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A10 PROJECT PARTICULARS

A10/110 THE PROJECT

- Name: Albion, Redbridge and Shirley Towers – Lift Replacements.
Redbridge Towers – 2 Lifts (one lift serves 10 floors, one lift serves 11 floors. Redbridge has 19 floors in total)
Albion Towers – 2 Lifts
Shirley Towers – 2 Lifts
(both Albion and Shirley Towers comprise 15 floors in total with each lift serving 9 floors)
- Nature: Consecutive replacement of ageing lifts together with associated builders' work, *maintaining operation of one lift at all times in each block.*
- Location: Albion Towers, Redbridge Towers and Shirley Towers, Southampton.
- Length of contract: 100 weeks (maximum for all 3 projects). See A20, Eleventh Recital and Clauses 1.1 & 2.4.

A10/120A EMPLOYER (CLIENT)

- Name: Southampton City Council
- Address: Civic Centre, Civic Centre Road, Southampton, SO14 7LY
- References: The terms "the Council" and "City Council" should be taken as references to the Employer.

A10/130A PRINCIPAL CONTRACTOR

- The Contractor.

A10/140A CONTRACT ADMINISTRATOR

- Name and address: Southampton City Council, Floor 3 One Guildhall Square, Above Bar Street, Southampton, SO14 7FP.

A10/150A PRINCIPAL DESIGNER

- Name and address: Southampton City Council, Business Services, Floor 3 One Guildhall Square, Above Bar Street, Southampton, SO14 7FP.

A10/160A QUANTITY SURVEYOR

- Name and address: Southampton City Council, Floor 3 One Guildhall Square, Above Bar Street, Southampton, SO14 7FP.

A10/170 STRUCTURAL ENGINEER

- Name: Southampton City Council
- Address: Floor 3 One Guildhall Square, Above Bar Street, Southampton, SO14 7FP.

A10/175 MECHANICAL ENGINEER

- Name: Southampton City Council
- Address: Floor 3 One Guildhall Square, Above Bar Street, Southampton, SO14 7FP.

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A10/178 ELECTRICAL ENGINEER

- Name: Southampton City Council
- Address: Floor 3 One Guildhall Square, Above Bar Street, Southampton, SO14 7FP.

A10/180 LANDSCAPE ARCHITECT

- Name: Southampton City Council
- Address: Floor 3 One Guildhall Square, Above Bar Street, Southampton, SO14 7FP.

A10/190 CLERK OF WORKS

- Name: Southampton City Council
- Address: Floor 3 One Guildhall Square, Above Bar Street, Southampton, SO14 7FP.

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A11 TENDER AND CONTRACT DOCUMENTS

A11/110 TENDER DRAWINGS

- The tender drawings are: N/A.

A11/120A CONTRACT DRAWINGS

- The contract drawings: N/A.

A11/160B PRE-CONSTRUCTION INFORMATION (CDM REGULATIONS 2015)

- Format: A separate pre-construction information document (CDM Regulations 2015) is included with the tender documents.

A11/180 OTHER DOCUMENTS

- 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.
- For the purpose of the tender period (unless the Employer directs otherwise) the order of precedence for the document shall be:
 - (i) Preliminaries and General Conditions of Contract
 - (ii) Specifications
 - (iii) Pricing Document
 - (iv) Form of Tender
 - (v) Asbestos Information
 - (vi) Electrical Test Certificates
 - (vii) Ethical Procurement Policy
 - (viii) Service Quality Questionnaire
 - (ix) Pre-Tender Information Pack
 - (x) Instructions to Bidders

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A12 THE SITE/EXISTING BUILDINGS

A12/110 THE SITE

- Description:
Albion Towers – Golden Grove, Southampton, SO14 1HZ.
Redbridge Towers – Cuckmere Lane, Southampton, SO16 9AT.
Shirley Towers – Milner Court, Southampton, SO15 5PD.

A12/120 EXISTING BUILDINGS ON/ADJACENT TO THE SITE

- Description: Built up residential areas generally, car parking etc.

A12/140 EXISTING MAINS AND SERVICES

- Drawings (Information shown is indicative only): There are mains services to the building which should not be affected by the proposed Works.

A12/160 SOILS AND GROUND WATER

- Information: Included in the tender documents.

A12/170 SITE INVESTIGATION

- Report: Included in the tender documents.

A12/180 HEALTH & SAFETY FILE

- Availability for inspection: The Health & Safety File for the site/building may be seen by appointment during normal SCC office hours.
- Other documents: The asbestos register is available via the Southampton City Council website.

A12/200 ACCESS TO THE SITE

- Description: See pre-construction information.
- Limitations: See pre-construction information.
- Provide access to Council employees and appointed contractors who may need to have access to or through the site.

A12/210 PARKING

- Restrictions on parking of the Contractor's and employees' vehicles: Contractors are to observe all parking regulations in adjoining streets/roads and will not park on grassed or soft landscaping areas. No parking is available outside the contractor's compound and vehicles parked off site shall be remote from all residential entrances and shall not contribute to traffic congestion.

A12/220 USE OF THE SITE

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

A12/230 SURROUNDING LAND/BUILDING USES

- General: Adjacent or nearby uses or activities are as follows: See A12/120.

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A12/240 HEALTH & SAFETY HAZARDS

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

A12/250A 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.
- Arrangements for visit: by prior arrangement via the Southampton City Council Procurement Portal. Identification must be carried together with a copy of pages 1/3 and 1/4 of this document. Please note unauthorised visits to the site will not be permitted.

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A13 DESCRIPTION OF THE WORK

A13/110 PREPARATORY WORK BY OTHERS

- Works: Carried out under a separate contract and completed before the Date of Possession for this Contract.
- Description: None.

A13/120 THE WORKS

- Description: The works comprise the consecutive replacement of two lifts in three high rise accommodation blocks including requisite builders' work with a requirement to maintain one lift in operation per block for the tenants at all times in accordance with standards as noted in the Specification

A13/130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

- Scope: See section A50.

A13/140 COMPLETION WORK BY OTHERS

- Description: None.

