Tender Specification

Demolition of Westleigh House, portable extension, garage and former public conveniences
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INSTRUCTIONS FOR TENDERS

Tender Forms and Priced Specification: A fully completed Form of Tender and a fully priced copy of the specification, monied out to agree with the amount of tender shall be submitted to the secured inbox by the specified time and date. No late tenders will be considered.

Unpriced Items: should have ‘Nil’ or ‘Included’ against them and costs relating to items which are not priced will be deemed to have been included elsewhere in the Specification.

Obscurity: Where any doubt or obscurity as to the meaning of any item in the Specification occurs the Contractor is to seek immediate clarification and confirmation in writing from the Head of Property Services before sending in his tender in order that such doubt or obscurity may be removed, for should any misunderstanding arise during the contract the decision of the Head of Property Services as to the true intent and meaning of any dimensions, clause, appendices, work or sentence, shall be conclusive and binding.

Alterations and Qualifications to Specification: No alteration or qualifications shall be made to the Specification or drawings without instruction from or prior approval of the Head of Property Services. Should a tenderer qualify his tender he shall be given the opportunity to withdraw such qualifications without amending his tender; if he fails to do so his whole tender will be rejected if it has afforded an unfair advantage.

Examination and Correction of Pricing: Alternative 1 at paragraphs 71 and 72 of the JCT Practice Note 2017 will apply. Tenderers will be given details of any errors and afforded the opportunity of confirming or withdrawing their offer. Where the tenderer prices items together as lump sums or make overall adjustments on the general summary then a clear indication of the method of calculations of such sums will be required before the tender is accepted (see Code of Estimated Practice published by the Chartered Institute of Building).

The Employer: does not accept responsibility for any expense the Contractor may incur in preparing his tender. The Council is not bound to accept any tender submitted.

Canvassing: Canvassing directly or indirectly will disqualify.

V.A.T.: The tender figure is to be exclusive of V.A.T.

Preparation: The contractor is advised to prepare his tender relative to the sections of the specification and/or schedule of works. Any quantities upon which the contractor bases his tender will not form part of this contract

Access: to the property for pricing and contract period should initially be arranged through Contract Administrator: Jennie Wilkinson Tel: 01255 686935
A10. PROJECT PARTICULARS

110 The Project: Demolition of Westleigh House, 33 Carnarvon Road, Clacton on Sea, Essex and former Public Conveniences, off Carnarvon Road, Clacton on Sea Essex.
Length of Contract: 4 weeks

120 Employer (Client)
Tendring District Council
Town Hall
Station Road
Clacton on Sea
Essex CO15 1SE
01255 686935

130 Principle Contractor (CDM)
To be appointed from this tender

140 Person Empowered by the Contract to act on behalf of the Employer
Andrew White BSc MRICS
Tendring District Council
Town Hall
Station Road
Clacton on Sea
Essex CO15 1SE
01255 686933
awhite@tendringdc.gov.uk

150 Principle Designer and Contract Administrator
Jennie Wilkinson
Tendring District Council
Town Hall
Station Road
Clacton on Sea
Essex CO15 1SE
01255 686935
jwilkinson@tendringdc.gov.uk
PRELIMINARIES

A20. JCT MINOR WORKS BUILDING CONTRACT 2016 (MW)

360 JCT MINOR WORKS BUILDING CONTRACT
- Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

First
THE WORKS AND THE CONTRACT ADMINISTRATOR

Base Works
- Westleigh House, the former public conveniences and all ancillary structures as shown in Appendix L are to be demolished down to ground level. All above ground services are to be removed. The footprints of the structures are to be grubbed out to 360mm below the surrounding ground level and as required to achieve falls. Clean crushed hardcore or concrete arising from the works will be reused to form a level surface 210mm below the surrounding surface at abutments and graded to allow falls to existing drainage.

Additional Works
- The whole of the site area for additional work marked on the plan in Appendix L to be grubbed out to 360mm below the surrounding ground level of the existing car park and a level surface prepared in accordance with the Base Works graded to allow falls as indicated on the plan in Appendix H

Second
CONTRACT DOCUMENTS
- The completed form of contract together with this specification, appendices and drawings.

Third
PRICED DOCUMENTS
- The priced specification including the schedule of works.

THE ARTICLES

3 - ARCHITECT/ CONTRACT ADMINISTRATOR

4 - CDM PRINCIPAL DESIGNER
- Principal Designer: See clause A10/150.

5 - PRINCIPAL CONTRACTOR
- Principal Contractor: See clause A10/130.

subtotal
CONTRACT PARTICULARS

Fourth Recital and Schedule 2
BASE DATE
   - Base date: 20 May 2019

Fourth Recital and clause 4.2
CONSTRUCTION INDUSTRY SCHEME (CIS)
   - Employer at the Base Date Is not a ‘contractor’ for the purposes of the CIS.

Fifth Recital
CDM REGULATIONS
   - CDM regulations apply in full.
   - The project is not notifiable.

Sixth Recital
FRAMEWORK AGREEMENT
   - Framework agreement: Does not apply.

Seventh Recital and Schedule 3
SUPPLEMENTAL PROVISIONS
   - Collaborative working: Paragraph 1 Apply.
   - Health and safety: Paragraph 2 Apply.
   - Cost savings and value improvements: Paragraph 3 Apply.
   - Sustainable development and environmental considerations: Paragraph 4 Does not apply.
   - Performance indicators and monitoring: Paragraph 5 Apply.
   - Notification and negotiation of disputes: Paragraph 6 Apply.
   - Where paragraph 6 applies, the respective nominees of the parties are:
     - Employer’s nominee: Mr A White.
     - Contractor’s nominee: To be nominated prior to award of contract.
     - Or such replacement as each party may notify to the other from time to time.

Article 7
ARBITRATION
   - Article 7 and Schedule 1 will not apply.

Clause 2.2
COMMENCEMENT AND COMPLETION
   - Date for Commencement of the Works: 20 May 2019, to be agreed and co-ordinated with the disconnection of the electricity supply so that hoardings are up the day the electricity is disconnected.
   - Date for Completion: 4 weeks from the date for commencement.
Clause 2.8
LIQUIDATED DAMAGES
- At the rate of £500 per week.

