemed to be the owner of all waste arising from the work.
- 4.7.38 DEBRIS: All debris is to be lowered from higher levels/roofs. On no account is material/debris to be thrown from the higher levels/roofs.
- 4.7.39 ELECTROMAGNETIC INTERFERENCE: Take all necessary precautions to avoid excessive electromagnetic disturbance of apparatus outside the site.
- 4.7.40 LASER EQUIPMENT:
- Install, use and store construction laser equipment in accordance with BS EN 60825-1 and the manufacturer's instructions.
  - Use either Class 1 or Class 2 laser equipment ensuring that the laser beam is not set at eye level and is terminated at the end of its useful path.
  - The use of Class 3A and Class 3B laser equipment will not be permitted without the approval of the CA and subject to the submission of a method statement on its safe use.
  - Class 4 lasers are a hazard to the eye from the direct beam and specular reflections and sometimes even from diffuse reflections. Class 4 lasers can



also start fires and can damage skin. The use of Class 4 lasers will not be permitted.

#### **PROTECT THE FOLLOWING:**

- 4.7.41 **WORK IN ALL SECTIONS:** The Contractor will adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks the Contractor will provide special protection to ensure that damage does not occur.
- 4.7.42 **LANDSCAPE PROTECTION:**
- The Contractor will take all reasonable precautions to avoid access, spillage or damage to any part of the site designated on the plan(s) for conservation or retention in its original condition of soil, vegetation, water, wildlife, or artefact. The Contractor will, at his/her own expense, make good, reinstate or restore any such part of the site to its original condition and to the satisfaction of the CA that is damaged due to negligence on the part of the Contractor.
  - No existing tree, shrub, or other plant shall be removed or cut without written instructions from the CA. The Contractor will take all reasonable precautions to protect, in the course of his/her work, all existing vegetation from malicious or accidental damage.
  - No soil, spoil, vehicles, machinery, supplies or materials or rubbish shall be placed or pass beneath the spread of existing trees, shrubs or hedges. Any work within the spread of existing trees, shrubs and hedges shall be executed by hand, unless otherwise agreed with the CA.
  - No tree is to be used for the purpose of fastening cables, securing attachments by nailing, or as any other means of support.
  - Damage to trees, shrubs or other plants to be retained arising from the Contractor's negligence shall be made good at his/her own expense. Where repair is possible it shall be carried out by an approved tree surgeon to BS 3998; if not the damaged vegetation shall be replaced to the original description of size, type and age; all to the satisfaction of the CA. The Contractor's liability shall continue until the repaired or replaced trees, shrubs, or other plants have survived for 12 months from the date of repair or replacement.
- 4.7.43 **ESPECIALLY VULNERABLE WORK:** the Contractor will submit a method statement describing the special protection to be provided to ensure that damage does not occur.
- 4.7.44 **EXISTING SERVICES:**  
The Contractor will:
- Notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations.
  - Before starting work check positions of existing mains/services. Where positions are not shown on drawings obtain relevant details from Suppliers of Service Utilities or other owners.
  - Observe Suppliers of Service Utilities' recommendations for work adjacent to existing services.
  - Adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or other owners.
  - If any damage to services results from the execution of the Works, notify the CA and appropriate service authority without delay. Make arrangements for

the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor's liability.

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

4.7.45 PUBLIC AND PRIVATE ROADS AND FOOTPATHS:

- The Contractor will give reasonable notice not being less than seven days, of any intention to cause interference, or carry out work in connection with a road or footpath and shall assume responsibility for any reinstatement which may be necessary to the satisfaction of the Employer. - Before work commences, the conditions of paving and kerbs adjoining the site or over which the Contractor desires access shall be jointly inspected by representatives of both the Contractor and the Employer and, on completion, a further inspection made to ascertain the extent of damage, if any, for which the Contractor may be held liable.

4.7.46 ROADS AND FOOTPATHS: The Contractor will adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising.

4.7.47 ROADS AND FOOTPATHS ON SITE: The Contractor will periodically clean and make good any existing surface damaged by plant or workmen on the site and keep clear of mud and debris.

4.7.48 PLAYGROUNDS: Vehicles shall not be driven across playgrounds, courtyards or footpaths without the written permission of the CA. Adequate protection and method statements must be provided to the Employer.