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A20 JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTORS DESIGN 2011 (ICD) with Amendment 1 issued March 2015

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- The Contract: JCT INTERMEDIATE CONTRACT WITH CONTRACTORS DESIGN with Amendment 1 issued 2015
- Requirement: Allow for the obligations, liabilities and services described therein against the following headings, amendments, additions and deletions.
- The Contract shall be amended as detailed within Schedule of Amendments to JCT Intermediate Building Contract with Contractor's Design 2011 with amendment 1 contained at the end of Section A20 of these preliminaries.

THE RECITALS

First – THE WORKS

- The works comprise the consecutive replacement of two lifts in three high rise accommodation blocks including requisite builders' work with a requirement to maintain one lift in operation per block for the tenants at all times in accordance with standards as noted in the Specification

Second – CONTRACTOR'S DESIGNED PORTION

- The Works include the design and construction of two new lifts in three high rise accommodation blocks based on the performance specification provided by Southampton City Council including all electrical works and lift manufacturing and installation.

Third – CONTRACT DRAWINGS

- The Contract Drawings: N/A

Fourth –DOCUMENTS SUPPLIED BY THE EMPLOYER

- Comprise: Specification and other documents.
- Named person: The whole of the text referring to a named person as a subcontractor will be deleted.

Fifth B - PRICING BY THE CONTRACTOR

- Option B will apply: Option A will be deleted.
- Priced Activity Schedule: The words 'and has provided the Employer with a priced schedule of activities annexed to this contract (the Activity Schedule)' will be deleted.

Sixth – RESPONSE TO EMPLOYER'S REQUIREMENTS

- Contractor's Proposals
- The Contractor's Designed Portion Analysis

Seventh – MEETING THE EMPLOYER'S REQUIREMENTS

- Contractor's Proposals appear to meet the Employer's Requirements.

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Ninth – INFORMATION RELEASE SCHEDULE

- The ninth Recital will be deleted. An Information Release Schedule has not been provided.

Tenth Recital – CDM REGULATIONS

- The project is notifiable.

Eleventh – DIVISION OF THE WORKS INTO SECTIONS

- The Eleventh Recital will not be deleted. The Works are divided into Sections.

THE ARTICLES

Article 3 – ARCHITECT/CONTRACT ADMINISTRATOR

- Architect/Contract Administrator:
 - Name: Southampton City Council
 - Address: Floor 3, One Guildhall Square, Above Bar Street, Southampton, SO14 7FP

Article 4 – QUANTITY SURVEYOR

- Quantity Surveyor:
 - Name: Southampton City Council
 - Address: Floor 3, One Guildhall Square, Above Bar Street, Southampton, SO14 7FP

Article 5 and Article 6 – PRINCIPLE DESIGNER/PRINCIPAL CONTRACTOR

- Principal Designer: Southampton City Council, Floor 3 One Guildhall Square, Above Bar Street, Southampton, SO14 7FP.
- Principal Contractor: Is the Contractor.

CONTRACT PARTICULARS

PART 1: GENERAL

Fourth Recital – EMPLOYER’S REQUIREMENTS

- The Employer’s Requirements are contained in the following Documents: Specification, Pre-Construction information.

Sixth Recital – CONTRACTOR’S PROPOSALS AND CDP ANALYSIS

- The Contractor’s Proposals are contained in the following documents
TO BE AGREED WITH SUCCESSFUL TENDERER.
- The CDP Analysis is contained in the following documents
TO BE AGREED WITH SUCCESSFUL TENDERER.

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Eighth Recital and clause 4.5 – CONSTRUCTION INDUSTRY SCHEME (CIS)

- Employer at the Base Date is a ‘contractor’ for the purposes of the CIS.

Eleventh Recital - DESCRIPTION OF SECTIONS

Description of Sections:

- Section 1: Albion Lift 1
- Section 2: Redbridge Lift 1
- Section 3: Shirley Lift 1
- Section 4: Albion Lift 2
- Section 5: Redbridge Lift 2
- Section 6: Shirley Lift 2

Twelfth Recital – FRAMEWORK AGREEMENT

- Framework Agreement: N/A.

Thirteenth Recital and Schedule 5 – SUPPLEMENTAL PROVISIONS

- Collaborative working: Paragraph 1 applies
- Health & Safety: Paragraph 2 applies
- Cost savings and value improvements: Paragraph 3 applies
- Sustainable development and environmental considerations: Paragraph 4 applies
- Performance indicators and monitoring: Paragraph 5 does not apply
- Notification and negotiation of disputes: Paragraph 6 does not apply

Article 8 – ARBITRATION

- Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply.

Clause 1.1 – BASE DATE

- Base Date: Ten days before the final date fixed for the return of tenders.

Clause 1.1 – DATES FOR COMPLETION OF SECTIONS

- Sections: Date for completion of Sections:
 - Section 1: Date: 25 weeks from Date of Possession of Section 1.
 - Section 2: Date: 29 weeks from Date of Possession of Section 2.
 - Section 3: Date: 25 weeks from Date of Possession of Section 3.
 - Section 4: Date: 50 weeks from Date of Possession of Section 1.
 - Section 5: Date: 56 weeks from Date of Possession of Section 2.
 - Section 6: Date: 50 weeks from Date of Possession of Section 3.

Clause 1.7 – ADDRESSES FOR SERVICE OF NOTICES ETC. BY THE PARTIES

- Employer:
 - Address: See clause A10/120.
- Contractor:
 - Address: [TO BE COMPLETED BY THE CONTRACTOR].
 - Fax Number: [TO BE COMPLETED BY THE CONTRACTOR].

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Clause 2.4 – DATE FOR POSSESSION OF THE SITE

- Sections: Date for Possession of Sections:
 - Section 1: Date: TBA*
 - Section 2: 13 weeks from the date of possession of Section 1.
 - Section 3: Upon Sectional Completion of Section 4 (Albion lift 2).
 - Section 4: Date: Upon Sectional Completion of Section 1
 - Section 5: Date: Upon Sectional Completion of Section 2.
 - Section 6: Date: Upon Sectional Completion of Section 3.

* To be agreed between the parties but where no agreement is reached, a date is to be determined by the Employer at its absolute discretion.

Clause 2.5 – DEFERMENT OF POSSESSION OF SECTIONS

- Clause 2.5 applies.
- Where clause 2.5 applies, maximum period of deferment is:
 - All Sections (1-6): Maximum period: 6 weeks

Clause 2.23.2 – LIQUIDATED DAMAGES

- Sections: Rate of liquidated damages for each Section:
 - All Sections (1-6): at the rate of £539.94 per calendar day.