Clause 2.10
RECTIFICATION PERIOD
- Period: 3 months from the date of practical completion.

Clause 4.3
PAYMENT DUE PRIOR TO PRACTICAL COMPLETION.
- Percentage: 95

PAYMENT DUE ON OR AFTER PRACTICAL COMPLETION
- Percentage: 97.5.

Clause 4.8.1
SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED
- Period: 3 months from the date of practical completion.

Clause 4.11 and Schedule 2
CONTRIBUTION, LEVY AND TAX CHANGES
- Clause 4.11 and Schedule 2 will be deleted.

Clause 5.3
CONTRACTOR'S INSURANCE – INJURY TO PERSONS OR PROPERTY
- Insurance cover (for any one occurrence or series of occurrences arising out of one event): £10,000,000.00.

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

Clauses 5.4A.1 and 5.4B.1.2
PERCENTAGE TO COVER PROFESSIONAL FEES
- Addition: 15 per cent.

Clause 7.2
ADJUDICATION
- The Adjudicator is: To be nominated.
- Nominating body: The Royal Institution of Chartered Surveyors.
THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION
- Amendments: None.

1.8 APPLICABLE LAW
- Amendments: None.

SECTION 2: CARRYING OUT THE WORKS
- Amendments: None.

SECTION 3: CONTROL OF THE WORKS
- Amendments: None.

SECTION 4: PAYMENT
- Amendments: None.

SECTION 5: INJURY, DAMAGE AND INSURANCE
- Amendments: None.

SECTION 6: TERMINATION
- Amendments: None.

SECTION 7: SETTLEMENT OF DISPUTES
- Amendments: None.

EXECUTION
- The Contract: Will be executed under seal.

CONTRACT GUARANTEE BOND
- Contract Guarantee Bond: Not required.

A30 TENDERING/ SUBLETTING/ SUPPLY

MAIN CONTRACT TENDERING

110 SCOPE
- General: These conditions are supplementary to those stated in the invitation to tender and on the form of tender.

145 TENDERING PROCEDURE
- General: In accordance with the principles of The JCT Practice Note 2017
- Arithmetical errors: Confirm or withdraw.
- Amendments: None.
160 EXCLUSIONS
- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
- Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

170 ACCEPTANCE OF TENDER
- Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non acceptance will be given.
- Costs: No liability is accepted for any cost incurred in the preparation of any tender.

210 PRELIMINARIES IN THE SPECIFICATION
- Measurement rules: Preliminaries/ General Conditions have not been prepared in accordance with SMM7.

220 PRICING OF PRELIMINARIES
- Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries those charges must be clearly shown against the items.

250 PRICED DOCUMENTS
- Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
- Measurements: Where not stated, ascertain from the drawings.
- Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
- Submit: Within 1 week of request.

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

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

subtotal
- Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/or construction of other parts of the Works.
- Submit: With Tender.

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

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

550 HEALTH AND SAFETY INFORMATION
- Contractors will manage Health and Safety in accordance with CDM Regulations 2015.

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

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

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

120 COMMUNICATION
- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
- Format: In writing to the person named in clause A10/150 unless specified otherwise.
- Response: Do not proceed until response has been received.

130 PRODUCTS
- Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.
- Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

135 SITE EQUIPMENT
- Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
140 DRAWINGS
- Definitions: To BSRIA BG 6/2009 A design framework for building services. Design activities and drawing definitions.
- CAD data: In accordance with BS 1192.

145 CONTRACTOR'S CHOICE
- Meaning: Selection delegated to the Contractor, but liability to remain with the specifier.

150 CONTRACTOR'S DESIGN
- Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.

155 SUBMIT PROPOSALS
- Meaning: Submit information in response to specified requirements.

160 TERMS USED IN SPECIFICATION
- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Unload, handle, store, place and fasten in position including all labours and use of site equipment.
- Supply and fix: Includes all labour and site equipment for unloading, handling, storing and execution. All products to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.
170 MANUFACTURER AND PRODUCT REFERENCE
- Definition: When used in this combination:
  - Manufacturer: The firm under whose name the particular product is marketed.
  - Product reference: The proprietary brand name and/or reference by which the particular product is identified.
  - Currency: References are to the particular product as specified in the manufacturer’s technical literature current on the date of the invitation to tender.

200 SUBSTITUTION OF PRODUCTS
- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including:
  - manufacturer and product reference;
  - cost;
  - availability;
  - relevant standards;
  - performance;
  - function;
  - compatibility of accessories;
  - proposed revisions to drawings and specification;
  - compatibility with adjacent work;
  - appearance;
  - copy of warranty/guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
- Manufacturers’ guarantees: If substitution is accepted, submit before ordering products.

210 CROSS REFERENCES
- Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
- Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.
- Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
- Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

220 REFERENCED DOCUMENTS
- Conflicts: Specification prevails over referenced documents.
230 EQUIVALENT PRODUCTS
- Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.

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

260 SIZES
- General dimensions: Products are specified by their co-ordinating sizes.
- Timber: Cross section dimensions shown on drawings are:
  - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
  - Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS
- Copies: Two of each contract drawing and contract document will be issued free of charge (not counting any certified copies).
- Additional copies: Issued on request and charged to the Contractor.

440 DIMENSIONS
- Scaled dimensions: Confirm by site measurement.

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

470 DIVERGENCE FROM THE STATUTORY REQUIREMENTS
- Divergence: Between the drawings or specification and the requirements of the Building Regulations, other Statutes, statutory undertakers and other regulatory authorities.
- Action: Inform immediately.

A32 MANAGEMENT OF THE WORKS

GENERALLY

120 INSURANCE
- Documentary evidence: Submit details before starting work on site and/ or policies and receipts for the insurances required by the Conditions of Contract.

subtotal
INSURANCE CLAIMS
- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.
- Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

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

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

PROGRAMME/ PROGRESS

PROGRAMME
- Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
  - Planning and mobilisation by the Contractor.
  - Subcontractor's work.
  - Work by others concurrent with the Contract.
- Submit: 2 copies to CA

MONITORING
- Progress: Record on a copy of the programme kept on site.
- Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.