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

4.7.50 RETAINED TREES/HEDGES/SHRUBS/GRASSED AREAS:

- The Employer wishes to preserve the amenities of the site and great care must be exercised by the Contractor to ensure the trees, shrubs, hedges and banks which are not to be cut down are protected and preserved from all damage. For general guidance see BS 5837 Guide for Trees in Relation to Construction. No spoil or rubbish will be stored or tipped against any such tree, hedge, or bank and no bonfires shall be lit in any situation where damage could be caused to such a feature. No excavation or disturbance of topsoil, parking of vehicles or plant, storing of materials or placing of temporary accommodation within the branch spread will be carried out by the Contractor.
- The Contractor will avoid all damage to the root system of mature trees by movement of plant and traffic or dumping at all times during the contract period. No branch or root over 30mm diameter shall be severed from growing trees, shrubs or hedges except with the prior permission of the CA and then only by an approved tree surgeon and in accordance with BS 3998, 'Recommendations for Tree Work'.
- Any work within the spread of existing trees, shrubs and hedges shall be

- executed by hand, unless otherwise agreed by the CA.
- The Contractor will not change level of ground within area 3 m beyond the branch spread.
  - No tree is to be used for the purpose of fastening cables; securing attachments by nailing; or as any other means of support.
  - The Contractor will not replace to approval or treat as instructed any species or areas damaged or removed without written approval of the CA.
  - Mature trees and shrubs which, due to the Contractor's negligence, are uprooted, destroyed, or in the opinion of the CA, damaged beyond responsible chance of survival in their original shape, must be replaced with those of a similar type and age at the Contractor's expense.
  - The Contractor will comply with the provision (as applicable) of the Forestry Act 1951 and any regulations made or to be made thereunder and shall give all notices required under such Act or Regulation.
- 4.7.51      **EXISTING FEATURES:** The Contractor will prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features which are to remain in position during the execution of the Works.
- 4.7.52      **EXISTING TOPSOIL/SUBSOIL:** Before starting work the Contractor will submit to the CA, proposals for protecting existing topsoil and subsoil from over-compaction 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. The Contractor will agree the extent of reinstatement with the CA and bear any costs arising.
- 4.7.53      **EXISTING WORK:** The Contractor will prevent damage to existing property undergoing alteration or extension and make good to match existing any defects so caused. Remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum.
- 4.7.54      **BUILDING INTERIORS:** The Contractor will protect building interiors exposed to weather during the course of alteration work with temporary enclosures of sufficient size to permit execution of the work and which will remain weather-tight in severe weather.
- 4.7.55      **EXISTING FURNITURE, FITTINGS AND EQUIPMENT:** The Contractor will prevent damage to any furniture, fittings or equipment left in the existing property. The Contractor will move as necessary to enable the Works to be executed, cover and protect as necessary and replace in original positions.
- 4.7.56      **ADJOINING PROPERTY:** The Contractor will prevent trespass of workpeople and take all reasonable precautions to prevent damage to adjoining property. The Contractor will obtain permission as necessary from the owners if requiring to erect scaffolding on or otherwise use adjoining property, and pay all charges. The Contractor will remove and make good on completion or when directed. Bear the cost of repairing any damage arising from execution of the Works.
- 4.7.57      **ADJOINING PROPERTY:** Unless permission is granted the Contractor will not encroach on land or buildings beyond the site limit and shall not cause any obstruction to the use of the existing highways, rights of way, access road or paths. All vehicles and workmen shall use such entrances and keep to such routes as directed.