Clause 2.29 – SECTION SUMS

- Section 1: Sum: To be confirmed post-tender.
- Section 2: Sum: To be confirmed post-tender.
- Section 3: Sum: To be confirmed post-tender.
- Section 4: Sum: To be confirmed post-tender.
- Section 5: Sum: To be confirmed post-tender.
- Section 6: Sum: To be confirmed post-tender.

Clause 2.30 – RECTIFICATION PERIOD

- Period from the date of practical completion of each section:
 - All Sections (1-6): 12 months

N.B – Separate Maintenance Agreement will run from Completion of the first lift (I.E. such lift to achieve Sectional Completion first) and will end 1 year after Practical Completion is achieved.

- Clause 2.34.3 – CONTRACTOR’S DESIGN PORTION
- The limit of the Contractor’s liability for loss of use etc. Unlimited

Clause 4.6 – ADVANCE PAYMENT AND ADVANCE PAYMENT BOND

- Advance payment: Clause 4.6 does not apply.

Clause 4.7.1 – INTERIM PAYMENTS – DUE DATE

- The first date is 28 days after Date of Possession, and thereafter the same day in each month or the nearest Business Day in that month.

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Clause 4.8.1 – INTERIM PAYMENTS – PERCENTAGE OF VALUE

- Where the Works have not achieved practical completion – 95%
- Where the Works have achieved practical completion – 97.5%.

Clause 4.9.4 – LISTED ITEMS – UNIQUELY IDENTIFIED

- Listed items: Clause 4.9.4 will be deleted.

Clause 4.9.5 – LISTED ITEMS – NOT UNIQUELY IDENTIFIED

- Listed items: Clause 4.9.5 will be deleted.

Clause 4.15 and Schedule 4 - CONTRIBUTION, LEVY AND TAX FLUCTUATIONS:

- Schedule 4 (Fluctuations Option): does not apply.
- The contract will be on a fixed firm price basis.

Clause 6.4.1.2 – 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 (Ten Million Pounds).

Clause 6.5.1 – INSURANCE – LIABILITY OF EMPLOYER

- Insurance may be required.
- Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event: £10,000,000 (Ten Million Pounds).

Clause 6.7 and Schedule 1 – INSURANCE OF THE WORKS – INSURANCE OPTIONS

- Schedule 1: Insurance option C applies.
- Percentage to cover professional fees: 15 per cent.

Clause 6.10 and Schedule 1 – TERRORISM COVER

- Terrorism Cover is not required.

Clause 6.12 – JOINT FIRE CODE

- The Joint Fire Code: Does not apply.

Clause 6.15 – JOINT FIRE CODE – AMENDMENTS/REVISIONS

- Joint Fire Code – Amendments/revisions: The cost, if any, of compliance with amendments or revisions to the Joint Fire Code shall be borne by the Contractor.

Clause 6.16 – CONTRACTOR’S DESIGNED PORTION (CDP) PROFESSIONAL INDEMNITY INSURANCE

- Level of Cover of professional Indemnity Insurance amount of indemnity required in the aggregate amount of any one period of insurance is £2,000,000.

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- Cover for pollution and contamination claims is not required.
- Expiry of required period of CDP Professional Indemnity insurance is 12 years.

- Clause 8.9.2 – PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR)
- Period of suspension: 2 months

Clauses 8.11.1.1 to 8.11.1.5 – PERIOD OF SUSPENSION

- Period of suspension: 2 months

Clause 9.2.1 – ADJUDICATION

- The Adjudicator is: To be appointed by Nominator of Adjudicator.
- Nominator of Adjudicator – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established): President or a Vice-President or Chairman or a Vice-Chairman of the Royal Institution of Chartered Surveyors.

Clause 9.4.1 – ARBITRATION

- Clause 9.4.1 is deleted.

PART 2: COLLATERAL WARRANTIES

Clauses 3.5 and 3.6 – COLLATERAL WARRANTIES FROM SUBCONTRACTORS

- Part 2(E) Clauses 3.5 and 3.6 of the Conditions: Warranties may be required from the following:
 - Subcontractors: Mechanical & Electrical: Applicable clause: SCWa/E.
Level of Professional Indemnity Insurance required: £2,000,000.00.
 - Subcontractors: Lift Design & Installation (unless the main contractor is the designer and/or installer): Applicable clause: SCWa/E.
Level of Professional Indemnity Insurance required: 2,000,000.00.
- The prescribed form of collateral warranty is appended.

**SCHEDULE OF AMENDMENTS TO THE JCT INTERMEDIATE BUILDING
CONTRACT WITH CONTRACTOR'S DESIGN 2011 EDITION WITH
AMENDMENT 1 ISSUED MARCH 2015**

ARTICLES OF AGREEMENT

Insert new

Article 10: "The Employer and the Contractor agree that the Schedule of Amendments attached hereto are hereby incorporated into this Agreement and the provisions of the Articles of Agreement, the Conditions and the Schedules shall have effect as so amended."

[Insert new

Article 11: "The Contractor acknowledges that a breach of its obligations under the Agreement may result in loss not only to the Employer but also to any Funder and/or Purchaser and/or Tenant for the time being of the Site. The Contractor acknowledges that, without prejudice to the position of any of the other parties and subject to the legal rules as to causation and remoteness of damage, it will be liable to the Employer for any losses suffered to any Funder and/or Purchaser and/or Tenant for the time being of the site and that it will not seek to contend in any action or proceedings brought by the Employer that such losses had been suffered by the owner for the time being of the Site and not the Employer."]

CONTRACT PARTICULARS

Section 1 – Definitions and Interpretations

Clause 1.1 Delete the definition of "Agreement" and insert:

"Agreement: the Articles of Agreement included in JCT Intermediate Building Contract with contractor's design 2011 with amendment 1, including the Recitals, the Articles, the Conditions (as modified in accordance with Article 10) the Schedules, Appendices and Annexes to the Agreement and the Contract Particulars."

Clause 1.1 Insert at the end of definition of "Conditions":

"and additional clauses or provisions added by the Schedule of Amendments in accordance with Article 10 and the Conditions as amended and added to by the Schedule of Amendments in accordance with Article 10".