NOTIFICATION OF COMPENSATION EVENT
- Content: Notwithstanding the Contractor's obligations under the Contract, written notice must also be given of all other causes which apply concurrently.
260 SITE MEETINGS
- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: By agreement.
- Location: By agreement.
- Accommodation: By agreement.
- Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
- Chairperson (who will also take and distribute minutes): CA.

290 NOTICE OF COMPLETION
- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
- Associated works: Ensure necessary access, services and facilities are complete.
- Period of notice (minimum): 1 Week.

310 EXTENSIONS OF TIME
- Notice: When a notice of the cause of any delay or likely delay in the progress of the Works is given under the contract, written notice must also be given of all other causes which apply concurrently.
- Details: As soon as possible submit:
  - Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
  - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
  - All other relevant information required.

CONTROL OF COST

420 REMOVAL/ REPLACEMENT OF EXISTING WORK
- Extent and location: Agree before commencement.
- Execution: Carry out in ways that minimize the extent of work.

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

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

460 INTERIM VALUATIONS
- Applications: Include details of amounts requested under the Contract together with all necessary supporting information.
- Submission: At least seven days before established dates.
A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

110 INCOMPLETE DOCUMENTATION
- General: Where and to the extent that products or work are not fully documented, they are to be:
  - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
  - Suitable for the purposes stated or reasonably to be inferred from the project documents.
  - Meet current BS/ISO standards
  - Contract documents: Omissions or errors in description and/or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

120 WORKMANSHIP SKILLS
- Operatives: Appropriately skilled and experienced for the type and quality of work.
- Registration: With Construction Skills Certification Scheme.
- Evidence: Operatives must produce evidence of skills/qualifications when requested.

130 QUALITY OF PRODUCTS
- Generally: New. (Proposals for recycled products may be considered).
- Supply of each product: From the same source or manufacturer.
- Whole quantity of each product required to complete the Works: Consistent in kind, size, quality and overall appearance.
- Tolerances: Where critical, measure a sufficient quantity to determine compliance.
- Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

135 QUALITY OF EXECUTION
- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- Colour batching: Do not use different colour batches where they can be seen together.
- Dimensions: Check on-site dimensions.
- Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
- Location and fixing of products: Adjust joints open to view so they are even and regular.

subtotal
140 COMPLIANCE
- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
- Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
  - Properties tested.
  - Pass/ fail criteria.
  - Test methods and procedures.
  - Test results.
  - Identity of testing agency.
  - Test dates and times.
  - Identities of witnesses.
  - Analysis of results.

150 INSPECTIONS
- Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:
  - Date of inspection.
  - Part of the work inspected.
  - Respects or characteristics which are approved.
  - Extent and purpose of the approval.
  - Any associated conditions.

160 RELATED WORK
- Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:
  - Appropriately complete.
  - In accordance with the project documents.
  - To a suitable standard.
  - In a suitable condition to receive the new work.
- Preparatory work: Ensure all necessary preparatory work has been carried out.

170 MANUFACTURER’S RECOMMENDATIONS/ INSTRUCTIONS
- General: Comply with manufacturer’s printed recommendations and instructions current on the date of the Invitation to tender.
- Changes to recommendations or instructions: Submit details.
- Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
- Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.
180 WATER FOR THE WORKS
- Mains supply: Clean and uncontaminated.
- Other: Do not use until:
  - Evidence of suitability is provided.
  - Tested to BS EN 1008 if instructed.
NOTE: The water supply to the site has been disconnected. The contractor is to procure the supply of water as required.

SAMPLES/ APPROVALS

210 SAMPLES
- Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
  - To an express approval.
  - To match a sample expressly approved as a standard for the purpose.

220 APPROVAL OF PRODUCTS
- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

230 APPROVAL OF EXECUTION
- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

ACCURACY/SETTING OUT GENERALLY

320 SETTING OUT
- General: Submit details of methods and equipment to be used in setting out the Works.
- Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
- Inform: When complete and before commencing construction.
330 APPEARANCE AND FIT
- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
  - Submit proposals; or
  - Arrange for inspection of appearance of relevant aspects of partially finished work.
- General tolerances (maximum): To BS 5606, tables 1 and 2.

SERVICES GENERALLY

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

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

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

530 OVERTIME WORKING
- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
  - Minimum period of notice: 48 Hours.
- Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor’s expense.

540 DEFECTS IN EXISTING WORK
- Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- Documented remedial work: Do not execute work which may:
  - Hinder access to defective products or work; or
  - Be rendered abortive by remedial work.

560 TESTS AND INSPECTIONS
- Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
- Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
- Records: Submit a copy of test certificates and retain copies on site.

subtotal
610 PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS/EXECUTIONS
- Proposals: Immediately any execution or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

WORK AT OR AFTER COMPLETION

710 WORK BEFORE COMPLETION
- General: Make good all damage consequent upon the Works.
  - Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

720 SECURITY AT COMPLETION
- General: Leave the Works secure with, where appropriate, all accesses closed and locked.
- Keys: Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.

730 MAKING GOOD DEFECTS
- Remedial work: Arrange access with CA.
- Rectification: Give reasonable notice for access to the various parts of the Works.
- Completion: Notify when remedial works have been completed.

subtotal
A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

110 PRECONSTRUCTION INFORMATION
- Location: Integral with the project Preliminaries, including but not restricted to the following sections:
  - Description of project: Sections A10 and A20.
  - Client's consideration and management requirements: Section A36.
  - Environmental restrictions and on-site risks: Section A35 and A34.
  - Significant design and construction hazards: Section A34.
  - The Health and Safety File: Section A37.