- 4.7.58 TRESPASS AND NUISANCE: The Contractor will use all reasonable means to avoid inconveniencing adjoining owners. The Contractor will indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of the Contractor's Employees. The Contractor shall not obstruct any public way or otherwise do or suffer to be done anything which may amount to a nuisance or annoyance and shall not interfere with any right-of-way or light to adjoining property and any notice received by him/her or left upon the site requiring the discontinuance or suspension of any part of the Works shall at once be forwarded by him/her to the CA, or, given verbally shall at once be communicated by him/her to the CA in writing and the Contractor shall keep the Employer indemnified against any claim or loss consequent upon any act, neglect or omission of the Contractor or his agents, servants or work people in this respect.
- 4.7.59 WATCHING AND LIGHTING: The Contractor will provide effective watching during the progress of the Works the ingress and egress of all vehicles whether in his/her ownership or otherwise, through the site, and for effective warning of the movement of such vehicles to the members of the public on the public way and persons within the site, as necessary.
- 4.7.60 EXISTING STRUCTURES: The Contractor will provide and maintain during the execution of the Works all incidental shoring, strutting, needling and other supports as may be necessary to preserve the stability of existing structures, sewers, drains, electric or telephone cables, water and gas mains, all fences, walls, roads, paths, kerbs, trees, shrubs, grassed areas and other surfaces on the site or adjoining, that may be endangered or affected by the Works. The Contractor will protect against damage and/or settlement, and no part of the protective measures shall be taken down or removed until all risk of damage and/or settlement is past. All work involving risk or damage and/or settlement to the building is to be executed in such portions as to minimise the risk as far as possible. The Contractor will prevent over-stressing of completed work when removing supports.
- 4.7.61 SHORING AND STRUTTING: Unless approved by the CA any cost arising from failure on the part of the Contractor to take all precautions to shore and strut or to adopt such expedients as required to protect against damage and/or settlement at the appropriate time shall be borne by the Contractor.

#### **4.8 Specific Limitations on Method/Sequence/Timing**

- 4.8.1 WORKING HOURS: No weekend working will be permitted without the advanced approval of the CA. Any work executed outside normal working hours shall be approved by the CA in advance and carried out in such a manner as to avoid any nuisance to adjoining users/owners.
- 4.8.2 COMMISSIONING:
- The Contract includes for all services installations to be fully commissioned prior to Practical Completion.
  - Whilst some commissioning may be possible during the construction process there will need to be a clear defined period of time at the end of the Contractors programme of work in order to fully comply with the commissioning requirements. The duration of this period of time will be determined by the complexity of the various services installations and to this end the Contractor shall fully liaise with his/her specialist sub-contractors,

suppliers, etc. so that a period of time commensurate with the level and volume of commissioning required can be allowed for within the overall programme of works.

- Some items can only be commissioned after the construction process is complete, this includes the decorations being absolutely finished, the carpets laid, the ceilings complete and the building cleaned to a standard suitable for handover. The building must also be secure.
- It should be noted that for some items to be completed in a satisfactory manner there will be a requirement for the building or parts thereof to be devoid of persons together with all doors and windows being enclosed as instructed by the Employer.

4.8.3 STORAGE OF FURNITURE AND EQUIPMENT: The Employer reserves the right to store furniture and equipment in the building prior to completion and the Contractor shall ensure that his/her own insurance policies are not rendered invalid on this account.

#### **4.9 Facilities/Temporary Works/Services**

##### **GENERALLY**

4.9.1 LOCATIONS: The Contractor will inform the CA of the intended siting of all spoil heaps, temporary works and services.

4.9.2 MAINTAIN, alter, adapt and move temporary works and services as necessary by the Contractor. The Contractor will remove when no longer required and make good.

4.9.3 METER READINGS: Where charges for service supplies need to be apportioned the Contractor will ensure that meter readings are taken by relevant authority at possession and/or completion as appropriate. The contractor will ensure that copies of readings are supplied to interested parties.

4.9.4 RATES AND TAXES ON TEMPORARY WORKS: The Contractor will be responsible for the payment of all rates and taxes in respect of huts or other temporary buildings erected on the site for the purpose of the Works. The Contractor will also be responsible for agreeing or otherwise dealing with any notice of assessment, demand note or other like document which may be received in respect of such huts or temporary buildings.

##### **ACCOMMODATION**

4.9.5 ROOM FOR MEETINGS: The Contractor will provide suitable temporary accommodation for site meetings, adequately heated and lit, with table and chairs. The room may be part of the Contractor's own site offices.

4.9.6 CA'S SITE OFFICE:

- The Contractor will allow the CA, and his/her representatives to have occasional use of the office provided for the Person-in-Charge. The Employers representative must have access to all drawings and details at all times.
- The Contractor shall ensure that offices comply with the requirements of the Offices, Shops and Railway Premises Act.

- 4.9.7 **SANITARY ACCOMMODATION:** The Contractor will provide and maintain in a clean condition sanitary accommodation for the Employer's representatives, either separate or shared with the Contractor's supervisory staff. The accommodation must include an adequate number of appliances, wash hand basin(s) with hot and cold water supply, with adequate heating, lighting and ventilation.