Clause 1.1 Delete the definition of "Employer" and insert:

"Employer: the person named as employer in the Agreement, its successors and assignees."

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Clause 1.1 Insert the following new definition:

“Regulation 73 Event: any one of the following: (i) this Agreement has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 or (ii) the Contractor was, at the time of the award of this Agreement, in one of the mandatory exclusion situations referred to in Regulation 57(1) and 57(2) of the Public Contracts Regulations 2015 and so should have been excluded from the procurement procedure or (iii) this Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaty on European Union 2008, the Treaty on the Functioning of the European Union 2008 and the Public Contracts Directive 2014/24/EU that has been declared by the Court of Justice of the European Union.”

Clause 1.3 Delete: “The Agreement and these Conditions are to be read as a whole but nothing contained in the Bills/Specification/Work Schedules or the CDP Documents shall override or modify the Agreement”
and insert: “The Contract Documents are to be read as a whole.”

Clause 1.9.1.1 Delete text and insert “Not used.”

Section 2 – Carrying out the Works

Contractor’s Obligations

Clause 2.1 First line after “the Works” insert “(and in relation to which the Contractor is responsible for design, the design and development of design of the Works)”.

First line before “proper” insert “timely, ”.

Third line after the first “Statutory Requirements” insert “using good up to date building practices relevant at the time the Agreement commences and the quality materials defined in the Employer’s Requirements and Contractor’s Proposals or, where not so defined, materials of good quality appropriate for their intended use”.

Third line after the second “Statutory Requirements” insert “At the Employer’s request, the Contractor shall forthwith supply the Employer with evidence of the Contractor’s compliance with all such Requirements and that the Contractor has given all such notices”.

Insert new clause 2.1A.1

“The Contractor shall ensure that (in addition to the sub-contractor(s) named in Part 2 of the Contract Particulars) any professional designer that the Contractor employs (which employment shall be strictly in accordance with the provisions

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in clauses 3.5 – 3.7 and Section 7) shall execute and deliver to the Employer collateral warranties in accordance with the provisions of Section 7 in the relevant form as appended hereto, with such reasonable amendments as the beneficiary of the warranty shall require or agree, in favour of the Employer (and/or each Funder, Tenant and Purchaser, as the Employer may specify). Each collateral warranty shall include specific details of the design responsibilities related to the professional designer or specialist sub-contractor providing the warranty. Notwithstanding any other provisions of this Agreement, no sums will be due from the Employer to the Contractor under this Agreement with respect to either works done under any sub-contract to which this clause applies or any sub-contract with a sub-contractor named under Part 2 of the Contract Particulars unless and until such collateral warranties have been satisfactorily executed (by all of the sub-contractors and designers referred to in this clause and in Part 2 of the Contract Particulars) and delivered to the Employer or its duly appointed representative. The Contractor shall include within the terms of appointment of all professional designers the requirement for maintaining Professional Indemnity Insurance (or, where relevant, Product Liability Insurance) in an amount not less than two million pounds (£2,000,000) per claim or series of claims arising out of any one event for a period of 12 years from the date of Practical Completion of the Works. As and when reasonably requested to do so by the Employer, the Contractor shall produce for inspection documentary evidence that such insurance is being maintained.”

Insert new
clause 2.1A.2

“The Contractor has had an opportunity of inspecting the physical conditions and other conditions of or affecting the site of the Works and shall be deemed to have fully acquainted itself with the same and to have obtained all necessary information as to risks, contingencies and all other circumstances that may influence or affect the construction of the Works and no failure on the part of the Contractor to discover or foresee any such condition, risk, contingency or circumstance, whether the same would reasonably to have been discovered or foreseen or not, shall entitle the Contractor to an addition to the Contract Sum or to claim in damages or otherwise any additional sum or to an extension of time. The Contractor is not and shall not be entitled to rely upon any survey, report or other document prepared by on or on behalf of the Employer regarding any such matter as is referred to in this clause and the Employer makes no representation or warranty as to the accuracy or completeness of any such survey, report or document or any representation or statement, whether negligently or otherwise made therein contained.”

Insert new
clause 2.1A.3

“If the Employer so requires forthwith on execution of this Agreement the Contractor shall (where it is a subsidiary within

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the meaning of section 1159 of the Companies Act 2006) procure and deliver to the Employer a parent company guarantee and shall (as the Employer may require) procure and deliver a guarantee bond in favour of the Employer in the form(s) attached at appendices [C and D]. The Contractor's compliance with the provisions of sub-clause 2.1.A.3 shall, notwithstanding any other provision of this Agreement, be a condition precedent to any obligation on the part of the Employer to make any payment that might otherwise be due under the Agreement, and the Contractor acknowledges that he has no entitlement either to receive payment or to exercise any rights in respect of non-payment arising under the Agreement unless and until the Contractor has provided a parent company guarantee or a guarantee bond if so required."

Insert new

clause 2.1A.4

"The above obligations for the provision of collateral warranties, deeds and guarantees shall continue notwithstanding termination of this Agreement, or termination of the Contractor's employment hereunder, in either case for any reason whatsoever, save in respect of breach by the Employer. However any such deed given after such termination shall be amended by the Employer so as to refer to the fact and date of such termination, to omit any obligation to continue to exercise skill, care or diligence or fulfil obligations pursuant to this Agreement after such termination and to omit any provision enabling a third party to assume the position of employer of the Contractor."

Insert new

clause 2.1A.5

"The Contractor warrants that the execution copy of this Agreement was not altered in any way when it was in the Contractor's possession prior to execution and before returning it to the Employer for execution by the Employer other than any alteration in respect of which the Contractor gave clear prior express notification to the Employer and obtained the Employer's express written consent thereto. In the event that this Agreement is subsequently found to contain any alterations which were made without such notification and consent then the Contractor consents to any rectification of this Agreement to reinstate the drafting to that which removes the effect of any such alterations."

Clause 2.2.1

Last two lines replace "in the case of the Contractor's Designed Portion be of a standard appropriate to it and shall in any other case be of a standard appropriate to the Works" with "be fit for their intended purpose".