120 EXECUTION HAZARDS
- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: The design of the project includes the following:
  - Hazard: Working with Electrical supply.
  - Precautions assumed: Isolate supply before works.
  - Hazard: Working at height
  - Precautions: provide appropriate access equipment following site specific risk assessments.
  - Hazards: Dust from cutting/removing.
  - Precautions: Wear appropriate PPE (goggles, masks and gloves) at all times.
  - Hazard: Heavy Lifting / Manual handling
  - Precautions: Use appropriate lifting equipment where possible. Make a suitable and sufficient assessment of any hazardous manual handling operations that cannot be avoided.
  - Hazards: Working adjacent to operational property. The public car park adjacent to this property will still be in use.
  - Precautions: Maintain security and means of escape at all times.
  - Hazard: Working adjacent to a public highway.

130 PRODUCT HAZARDS
- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Workplace Exposure Limits.
- Common hazards: Not listed. Control by good management and site practice.

150 SECURITY
- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
STABILITY
- Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.
- Design loads: Obtain details, support as necessary and prevent overloading.

OCCUPIED PREMISES
- Extent: adjoining land will be occupied and/ or used during the Contract.
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorized in advance.

EMPLOYER'S REPRESENTATIVES SITE VISITS
- Safety: Submit details in advance, to the Employer or the person identified in clause A10/150, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/150 and other visitors to the site.

PROTECT AGAINST THE FOLLOWING

NOISE CONTROL
- Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
- Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- Restrictions: Do not use:
  - Pneumatic drills and other noisy appliances without consent during the hours of 6:00PM to 8:00AM.
  - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

POLLUTION
- Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
- Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

subtotal
360 NUISANCE
   - Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
   - Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

370 ASBESTOS CONTAINING MATERIALS
   - Duty: Report immediately any suspected materials discovered during execution of the Works.
     - Do not disturb.
     - Agree methods for safe removal or encapsulation.

371 DANGEROUS OR HAZARDOUS SUBSTANCES
   - Duty: Report immediately suspected materials discovered during execution of the Works.
     - Do not disturb.
     - Agree methods for safe removal or remediation.

390 SMOKING ON SITE
   - Smoking on site: Not permitted.

400 BURNING ON SITE
   - Burning on site: Not permitted.

410 MOISTURE
   - Wetness or dampness: Prevent, where this may cause damage to the Works.
   - Drying out: Control humidity and the application of heat to prevent:
     - Blevtering and failure of adhesion.
     - Damage due to trapped moisture.
     - Excessive movement.

420 INFECTED TIMBER/ CONTAMINATED MATERIALS
   - Removal: Where instructed to remove materials affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.
   - Testing: Carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particle, toxins and other micro organisms are with in acceptable levels.

430 WASTE
   - Includes: Rubbish, debris, spoil, surplus material, containers and packaging.
   - General: Minimize production. Prevent accumulations. Keep the site and Works clean and tidy.

subtotal
- Handling: Collect and store in suitable containers. Remove frequently and dispose off site in a safe and competent manner:
  - Non-hazardous material: In a manner approved by the Waste Regulation Authority.
  - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
  - Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.
  - Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
  - Waste transfer documentation: Retain on site.

PROTECT THE FOLLOWING

510 EXISTING SERVICES
- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- Work adjacent to services:
  - Comply with service authority's/ statutory undertaker's recommendations.
  - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
- Identifying services:
  - Below ground: Use signboards, giving type and depth;
  - Overhead: Use headroom markers.
- Damage to services: If any results from execution of the Works:
  - Immediately give notice and notify appropriate service authority/ statutory undertaker.
  - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
  - Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- Marker tapes or protective covers: Replace, if disturbed during site operations to service authority's/ statutory undertakers recommendations.

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

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

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

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

570 EXISTING WORK
- Protection: Prevent damage to existing work, structure or other property during the course of the work.
- Removal: Minimum amount necessary.
- Replacement work: To match existing.

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

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

630 EXISTING STRUCTURES
- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.

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

MATERIALS FOR RECYCLING/ REUSE
- Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
- Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.

A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING

130 METHOD/ SEQUENCE OF WORK
- Specific Limitations: Include the following in the programme: For maintaining all entrances in use during the works.
- Submit method statements and programme prior to commencement.

170 WORKING HOURS
- Specific limitations: Between the hours of 8am-6pm, Monday to Friday. Weekend/ Bank holiday working will not be allowed without the express permission of the CA.
- Additionally the letter from Planning Services dated 18 February 2019 in Appendix K includes the additional requirement: for any working hours other than Monday to Friday 7.00 am to 7.00 pm and in some circumstances, working on a Saturday between the hours of 8.00am to 1.00pm to be subject to the further prior consent of Tendring District Council’s Environmental Services

A36 FACILITIES/ TEMPORARY WORKS/ SERVICES

ACCOMMODATION

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

subtotal
TEMPORARY WORKS

340 NAME BOARDS/ ADVERTISEMENTS
   - Name boards/ advertisements: Not permitted.

SERVICES AND FACILITIES

410 LIGHTING
   - Finishing work and inspection: Provide temporary lighting for the works if required

440 TELEPHONES
   - Direct communication: As soon as practicable prior to the Date of Possession provide the Contractor's person in charge with mobile telephone numbers for persons in charge of the site.

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

GENERALLY

160 PRESENTATION OF HEALTH AND SAFETY FILE AND BUILDING MANUAL
   - Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
   - Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
   - As-built drawings: The main sets may form annexes to the Manual.

Subtotal
A54 PROVISIONAL WORK/ ITEMS

590 CONTINGENCIES
- Provisional sum: Include the provisional sum of £2000.00 (two thousand pounds) as contingency for unspecified works to be completed as work proceeds.

ADDITIONAL TEMPORARY FENCING
Temporary fencing include a provisional amount to retain temporary fencing on the site for an additional period during surfacing works. Include provisionally for one week.

- One week at £________ per week

subtotal
A55 DAYWORKS

DAILY WORK CHARGES

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

  - Tradesman 5 hours at £_________ per hour
  - Labourer 5 hours at £_________ per hour

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

  (________%)

- Prime cost of materials and goods: The sum of £100

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

  (________%)

- Prime cost of plant: The sum of (200)

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

  (________%)

subtotal
PREAMBLES
C20 DEMOLITION

To be read with Preliminaries/ General conditions.