#### **TEMPORARY WORK**

- 4.9.8 **PROTECTION OF WORKS:**
- The Contractor will allow for providing, erecting and maintaining suitable barriers to prevent unlawful access to the works, and shall provide all requisite warning notices and lights to indicate possible danger areas.
  - The Contractor is to agree the positioning of all skips, equipment, machinery, materials, stores, etc. with the CA, and the Contractor is to provide, erect and maintain all necessary temporary fences, barriers, lights, etc. to protect the public and users of the premises from those items.
  - The Contractor will erect and maintain 2.00 metres from the base of all scaffolding or guard rails to roofs, a 1.80 metres high proprietary free standing anti-climb welded mesh type security fence with small size mesh. Where space restrictions are such that the 2.00 metres distance cannot be achieved, the fencing is to be fixed to the face of the scaffolding and a fully boarded fan erected on the scaffolding.
  - Padlocked gates are to be provided by the Contractor to give access.
  - At all doors and entrances beneath scaffolding or guard rails to roofs the Contractor will erect a fully boarded fan with fully boarded sides between sides of building and fencing.
  - Where works are taking place at ground level the Contractor will provide a 1.00 metres high orange ADPE barrier fence on fencing pins around the area of the works.
  - All materials, plant and debris arising from the Works are to be kept behind fencing by the Contractor and removed from site regularly.
- 4.9.9 **PROTECTION OF PROPERTY:** The Contractor is to provide all necessary dust sheets, etc., to protect carpets and furniture. Where necessary or as instructed by the CA, the Contractor is to provide light batten and polythene screens to prevent the spread of dust.
- 4.9.10 **PROTECTION OF THE PREMISES:** The Contractor will protect and keep free from damage the Works, existing buildings, structures, fences, walls roads, paths, etc., and leave all in a clean and undamaged state on completion.
- 4.9.11 **PROTECTION AGAINST WEATHER:**
- The Contractor is to provide all necessary tarpaulins etc. and is to keep the property watertight at all times.
  - The Contractor will be held responsible for any damage arising from his neglect to do so.
  - No concrete bricks or blocks shall be laid when the air temperature reaches 3°C on a falling thermometer and shall not re-commence until an air temperature of at least 1°C has been reached on a rising thermometer.
  - All newly erected brickwork or blockwork and newly laid concrete will be protected by the Contractor from frost and rain with sacking, tarpaulins, etc.
  - No felt laying will be permitted in wet weather and all built-up felt roofing shall

- be adequately sealed at the end of each working day.
  - All damage done shall be made good at the Contractor's own expense.
- 4.9.12 PROTECTION OF TARPAVED AREAS: The Contractor will provide suitable protection to prevent cement, paint and soil staining of all tarpaved areas. All stains shall be thoroughly removed to the satisfaction of the CA. Failure to prevent or remove stains shall render the Contractor liable to relay the tarpaved areas affected to match existing at no cost to the Employer.
- 4.9.13 SITE SECURITY: The Contractor will ensure site security for the duration of the Contract including all times outside working hours.
- 4.9.14 VEHICULAR ACCESS:
- Contractor's vehicles will be allowed access only over suitably paved areas intended for pedestrian traffic or grassed areas, access routes are to be agreed with the CA and the conditions survey carried out. Any damage to such paving and grassed areas caused by the Contractor's vehicles will be reinstated to match existing by the Contractor on completion at no cost to the Employer.
  - Where plant or materials are delivered to site in transport larger than a van, or debris removed from site in similar transport, this will, where possible, be carried out outside the normal operating periods of the premises concerned. Where this is not possible the Contractor is to liaise with the Premises Manager prior to the event to arrange a convenient route and time.
- 4.9.15 SECURITY:
- The Contractor will ensure that all buildings are maintained in a secure condition at all times and that no equipment is left unattended and unsecured that may be used to gain access to and from the building. The Contractor will ensure that unauthorised access to ladders, scaffolding, and unauthorised use of plant cannot be made at any time.
  - The Contractor will be responsible for the security of his/her own plant and materials.
- 4.9.16 CONTRACTOR'S COMPOUND AND SITE: The Contractor will be permitted to have a Contractor's compound for the storage of materials, placing of site huts and parking of vehicles within the curtilage of the premises to be agreed with the CA and Premises Manager. The Contractor's compound and site shall be fully fenced, with 1.80 metres high proprietary free standing anti-climb welded mesh type security fencing with small size mesh held in pre-cast concrete blocks, complete with lockable gate and requisite warning notices, etc.
- 4.9.17 WEED CONTROL: Weed control shall mean the elimination of any plant life, suppression of growth, removal of any plants or parts thereof defined as 'weeds'. Weed growth over the whole area of the site, including subsoil and topsoil spoil heaps will be controlled by the Contractor at all times until the end of the Defects Liability Period. The Contractor will be required to remove seed heads by cutting or burning a minimum of four times per year in addition to the provisions for weed control specifically required in other clauses. Weed shall mean any species of plant listed in the Weeds Act 1959, the Wildlife and Countryside Act 1981 and any other plant not scheduled for conservation and/or introduction, if its presence on site is unwanted or constitutes a risk of damage or nuisance. If Japanese Knotweed is present