Insert new

clause 2.2.3

"The Contractor warrants to the Employer that unless otherwise authorised or instructed by or on behalf of the Employer there shall not be used in the Works any material, substance or building practice or technique which is:

- | | £ | p |
|---|---|---|
| <p>2.2.3.1 not in accordance with British and/or Standards and/or Codes of Practice or other equivalent of no lesser standard or good building practice as set out in either United Kingdom or other European publications of a recognised body or institution; and/or</p> <p>2.2.3.2 generally known within the construction industry at the time of use to be deleterious or hazardous to the health and safety of occupants of the Works or to the durability and stability of the Works in the particular circumstances in which such materials, substances, building practices or techniques are used and having regard to the publication issued by Ove Arup entitled "Good Practice in the Selection of Construction Materials" in 1997, sponsored by the British Council for Offices and the British Property Federation (as may be reviewed from time to time)."</p> | | |

CLAUSE 2.4: DATE of POSSESSION

Clause 2.4 At the end of clause 2.4 insert:

"The Contractor shall immediately deliver to the Employer possession of the [whole of the] Site and of the Works upon any determination of his employment or this Contract whether under Section 8 or otherwise notwithstanding that the validity of such determination may be disputed by the Contractor."

CLAUSE 2.13: INSTRUCTIONS ON ERRORS, OMISSIONS AND INCONSISTENCIES

Insert new
clause 2.13.5

"Notwithstanding the above, the Contractor shall carry out a review of all contract documents and drawings and any other documents and information supplied to him in connection with the Works within 14 days of receiving them, and promptly notify the Architect/Contract Administrator of any discrepancies and any further information the Contractor requires. If the Contractor fails to comply with this obligation he may not claim any extension of time or additional monies in connection with any discrepancies or requirements for further information which ought reasonably to have been notified to the Architect/Contract Administrator in compliance with this obligation."

Discrepancies and Divergences

Before clause 2.15 insert new clause 2.15A

"The Contractor warrants and undertakes to ensure that:-

- 2.15A.1 it is fully aware of its obligations arising as a result of the Statutory Requirements including but not limited to the CDM Regulations and possesses the requisite degree of competence and level of resources to meet those obligations; and that
- 2.15A.2 all sub-contractors employed by the Contractor (strictly in accordance with the Agreement) are fully aware of their obligations arising as a result of the Statutory Requirement including but not limited to

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the CDM Regulations and possess the requisite degree of competence and level of resources to meet those obligations.”

Adjustment of Completion Date

Clause 2.19.1 line 6 after “otherwise” delete comma and insert:

“provided that the Contractor has made reasonable and proper efforts to mitigate such delay and ignoring any delay caused by a Relevant Event which is concurrent with delay, the cause of which is the responsibility of the Contractor and always provided that the delay has not arisen as a result of negligence, default or breach of contract on the part of the Contractor, his servants or agents or any sub-contractor or consultant appointed by the Contractor or supplier or their servants or agents”

After clause 2.19.4.2 insert new clauses:

- “2.19.4.3 take all reasonable steps to mitigate the effects of such delay to the progress of the Works;
- 2.19.4.4 if the progress of the Works is or is likely to be delayed advise the Employer on measures to avoid or reduce such delays and (if applicable) the costs thereof;
- 2.19.4.5 not be able to claim a delay has occurred as a result of failure by the Employer to provide information unless it has requested the information from the Employer at least 7 days before it was required.”

Insert new clause 2.19.6

“Notwithstanding any provisions of clause 2.20 the Contractor shall not be entitled to any adjustment of the Completion Date of the Works or any part of the Works on account of any circumstances arising by reason of any error omission negligence or default of the Contractor or any of its employees or agents or of any sub-contractor or supplier or any other employees or agents.”

Insert new clause 2.19.7

“Without in anyway limiting the obligation on the Contractor to submit notice of delay forthwith contained in clause 2.19.1 no request for extensions of time under this clause 2.19 may be submitted after completion of the Works.”

Practical Completion

Insert at end of clause 2.21

“The Architect/Contract Administrator may certify that Practical Completion has been achieved notwithstanding that parts of the Works remain to be completed and/or that final commissioning and adjustment of any installations remain to

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be completed. In such event, such incomplete work and/or commissioning and adjustment shall be treated as defects appearing within the Rectification Period pursuant to clause 2.30.”

Clause 2.23.1 Delete and insert:-

“Provided the Architect/Contract Administrator has issued a certificate of non-completion under clause 2.22 for the Works or a Section, the Employer may not later than 5 days before the final date for payment of the debt due under the Final Certificate, give notice in writing to the Contractor in the terms set out in clause 2.23.2.”

Insert new clause 2.30A “Where the defect shrinkage or other fault: -

2.30A.1 is affecting the use or occupation of the completed Works; or

2.30A.2 gives rise to a health and safety risk; or
2.30A.3 was causing damage;

or is likely to do so if not rectified without delay, the Contractor shall ensure that the required works of making good are commenced as soon as practicable and in the event of emergency are attended and any necessary temporary works undertaken within 24 hours of being requested to do so or at such time and date as the Employer may reasonably require and thereafter diligently carried out and completed in accordance with the Employer.”

CLAUSE 2.33: COPYRIGHT AND USE

In clause 2.33.1 delete words in the last sentence from “but” to “works”

SECTION 3: CONTROL OF THE WORKS

Sub-Letting

Insert new clause 3.5A “The Employer’s written consent under clause 3.5 shall be required in relation to the identity of the proposed sub-contractor, for which purpose the Employer shall be entitled to be reasonably satisfied of their competence, technical capability, financial standing and insurance arrangements and the Contractor shall enter into reasonable contractual arrangements with such sub-contractor and that the Contractor shall provide such information as is reasonably required to enable the Employer to make an assessment.”

Insert new clause 3.5B “The Contractor shall ensure that no sub-contractor commences work until a formal contract setting out the terms upon which the sub-contract works are to be carried out has been entered into

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(executed as a Deed and properly completed) between the Contractor and the sub-contractor.”

Insert at the end of clause 3.6.2 the following new clauses:

- “3.6.2.7 for the Contractor to consider and verify any invoice, payee payment notice or application for payment as the case may be, submitted by a sub-contractor, in a timely fashion;
- 3.6.2.8 for the final date for payment of any sums due from the Contractor to a sub-contractor under a payment notice or valid and undisputed invoice as the case may be, served or submitted in accordance with the sub-contract, to be no later than a period of 30 days from the date on which the payment notice or invoice is served subject to any deductions made in accordance with this Agreement;
- 3.6.2.9 that the sub-contractor shall include in any sub-contract which it awards provisions having the same effect as clauses 3.6.2.7 and 3.6.2.8.”