GENERAL REQUIREMENTS

110 DESK STUDY/ SURVEY
- Scope: Before starting deconstruction/ demolition work, examine available information, and carry out a survey of:
  - the structure or structures to be deconstructed/ demolished,
  - the site on which the structure or structures stand, and
  - the surrounding area.
- Report and method statements: Submit, describing:
  - Form, condition and details of the structure or structures, the site, and the surrounding area.
  - Type, location and condition of features of historical, archaeological, geological or ecological importance.
  - Type, location and condition of adjoining or surrounding premises that might be adversely affected by removal of the structure or structures, or by noise, vibration and/ or dust generated during deconstruction/ demolition.
  - Identity and location of services above and below ground, including those required for the Contractor’s use, and arrangements for their disconnection and removal.
  - Form and location of flammable, toxic or hazardous materials, including lead-based paint, and proposed methods for their removal and disposal.
  - Form and location of materials identified for reuse or recycling, and proposed methods for removal and temporary storage.
  - Proposed programme of work, including sequence and methods of deconstruction/ demolition.
  - Details of specific pre-weakening required.
  - Arrangements for protection of personnel and the general public, including exclusion of unauthorized persons.
  - Arrangements for control of site transport and traffic.
  - Special requirements to keep as much of the adjacent car park open as possible during the work.

120 EXTENT OF DECONSTRUCTION/ DEMOLITION
- General: Subject to retention requirements specified elsewhere, deconstruct/ demolish structures down to ground level.

130 GROUNDWORKS
- Old foundations, slabs and the like: Break out in locations and to the extents stated.
- Contaminated material: Remove, and carry out remediation required by the Enforcing Authority.

140 BENCH MARKS
- Unrecorded bench marks and other survey information: Give notice when found. Do not remove marks or destroy the fabric on which they are found.
FEATURES TO BE RETAINED
- General: Keep in place and protect the following: Existing trees and part of existing surface water drainage shown on Drawing 4 Revision A

SERVICES AFFECTED BY DECONSTRUCTION/DEMOLITION

SERVICES REGULATIONS
- Work carried out to or affecting new and/or existing services: Carry out in accordance with the byelaws and/or regulations of the relevant Statutory Authority.

LOCATION OF SERVICES
- Services affected by deconstruction/demolition work: Locate and mark positions.
- Mains services marking: Arrange with the appropriate authorities for services to be located and marked.
  - Marking standard: In accordance with National Joint Utilities Group ‘Guidelines on the positioning and colour coding of underground utilities’ apparatus’.

SERVICES DISCONNECTION ARRANGED BY CONTRACTOR
- Responsibility: Before starting deconstruction/demolition arrange with UK Power Networks for the disconnection of the electrical services owned by them and removal of associated fittings and equipment both over ground and underground in relation to Westleigh House, the portable extension and the garage building.

SERVICES DISCONNECTION ARRANGED BY EMPLOYER
- Responsibility: The Employer will arrange disconnection of electricity and removal of fittings and equipment owned by UK Power Networks from the former toilet block prior to deconstruction/demolition.
  The Employer will arrange disconnection of water with Affinity Water and removal of fittings and equipment owned by them from all buildings prior to deconstruction/demolition.
  The Employer will arrange disconnection of BT services and removal of fittings and equipment owned by them from Westleigh House prior to deconstruction/demolition.
  - Timing: Do not start deconstruction/demolition until disconnections are completed.

DISCONNECTION OF DRAINS
- General: Locate, disconnect and seal disused foul and surface water drains.
- Sealing: Permanent, and within the site.

LIVE FOUL AND SURFACE WATER DRAINS
- Drains and associated manholes, inspection chambers, gullies, vent pipes and fittings:
  - Protect; maintain normal flow during deconstruction/demolition.
  - Make good any damage arising from deconstruction/demolition work.
  - Leave clean and in working order at completion of deconstruction/demolition work.

SERVICE BYPASS CONNECTIONS
- General: Provide as necessary to maintain continuity of services to occupied areas of the site on which the deconstruction/demolition is taking place and to adjoining sites/properties.
- Minimum notice to adjoining owners and all affected occupiers: 72 hours, if shutdown is necessary during changeover.

270 SERVICES TO BE RETAINED
- Damage to services: Give notice, and notify relevant service authorities and/ or owner/ occupier regarding damage arising from deconstruction/ demolition.
- Repairs to services: Complete as directed, and to the satisfaction of the service authority or owner.

DECONSTRUCTION/ DEMOLITION WORK

310 WORKMANSHP
- Standard: Demolish structures in accordance with BS 6187.
- Operatives:
  - Appropriately skilled and experienced for the type of work.
  - Holding, or in training to obtain, relevant CITB Certificates of Competence.
- Site staff responsible for supervision and control of work: Experienced in the assessment of risks involved and methods of deconstruction/ demolition to be used.

320 GAS OR VAPOUR RISKS
- Precautions: Prevent fire and/ or explosion caused by gas and/ or vapour from tanks, pipes, etc.

330 DUST CONTROL
- General: Reduce airborne dust by periodically spraying deconstruction/ demolition works with an appropriate wetting agent. Keep public roadways and footpaths clear of mud and debris.
- Lead dust: If appropriate, submit method statement for control, containment and clean-up regimes.

340 HEALTH HAZARDS
- Precautions: Protect site operatives and general public from hazards associated with vibration, dangerous fumes and dust arising during the course of the Works.

350 ADJOINING PROPERTY
- Temporary support and protection: Provide. Maintain and alter, as necessary, as work proceeds. Do not leave unnecessary or unstable projections.
- Defects: Report immediately on discovery.
- Damage: Minimize. Repair promptly to ensure safety, stability, weather protection and security.
- Support to foundations: Do not disturb.

360 STRUCTURES TO BE RETAINED
- Extent: The multi-storey parking structure adjacent to the former public conveniences.
- Parts which are to be kept in place: Protect.
- Interface between retained structures and deconstruction/ demolition: Cut away and strip out with care to minimize making good.

370 PARTLY DEMOLISHED STRUCTURES
- General: Leave in a stable condition, with adequate temporary support at each stage to prevent risk of uncontrolled collapse. Make secure outside working hours.
Temporary works: Prevent overloading due to debris.
- Access: Prevent access by unauthorized persons.