on site agree a programme of control before commencing site works in accordance with the required environmental standards.

**4.9.18 CHEMICAL WEED CONTROL:**

- The application of any chemical substances for weed control will be subject to the written approval from the CA and without adequate reason will not be considered as an acceptable alternative to the normal practice of mechanical control.
- Where written approval is given for the use of a chemical on site which is occupied, the application shall be made only at a time agreed with the Premises Manager and will normally be outside the working hours of the establishment.
- Whilst on site the chemical will be kept in a secure place or under constant supervision at all times by the Contractor. The provisions of the current edition of the Control of Pesticides Regulations and the Poisons Act 1972 shall be followed at all times.
- The Contractor will remove containers from site immediately they are no longer required.
- The Chemical will be applied by the Contractor strictly in accordance with the manufacturer's recommendations. The Contractor will allow a sufficient period of time to elapse for the chemical to take effect before carrying out further groundwork.
- The application of the chemical in or near water must have the prior approval of the Environment Agency and be made in accordance with the official "Guidelines for the Use of Herbicides on Weeds in or near Watercourses and Lakes" published by DEFRA.
- No other chemical weed control will be allowed.

**SERVICES AND FACILITIES**

**4.9.19 SUPPLIERS OF THE UTILITIES:** The Contractor will liaise with all the Suppliers of the Service Utilities to arrange disconnection and re-connection of all services. All charges and fees shall be paid by the Contractor.

**4.9.20 LIGHTING:** During finishing work and inspection the Contractor will provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.

**4.9.21 LIGHTING AND POWER:** The electricity supply to the existing building must not be used by the Contractor. Any mains electricity required must be provided by a separate metered supply obtained from the Supplier of the Service Utility.

**4.9.22 ELECTRICITY:** All electricity supplies must comply with current edition of the IEE Regulations the Electricity at Work Act and requirements of the Supplier of the Service Utility.

**4.9.23 WATER:** The water supply to the existing building must not be used by the Contractor. Any mains water required must be provided by a separate metered supply obtained from the Supplier of the Service Utility. Where water is to be used from site supply a double check valve is to be fitted and prior permission must be sort from the CA.

**4.9.24 TELEPHONES:** The Contractor will provide as soon as practicable after the Date of Possession a means of direct telephone communication with the



Contractor's Person in Charge. If this is not possible a means of mobile communication can be used with prior permission from the CA. Allow for the cost of a modest number of calls made by those acting on behalf of the Employer.

4.9.25 PROTECTION OF SERVICES:

- The Contractor must ensure that no gas, electricity, telephone or water services etc. are affected by the carrying out of the Works and will be held responsible for any damage caused to these services and for any consequential damage.
- The Contractor is advised to seek the advice of all respective Utility Suppliers before commencing the Works in order that they may plot any underground services prior to commencing work.
- The Contractor will also carry out an adequate on-site survey to ascertain any underground services that may belong to these respective companies or the Employer prior to commencing work.
- The Contractor will arrange to take all necessary protective measures to protect overhead electricity cables from damage and to safeguard all operatives on site.