Insert new
clause 3.6A

“Exclusion of Sub-Contractors

- 3.6A.1 Where the Employer considers that there may be grounds for the exclusion of a sub-contractor under Regulation 57 of the Public Contracts Regulations 2015 then, without prejudice to the Employer’s rights under clauses 3.5 and 3.6 and clauses 3.5A and 3.5B:
 - 3.6A.1.1 if the Employer finds there are compulsory grounds for exclusion, the Contractor shall replace or shall not appoint the sub-contractor;
 - 3.6A.1.2 if the Employer finds there are non-compulsory grounds for exclusion, the Employer may require the Contractor to replace or not to appoint the sub-contractor and the Contractor shall comply with such a requirement.
- 3.6A.2 The Contractor shall include in every sub-contract:
 - 3.6A.2.1 a right for the Contractor to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and
 - 3.6A.2.2 a requirement that the sub-contractor includes a provision having the same effect as clause 3.6A.2.1 above in any sub-contract that it awards.”

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CLAUSE 3.8: COMPLIANCE WITH INSTRUCTIONS

Clause 3.8.1 Delete text and insert “Not used.”

Insert new

clause 3.8.3 “No approval or comment or omission to approve or comment on the part of the Architect/Contract Administrator whether under this clause or otherwise under this Agreement shall in any way affect any duties, responsibilities or liabilities of the Contractor or any domestic sub-contractor or supplier whether under this Agreement or otherwise.”

Clause 3.18.2.1 After “the Architect/Contract Administrator” insert “together with any pre-construction information required for the purposes of regulation 10 of the CDM Regulations”

SECTION 4 – PAYMENT

CLAUSE 4.1: WORK INCLUDED IN THE CONTRACT SUM

Insert new

clause 4.1.4 “The Contractor shall not be entitled to any loss of profit on items omitted from the Contract Sum.”

Clause 4.9 Delete text and insert “The value of offsite materials and goods will not be included in the amount stated as due.”

CLAUSE 4.11: INTERIM PAYMENTS FINAL DATE AND AMOUNT

Clause 4.11.1 Delete “14 days” and insert “21 days”.

CLAUSE 4.12: PAY LESS NOTICES AND GENERAL PROVISIONS

Clause 4.12 Delete existing clause 4.12.3 and insert:

“4.12.3 The Employer’s interest in the percentage of the total value not included in the amounts of the interim payments certified under clauses 4.7 and 4.8 shall not be fiduciary, either as Trustee for the Contractor or any other person, or in any other capacity; the relationship of the Employer and the Contractor with regards to the percentage withheld shall be solely that of debtor and unsecured creditor, subject to the terms hereof; and the Employer shall have no obligation to invest the percentage withheld or any part thereof.

4.12.4 The Employer shall have no obligation to segregate the percentage withheld or any part thereof in a separate banking account, or in any other manner whatsoever; and shall be entitled to the full beneficial interest in the percentage withheld and every part thereof (and, without limitation, interest thereon

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and income arising therefrom) unless and until the percentage withheld is paid to the Contractor pursuant to this Contract.”

Clauses 4.15 and 4.16 Delete text and insert “Not used.”

CLAUSE 4.17: DISTURBANCE OF REGULAR PROGRESS

Clause 4.17 At the end of clause 4.17 delete full stop and insert:

“and have taken such actions as are reasonable to mitigate or avoid such loss and expense; and shall not be entitled to recover loss and/or expense caused by or consequential upon any of the matters set out in clause 4.18 where delay caused by any such matter is concurrent with delay caused by any matter affecting regular progress of the Works for which the Contractor is responsible. For the avoidance of doubt the Employer will not make any payment under this clause 4.17 for:

- (i) head office costs
- (ii) administration cost and administration staff costs
- (iii) loss and profit on additional resources
- (iv) financing charges.”

CLAUSE 4.18: RELEVANT MATTERS

Clause 4.18 In line 1 after the word “Matters” insert:

“(except to the extent that such matters arose due to any breach, default, omission, negligence or breach of statutory duty by the Contractor, Contractor's Persons, his Sub-Contractors, suppliers, agents, or employees)”

CLAUSE 4.19: RESERVATION OF CONTRACTORS RIGHTS AND REMEDIES

Clause 4.19 Delete text and insert:

“4.19 Payment by the Employer to the Contractor of the amount of any direct loss and/or expense ascertained in accordance with clause 4.17 (subject to any rights of set-off which the Employer may have) shall be full compensation for the Contractor in respect of the matters which are the subject of the Contractor's application to the Architect/Contract Administrator under clause 4.17, and the Employer shall have no further liability in respect of such matters whether under the Contract or otherwise.”

PROMPT PAYMENT

Insert new clause 4.20

“4.20 Where the Contractor enters into a sub-contract with a sub-contractor or supplier for the purposes of performing its obligations under this Agreement, it should ensure that a provision is included in such a sub-contract which requires the

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payment to be made of all sums due by the Contractor to the sub-contractor or supplier within a specified period not exceeding 30 days from the receipt of a valid invoice.”

Section 6 – Injury, Damage and Insurance

Injury to Persons and Property

Clause 6.2 Renumber as clause 6.2.1.

Insert new
clause 6.2.2 “The Contractor shall at all times take all reasonable precautions to prevent any trespass, public or private nuisance or other actionable interference to the rights or activities of any adjoining or neighbouring (to the Site) landowner or occupier or any statutory undertaker. The Contractor shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such trespass, nuisance or interference to the extent that the same arises out of or by reason of the Contract Works and is attributable to any negligence, breach of statutory duty, omission or default on the part of the Contractor, his sub-contractors servants or agents. For the avoidance of doubt the Employer may issue to the Contractor such instructions as he considers necessary if any injunction is granted or Court Order is made against the Employer as owner of the land in consequence of any such trespass, nuisance or interference, but such instruction shall not be construed as a Variation.”