380 DANGEROUS OPENINGS
- General: Provide guarding at all times, including outside of working hours. Illuminate during hours of darkness.
- Access: Prevent access by unauthorized persons.

390 ASBESTOS-CONTAINING MATERIALS - KNOWN OCCURRENCES
- General: In accordance with the attached asbestos survey reports (Appendices I & J) and dated 6 January 2014 and 19 November 2018, Materials containing asbestos are known to be present in: Artex ceilings on the first and second floors, artex wall coverings on the ground floor, corrugated asbestos roof sheets to garage. Potential materials containing asbestos: in the fuse board on the ground floor, the linings of warm air heaters throughout, the lining of the small safe on the ground floor. Please refer to the above quoted asbestos report for exact locations.
- Removal: Submit statutory risk assessments and details of proposed methods for safe removal prior to other demolition.

391 ASBESTOS-CONTAINING MATERIALS - UNKNOWN OCCURRENCES
- Discovery: Give notice immediately of suspected asbestos-containing materials when discovered during deconstruction/demolition work. Avoid disturbing such materials.
- Removal: Submit statutory risk assessments and details of proposed methods for safe removal.

410 UNFORESEEN HAZARDS
- Discovery: Give notice immediately when hazards such as unrecorded voids, tanks, chemicals, are discovered during deconstruction/demolition.
- Removal: Submit details of proposed methods for filling, removal, etc.

420 OPEN BASEMENTS, ETC
- Temporary support: Leave adequate buttress walls or provide temporary support to basement retaining walls up to ground level.
- Safety: Make remaining sections of retaining and buttress walls safe and secure.
- Water movement: Make holes in basement floors to allow water drainage or penetration (depending on water table). Provide a hole for every 10 m², not less than 600 mm in diameter.

430 FILLING OF BASEMENTS, ETC
- Temporary support: Leave adequate buttress walls or provide temporary support to basement retaining walls up to ground level.
- Water movement: Make holes in basement floors to allow water drainage or penetration (depending on water table). Provide a hole for every 10 m², not less than 600 mm in diameter.

442 SITE SURFACE AT COMPLETION
- Levels: Grade the site to follow the levels of adjacent areas and for later formation of macadam surface by others.
- Temporary surface: Cover the site with clean crushed hardcore or concrete arising from the works.
SITE CONDITION AT COMPLETION
- Debris: Clear away and leave the site in a tidy condition.
- Other requirements: Leave temporary fencing in place at completion pending surfacing work by others Allow initially for the period of four weeks.

MATERIALS ARISING

CONTRACTOR'S PROPERTY
- Components and materials arising from the deconstruction/ demolition work: Property of the Contractor except where otherwise provided.
- Action: Remove from site as work proceeds where not to be reused or recycled for site use.

EMPLOYER'S PROPERTY
- Components and materials to remain the property of the Employer: None
- Protection: Maintain until these items are removed by the Employer or reused in the Works, or until the end of the Contract.
- Special requirements: None

RECYCLED MATERIALS
- Materials arising from deconstruction/ demolition work: Can be recycled or reused elsewhere in the project, subject to compliance with the appropriate specification and in accordance with any site waste management plan.
- Evidence of compliance: Submit full details and supporting documentation.
- Verification: Allow adequate time in programme for verification of compliance.

RESALEABLE ITEMS
Where possible dispose of used materials for salvage or reuse
NOTES ON PRICING
All prices provided in this section are deemed to include for the following:-

a) All access equipment (including platforms, scaffolding and towers) necessary to complete the demolition to comply with relevant safety legislation. The contractor will be responsible for obtaining any licenses that may be required to erect scaffolding during the programme of works. This shall include the erection, maintenance, alteration and dismantling upon completion of independent access scaffolding as required, at all times maintaining suitable safe access and egress from the adjoining car park by members of the public. Scaffolding to include all necessary toe boards, fans and sheeting as required ensuring the safety of operatives and members of the public alike.

b) Contractor is responsible for liaising with UK Power Networks for the removal of the electricity supply to Westleigh House, including the garage in order for this to coincide with the erection of suitable security fencing around the sites to provide security once the building alarm is no longer powered. The electricity supply to the former public conveniences will be arranged by the Client.

c) As much material as possible to be recycled with all remaining material removed and disposed of off-site in accordance with your waste management plan.

1.1 Contractor to be aware that whilst all properties are vacant, the public car park adjacent will remain in operation for the duration of the works and access to the car park should be maintained at all times.

1.2 Provide temporary Heras fencing to define perimeter of compound and welfare areas. All fencing to be double clipped with inwardly facing fixings and complete with angled section, restraint and buttressing as required to prevent unauthorised or wind overturning. Include for retaining the fencing on site for four weeks to facilitate surfacing work by others.

1.3 Allow to protect, the adjacent car park and car park structure from damage during the course of the works. Allow for making good if any damage is caused due to the works. The Contractor will devise, implement, maintain and adapt throughout the works a traffic management system to maintain safe access to and around the site from the existing access on Carnarvon Road and the adjacent car park and ensure safe access for vehicles to as much of the car park as is safely possible.

1.4 Contractor to arrange with the Car Parks Operator for all necessary areas of the car park to be closed during works that could lead to accidental damage to vehicles should they remain open.

subtotal
1.5 Throughout the duration of the works, the Contractor will clean the site access and immediate area as necessary to keep the public highway and immediate car park area clean. Any spillages, mud and other debris deposited on the car park or public highway should be dealt with immediately. This is to comply with section 151 of the Highways Act 1980 which requires all construction vehicles leaving the site to be cleansed as necessary to avoid depositing mud and other material on neighbouring roads.

1.6 Contractor shall allow for supplying and maintaining all necessary access equipment required to safely undertake the works. Proposals for providing safe working platforms / access equipment shall be included in contractors Health and Safety plan to be provided a minimum of two weeks prior to any works commencing on site.