4.9.26 USE OF PERMANENT HEATING INSTALLATIONS:

As an alternative/in addition to any temporary equipment the Contractor may provide, the new Heating Installation may be put into use during the last four weeks of the contract, providing that:

- The Contractor, at his/her own expense, is to "burn off" until eliminated, all manufacturers' processes that may cause smells or any other nuisances from heating appliances.
- The CA receives prior notification from the Contractor in writing that the installation is being used for this purpose.
- An extension to the Contractor's insurance policy is taken out to provide cover for the use of the installation by the Contractor and a copy sent to the CA before works commence.
- The costs of all charges for fuel and power used are paid for by the Contractor (prior arrangements shall be made to ensure that this can be accurately measured or assessed).
- The electrical control installation and the power supply thereto is permanently and sufficiently completed to such an extent that no danger due to fire or frost would occur to the installation itself or the Works as a whole; also that a fully trained and competent operative is provided for attendance on the system with proper surveillance being afforded over week-end and holiday periods.
- Provision is made for protection of all components of the system against mechanical and other damage with all fans being turned off during paint spraying, sanding off the floors, or any other building operation which may generate dust or grit into the atmosphere.
- All open ends of ductwork together with all louvres, diffusers, grilles, etc: shall be encapsulated so as to completely prevent the ingress of dust or grit. Similar protection shall also be applied to inlet and outlet grilles fitted to fan coil, fan convector and natural convector casings.
- On final completion and cleaning of the building or part thereof, the Heating Specialist shall be engaged by the Contractor to strip down and thoroughly clean all heating units of the convector radiator, convector and motorised pattern, together with the thorough cleaning of heaters, boilers, flueways and cleaning and adjustment of burners and renewal of any filters with all such charges for this work being paid for by the Contractor.
- Notwithstanding the Contractor's use of the heating installation, the Defects

Liability Period for the heating installation will be deemed to commence at the Practical Completion of the Main Contract and not from the time of handing over by the Heating Installation Specialist to the Contractor in order that the Employer will receive the benefit of the full Defects Liability Period. The Contractor is to indemnify the Employer against any extra cost arising out of such conditions.

- The Contractor enters into such other undertaking as the Heating Specialist (if any) may require.

4.9.27 BENEFICIAL USE OF INSTALLED SYSTEMS: Unless specific permission is given by the Employer and installer, the permanent supply, disposal, mechanical, electrical, communications, transport and access systems may not be used by the Contractor for any purpose other than running in, testing and commissioning. Where permission is given for any other use of a system before Practical Completion of the Works it must be subject to a separate written agreement between the parties and in accordance with recommended procedures.

4.9.28 THERMOMETERS: The Contractor will provide on site and maintain in accurate condition:

- A maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.
- A thermometer for measuring concrete and ground temperature.

4.9.29 SURVEYING EQUIPMENT: The Contractor will provide on site and maintain in accurate condition.

4.9.30 PROTECTIVE CLOTHING: Not used

4.9.31 GAUGE BOXES ETC: The Contractor will supply proper gauge boxes or weigh batch mixer as appropriate to the scale of operations for measuring the ingredients for concrete, mortar, plaster, etc, also clean platforms or bunkers on which the materials are to be mixed.

#### **4.10 Operations/Maintenance of the Finished Building**

4.10.1 PROVISIONAL INFORMATION ON SERVICES:

The Contractor will provide the CA with relevant drawings and preliminary performance data at the commencement of commissioning to enable the Employers staff to familiarise themselves with the installation.

4.10.2 TRAINING OF EMPLOYERS STAFF: Before Practical Completion the Contractor will explain and demonstrate to the Employers maintenance staff the purpose, function and operation of the installations including all items and procedures listed in the Building Manual.

4.10.3 SPARE PARTS: At INorth two weeks before Practical Completion the Contractor will submit to the CA a schedule of spare parts that the Contractor recommends should be obtained and kept in stock by the Employer for maintenance of the services installations. The Contractor will state against each item the manufacturer's current price, including packaging and delivery to site and delivery period.

4.10.4 TOOLS: At Practical Completion the Contractor will provide two complete sets of tools and portable indicating instruments for the operation and

maintenance of all services plant and equipment together with suitable means of identifying, storing and securing same to the Employer.

4.10.5

**OPERATING AND MAINTENANCE MANUALS:  
MECHANICAL, ELECTRICAL AND LIFT INSTALLATIONS**

The Contractor will co-ordinate and ensure the handing over the relevant number of copies of all manuals as required under the relevant sub-contract specifications.

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