Where the Contract Particulars state that insurance option C is to apply insert new clause 6.8A:

“The Contractor acknowledges the Employer will not name the Contractor as joint insured but the Employer’s insurance policy is endorsed to the effect that interest in the insurance will be vested jointly in the insured and any Contractor employed by the insured to undertake the works in progress and the Contractor agrees that this shall satisfy any obligation in the Agreement for the Employer to take out a Joint Names Policy.”

Where the Contract Particulars state that insurance option C is to apply delete clause 6.10 and insert:

“6.10 The Contractor acknowledges that the Employer carries no insurance cover for the Works in respect of terrorism and the Contractor agrees that this shall not be a breach of the Employer’s obligations under this Agreement. No requirement in the Conditions that the Employer should obtain such cover shall be enforceable by the Contractor or any sub-contractor of the Contractor against the Employer.”

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Section 7 – Assignment and Collateral Warranties

Clause 7.1 Delete clause 7.1 and insert:

“7.1A The Contractor shall not assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the Employer which may be granted subject to such reasonable conditions as the Employer may require.

7.1B The Employer may by written notice to the Contractor assign, novate, outsource or otherwise dispose of any or all of its rights and obligations under this Agreement at any time to any person having the legal capacity, power and authority to become a party to and to perform the obligations of the Employer under this Agreement.

7.1C In the event that the Contractor wishes to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement and the Employer grants consent thereto then the Contractor shall pay to the Employer upon receipt of an invoice, in accordance with the rates applicable at the time of the assignment, novation or other disposition (and such rates may be obtained from the Employer’s Service Director: Legal & Governance on request), all reasonable legal, administrative and other costs, charges and expenses incurred by the Employer in connection with such assignment, novation or other disposition as applicable.”

Section 8 - Termination

Replace the title after clause 8.6 with the following title:

“Consequences of termination under clauses 8.4 to 8.6 and under clauses 12.4.4 and 12.7.5”

At the end of the first line of clause 8.7 after “8.6” insert “or clause 12.4.4 or clause 12.7.5”

Insert new

clause 8.11.3 “The Employer may terminate the Contractor’s employment under the Contract with immediate effect in the event of a Regulation 73 Event.”

Clause 8.12.3.5 Delete text and insert “Not used.”

Insert as a new clause 10:

Section 10 – Safety and Security

10.1 The Contractor shall throughout the progress of the Works:

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- 10.1.1 take full responsibility for the safety of all persons upon the site of the Works; and
 - 10.1.2 keep the Works (so far as the same are not occupied by the Employer and except in so far as the Employer has a responsibility under clause 10.2) in an orderly state in order to avoid danger to such persons; and
 - 10.1.3 in connection with the Works provide and maintain at his own cost all lights, guards, fencing and warning signs when and where necessary or as required by the Employer or by any competent statutory or other authority for the protection of the Works or for the safety or convenience of the public or others; and
 - 10.1.4 safeguard the Site, any products, materials, equipment and any existing buildings from damage or theft at any time of the day; and prevent unauthorised access to the Site or via the Site to adjoining property.
- 10.2 Without prejudice to its other obligations under the terms of this Agreement, the Contractor shall comply with and shall procure that his employees, agents and sub-contractors and others on the site of the Works shall comply with all their respective duties and obligations under all legislation and other requirements having the force of law relating to the health, safety and conduct of construction operations including but without limitation all their respective duties and obligations under and pursuant to the CDM Regulations, Factories Act 1961, Occupiers Liability Acts 1957 and 1984, Control of Pollution Act 1964, Health and Safety at Work etc Act 1974 and any regulations, rules or orders made pursuant thereto.
- 10.3 The Contractor shall indemnify the Employer in respect of any liability, loss, claim or proceedings of whatsoever nature arising out of or in connection with any breach of duties and obligations referred to in clause 10.2.
- 10.4 The Contractor shall ensure that the Works shall be kept secure at all times.
- 10.5 Except with the written permission of the Employer, to be given when necessary for the execution of the Works and subject to such terms as may be imposed, the employees of the Contractor shall not be permitted to enter any building or lands of the Employer or any part of the site of the Works under the control of other contractors or of the Employer or any other person and the Contractor shall warn his employees that any person found within those premises without authority is liable to be removed from the Works. The Contractor shall ensure that

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his employees, agents, sub-contractors and others on site are confined to that portion of that site of the Works necessary to enable them to carry out the Works.

- 10.6 The Contractor shall:
- 10.6.1 take all responsible precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of other premises upon or in the locality of the site of the Works and to the public generally, including measures to reduce the nuisance from noise, dust, smell, fumes and vibration during the carrying out of the Works;
 - 10.6.2 ensure that the access to the site of the Works is unobstructed at all times and that there is no interference with or obstruction of any vehicles using the site of the Works in order to gain access to other premises; and
 - 10.6.3 at all times cooperate with and not interfere with or obstruct any other contractor engaged by the Employer to carry out other works on or in the vicinity of the site of the Works and the Employer shall use reasonable endeavours to ensure that any such other contractor shall have a clause equivalent to this clause in its contract.”

Insert as a new clause 11:

“Section 11 - Equality

- 11.1 The Contractor shall comply with, co-operate with and assist the Employer in the discharge of the Employer’s obligations under the Equality Act 2010.
- 11.2 Without prejudice to the generality of clause 11.1, the Contractor shall not treat one individual or group of people less favourably than others because of age, disability, gender reassignment, marriage and civil partnership, race religion and belief, pregnancy and maternity, sex and sexual orientation, and the Contractor shall furthermore seek to promote equality among the Contractor’s Persons and generally.
- 11.3 The Contractor shall:
 - 11.3.1 set out its equal opportunities policy:
 - 11.3.1.1 in instructions to those concerned with recruitment, training and promotion;

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- 11.3.1.2 in documents available to the Contractor's Persons, recognised trade unions or other representative groups of its personnel; and
- 11.3.1.3 in advertisements and other literature; and
- 11.3.2 on request, provide the Employer with examples of such instructions, documents, advertisements and other literature.
- 11.4 In the event of any finding of unlawful discrimination being made against the Contractor by any court or tribunal, or of an adverse finding in any formal investigation, the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination and shall, on request, provide the Employer with details of any steps taken.
- 11.5 The Contractor shall take all reasonable steps to ensure that the Contractor's Persons do not act towards either the Employer or staff or members of the public in a manner that could amount to harassment on any of the grounds mentioned in clause 11.2."