1.7 Inform residents of neighbouring properties, where necessary, of impending works and restrict access.

2. THE WORKS

Base Works

2.1 Provide, install and maintain protection to retained trees (refer to Section 540). There are two trees on the North East of the site and a hedge and tree to the south of the site that are to be retained. These are identified on the Plan in Appendix G.

2.2 Coordinate and confirm the disconnection of the existing electricity supply to Westleigh House and confirm the disconnection of all other utility supplies. (refer to Sections 230 and 231)

2.3 Remove and dispose of any residual furniture and items from the buildings. Store and draw to the attention of the CA and discovered confidential material for collection and destruction by the employer within the contract period.

2.4 Remove, clear and safely dispose of all identified asbestos material (refer to Sections 390 and 3910 and Appendices I and J)

2.5 Dismantle, and demolish of all above ground structures on the site including Westleigh House, timber annexe, garage building, boundary wall pathway and kerb and the disused public convenience building in the nearby car park.

2.6 Grubb up, remove and excavate any foundations, drainage and below ground services, where these are not being retained (see Plan in Appendix H), to 500mm below the surface. Seal any ends to retained drain runs using proprietary bung and protect with concrete fill. Backfill with clean crushed hardcore or concrete arising from the work.

subtotal
2.7 backfill areas to allow for formation of new surface by others to comprise 210mm of additional formation and surface to finish generally flush with adjoining car park surface using On-site crushing of removed material to back fill any voids following removal of below ground services and obstructions.

2.8 Crushed material to be spread and compacted to backfill the grubbed out area so it provides a surface 210mm below the surrounding car park surface and graded as required to achieve falls.

**Additional Works**

2.9 Grubb up, excavate and remove all hardstandings, drainage and below ground services, where these are not being retained (see Plan in Appendix H), for the whole site area for additional work as shown in Appendix L to 360mm below the surrounding found level of the existing car park.

2.10 Compact surfaces ready for reinstatement. Seal any ends to retained drain runs using proprietary bung and protect with concrete fill. Prepare a level surface in accordance with the Base Works graded to allow falls as indicated on the plan in Appendix H.
# TENDER SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Conditions of Contract and Preliminaries</td>
<td>£.........</td>
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<tr>
<td>Provisional items (Section A54)</td>
<td>£.........</td>
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<tr>
<td>Dayworks (Section A55)</td>
<td>£.........</td>
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<td>Preambles</td>
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<td>Schedule of Works:</td>
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<td>Base Works</td>
<td>£.........</td>
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<tr>
<td>Additional Works</td>
<td>£.........</td>
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<tr>
<td>Credit for value of saleable/salvage items</td>
<td>£.........</td>
</tr>
<tr>
<td>Total to form of Tender</td>
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</tbody>
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APPENDIX A

GENERAL CONDUCT

All employees, contractors and their sub contractors are required to act in an manner that recognises and respects that the work undertaken will be in property which, whilst in the ownership of the Council, is adjacent to public property. Approved identity cards must be carried at all times and be presented to the any visitors to the site at the first meeting without having to be requested and subsequently be available for inspection on demand.

Members of the public will be treated in a courteous, polite and reasonable manner.

Positive steps should be taken to ensure that members of the public are not discriminated against either directly or indirectly, on the grounds of gender, age, disability, marital status, sexual orientation, creed/religion, ethnic or national origin.

All employees, contractors and their sub contractors should recognise the diversity of the residents of Tendring and their diverse backgrounds, culture and needs and ensure that the service they deliver is appropriate. Every effort should be made to avoid any barriers to the services we provide.

Under no circumstances will racist, sexist, offensive or abusive language or behaviour be tolerated.

Special provisions will be made, where necessary, to accommodate the needs of older persons, those with disabilities, those from a black or minority ethnic background, children and young people or any other vulnerable groups.

Appropriate and respectable clothing will be worn at all times, together with all necessary personal protective equipment or clothing.

The use of radios/cassettes or CD players is prohibited in occupied premises.

Smoking is prohibited within the site, if smoking takes place outside, all associated debris will be removed.

All works must be carried out without undue inconvenience/nuisance and without danger to the public.

At all times, all members of the public’s property and possessions are to be treated with due care and respect.

NOISE AND NUISANCE

Whilst it is inevitable that some disturbance will be experienced, the contractor is required to take all reasonable steps and precautions to minimise noise levels and nuisance arising from smoke, dust, rubbish and other causes.
SECURITY

The contractor is to ensure that, wherever practicable, the site is secured at all times during the course of works and always at the end of each working day and on completion.

HEALTH & SAFETY

A proactive approach to Health & Safety issues should be taken and, at all times the requirements of the Health and Safety Regulations including undertaking risk assessments are to be complied with prior to and during the works. The contractor shall undertake all necessary measures to ensure the safety of the public and visitors at all times. All necessary precautions should be taken in connection with any violent or threatening behaviour from the public and details of any such incidents should be reported to the Employer.

WASTE DISPOSAL AND SITE WASTE MANAGEMENT PLAN

All waste will be legally managed with the Contractor taking full responsibility for complying with all relevant statutes and other requirements of all Regulatory Authorities.

A Site Waste Management Plan (SWMP) will be developed in accordance with the Waste Regulations 2011.

In the event that hazardous waste is removed as part of the demolition works, the Contractor is to confirm in writing that he will comply with the requirements of the Environment Agency as set out in the Hazardous Waste Regulations, with particular regard to the pre-notification procedure.

All carriers and brokers of waste will be licensed and a valid copy of their Waste Carrier Licence will be provided prior to any waste leaving the site. Waste Transfer Notes and Hazardous Waste Consignment Notes must be completed with full details of the waste being removed, in accordance with Duty of Care legislation and Hazardous Waste Regulations. A copy of all WTNs and HWCNs and any other supporting evidence will be provided.

ACCESS

Access to working areas should be limited to authorised personal only. Access and operation of the adjacent car park should maintained as fully as possible throughout the works.

PARKING

All plant and materials should be stored within the boundary of the working area. Space in the adjacent car park can be allocated for one contractor vehicle.

SUPERVISION

The contractor is to properly supervise the conduct of his own workforce and that of any sub-contractor to which this code of conduct shall equally apply.
MAKING GOOD

The contractor is required to make good any damage resulting from the works and clean up any spillages or debris from the site immediately.

DISPUTES/QUERIES

In the event of a dispute with a neighbour or member of the public, or a query arising about the work, the contractor should provide the individual with the name and telephone number of the Council’s supervising officer to whom a report on the matter should also be made.

The contractor is required to have a reasonable procedure for dealing with complaints.

Any comments or queries regarding the works being undertaken or breaches of this code of conduct may also be referred to:

**Property Services**
Corporate Services
Tendring District Council
Town Hall
Station Road
Clacton-on-Sea

Tel: 01255 686935 or 686933
APPENDIX B
EQUAL OPPORTUNITIES

4.8. Race Relations Act 1976 and Equal Opportunities

48.1 The Contractor shall, in so much as this condition is allowed by the Local Government Act 1988, comply with the Race Relations Act 1976, together with:

48.1.1 Any act, rule, statement, code of practice, manual or other instrument or document amending or replacing the foregoing enactment; and

48.1.2 Any other statute, statutory instrument, rules, regulations, order, directions, byelaws or other instrument having force of law, any rule of law, and any contractual obligation other than obligations arising from contracts between the Contractor and his employees (whether owed to the Council under this or any other Contract or to any other person other than his employees), for preventing unlawful discrimination (including victimisation) on grounds of race, creed, gender.

48.2 The Contract shall give to the Council such information, such access to documents and such copies of documents as the Council may require in order to satisfy himself as to the Contractor’s compliance with the foregoing sub-clauses.
APPENDIX C
CORRUPTION

The Employer shall be entitled by notice to the Contractor to terminate the Contractor’s employment, under this or any other contract with the Employer if, in relation to this or any other such contract, the Contractor or any person employed by him or acting on his behalf shall have committed an offence under the Prevention of Corruption Acts 1889 to 1916, or where the Employer is a Local Authority, 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.
APPENDIX D
DATA PROTECTION

1.1 In relation to all Personal Data, the Contractor and the Council shall at all times comply with the requirements of the Data Protection Act 1998 (as amended) (DPA).

1.2 The Contractor shall and shall procure that each Sub-contractor shall:

1.2.1 process Personal Data belonging to the Council only on the instructions of the Council;

1.2.2 only undertake processing of Personal Data reasonably required in connection with the Agreement and shall not transfer any Personal Data to any country or territory outside the European Economic Area.

1.3 The Contractor shall not disclose Personal Data to any third parties other than:

1.3.1 to employees and Sub-contractors to whom such disclosure is reasonably necessary in order for the Contractor to carry out the Agreement; or

1.3.2 to the extent required under a court order;

1.3.3 provided that disclosure under Clause 1.3.1 is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause 1 (Data Protection) and that the Contractor shall give notice in writing to the Council of any disclosure of Personal Data which it or a Sub-contractor is required to make under Clause 1.3.2 as soon as reasonably practicable.

1.4 The Contractor shall bring into effect and maintain and procure that all relevant Sub-Contractors have in effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data.

1.5 The Council may, at reasonable intervals, request a written description of the technical and organisational methods employed by the Contractor and the Sub-contractors referred to in Clause 1.4. Within 10 working days of such a request the Contractor shall supply written particulars of all such measures detailed to a reasonable level such that the Council can determine (at all times acting reasonably) whether or not, in connection with the Personal Data, it is compliant with the DPA. Where the Council makes repeated requests under this clause for the same information the Contractor may raise, and the Council will pay, a reasonable charge for such request if compliance with such request would cause the Contractor to incur the expenditure of material time or cost.
1.6 Both parties shall ensure that any Personal Data they obtain and provide to
the other party has been fairly and lawfully obtained and complies with the
DPA and that the use thereof in accordance with the Agreement by the
other party shall not breach any provisions of the DPA.

1.7 If:

1.7.1 under the DPA, the Council is required to provide information to a data
subject in relation to Personal Data when it is in the possession or
under the control of the Contractor; and

1.7.2 the Council informs the Contractor in writing that this is the case;

1.7.3 then the Contractor shall procure reasonable and prompt co-operation
to the Council in meeting its obligations under the DPA including
making copies of the relevant Personal Data.

1.8 The Council shall provide the Contractor and the Contractor shall provide
the Council as soon as practicable, with such information in relation to
Personal Data and their processing as the second party may reasonably
request in writing and the first such party may reasonably be able to provide
in order for the second party to:-

1.8.1 comply with its obligations under this clause and the DPA, and

1.8.2 assess whether the processing of Personal Data in connection with
the Agreement is breaching or may breach the DPA in a manner which is
material and not effectively sanctioned by any guidance statement issued
by the Information Commissioner.

1.9 Each party shall indemnify and keep indemnified the other against all
losses, liabilities, costs, claims, demands and expenses incurred by the
indemnified party in respect of any breach of this Clause 1 (Data Protection)
by the indemnifying party, including in the case of the Contractor any
breach of this clause by a Sub-contractor. The obligations of indemnity
accepted by each party in this Clause 1 are conditional upon the
indemnifying party being allowed the exclusive right to control the
investigation, defence and settlement of each such claim and the
reasonable assistance of the indemnified party in the defence (including the
obligation that the indemnified party makes no admission in relation to any
claim arising by breach of this Clause 1 (Data Protection) of the claim.
APPENDIX E

FREEDOM OF INFORMATION ACT 2000

1.10 The Contractor acknowledges the Council's obligations under the Freedom of Information Act 2000 (referred to as "FOIA") and which may require the Council to provide to a third party information relating to this Agreement or to the Contractor.

1.11 The Contractor will facilitate the Council's compliance with FOIA and will comply with any reasonable request from the Council to that end within 10 working days of receipt of that request.

1.12 For the purposes of this Agreement confidential information shall exclude any information that the Council is obliged to disclose to a person under the provisions of the FOIA and any codes of practice and guidance issued by the Government and the Information Commissioner.