Insert as a new clause 12:

"Section 12 – Scrutiny, Confidentiality and Compliance

12.1 Scrutiny Committee

12.1.1 From time to time, the Employer may require the Contractor to provide reports to, or be involved in discussions with elected members of the Employer, in particular the Scrutiny Committee. The Contractor must:

12.1.1.1 co-operate with enquiries made by Scrutiny Committee, Ombudsman or other legally empowered enquiry agents; and

12.1.1.2 comply, at the Contractor's own cost, with the Employer's reasonable requirements in this regard.

12.2 Confidentiality and Freedom of Information

12.2.1 For the purpose of this clause 12.2:

12.2.1.1 "Codes of Practice" means the Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records issued

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- pursuant to Sections 45 and 46 of the FOIA and any similar or subsequent codes or guidance issued in relation to the Employer's FOIA obligations, as amended, updated and replaced from time to time;
- 12.2.1.2 "Confidential Information" means subject to clause 12.2.8 information, data and material of any nature, and held in any form or medium, which either Party may receive or obtain in the performance of or in connection with this Agreement and includes the Contractor's Tender and Tender Documentation;
- 12.2.1.3 "Data Protection Legislation" has the meaning ascribed to it in clause 12.3;
- 12.2.1.4 "Discloser" means any Party who discloses Confidential Information to the other Party;
- 12.2.1.5 "EIR" means the Environmental Information Regulations 2004 and any subsequent regulations issued from time to time;
- 12.2.1.6 "FOIA" means the Freedom of Information Act 2005, as amended from time to time;
- 12.2.1.7 "Personal Data" has the meaning ascribed to it in clause 12.3;
- 12.2.1.8 "Recipient" means any Party that obtains or receives Confidential Information from the Discloser.
- 12.2.2 Subject to the remainder of clause 12.2, the Parties undertake to keep strictly confidential and shall not disclose any such Confidential Information to any third party without the prior written consent of the other Party, provided that:
- 12.2.2.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of this Agreement;
- 12.2.2.2 this clause 12.2.2 shall not apply to any Confidential Information:

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- order for the Employer to discharge its obligations under the FOIA;
- 12.2.5.2 and consents to the Employer publishing information provided by the Employer by the Contractor in the Employer's Publication Scheme as required by the FOIA;
- 12.2.5.3 that the decision on whether or not any exemption applies to a request for disclosure made under the FOIA is a decision solely for the Employer;
- 12.2.5.4 where the Employer is managing a request for disclosure of information pursuant to the FOIA, the Contractor will co-operate with the Employer and will respond to any request by the Employer for assistance within 5 Working Days;
- 12.2.5.5 that where the Contractor wishes to engage a sub-contractor pursuant to the terms of this Agreement, the Contractor shall procure from such sub-contractor an undertaking to comply with the obligations of this clause 12 in a form approved by the Employer; and
- 12.2.5.6 the Employer will consult with the Contractor prior to disclosing any of the Contractor's Confidential Information pursuant to a request for such information under the FOIA.
- 12.2.6 The provisions of this clause 12 shall survive and remain in full force upon and following the termination of this Agreement.
- 12.2.7 The Contractor shall indemnify and keep indemnified the Employer against all actions, claims, demands, proceedings, damages, losses, charges and expenses whatsoever in respect of any breach by the Contractor of this clause 12.
- 12.2.8 Notwithstanding any other provision of this Agreement the parties acknowledge and agree that except for any information which is exempt from disclosure in accordance with the provisions of the FOIA the content of this Agreement is not Confidential Information.
- 12.2.9 The Contractor acknowledges that the Employer may be subject to governmental codes of practice

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or guidance relating to a transparency agenda, including the policy of publishing contracts and all other documents relating to public procurement activity, such as for example the 27 February 2015 document “Local Government Transparency Code 2015”. Accordingly and notwithstanding any other provision of this Agreement, the Contractor hereby gives its consent for the Employer to publish this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to this Agreement. In relation thereto the Employer may consult with the Contractor to inform its decision regarding any exemptions but the Employer shall have the final decision in its absolute discretion. The Contractor shall assist and cooperate with the Employer to enable the Employer to publish this Agreement or any other documents relating to the public procurement activity from which this Agreement resulted in accordance with the aforementioned governmental transparency agenda.

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12.3 Employer Data

12.3.1 For the purpose of this clause 12.3:

“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer” have the same meaning as given in the GDPR;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

“Data Protection Legislation” means (i) the GDPR, the LED and any applicable national implementing laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable law about the processing of personal data and privacy;

“Data Protection Impact Assessment” means an assessment by the Controller of the impact of the envisaged processing of Personal Data;

“Data Subject Access Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

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“DPA 2018” means the Data Protection Act 2018, as amended from time to time, or as otherwise superseded or amended by any subsequent statute, statutory provision or subordinate legislation;

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679);

“LED” means Law Enforcement Directive (Directive (EU) 2016/680);

“Protective Measures” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;

“Sub-processor” means any third party appointed to process Personal Data on behalf of the Contractor relating to this Agreement.

12.3.2 The Contractor acknowledges that the Employer is subject to obligations under the Data Protection Legislation and, to the extent that they apply to the Contractor’s performance of its obligations under this Agreement, the Contractor shall act in accordance with the Data Protection Legislation and any similar codes of practice or guidance notified to the Contractor from time to time.

12.3.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 6 by the Employer and may not be determined by the Contractor.

12.3.4 The Contractor shall notify the Employer immediately if it considers that any of the Employer’s instructions infringe the Data Protection Legislation.

12.3.5 The Contractor shall provide all reasonable assistance to the Employer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Employer, include:

12.3.5.1 a systematic description of the envisaged processing operations and the purpose of the processing;

Agreement (and in particular in accordance with Schedule 6);

12.3.6.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Contractor's Persons who have access to the Personal Data and ensure that they:

12.3.6.3.2.1 are aware of and comply with the Contractor's duties under this clause;

12.3.6.3.2.2 are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

12.3.6.3.2.3 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Employer or as otherwise permitted by this Agreement; and

12.3.6.3.2.4 have undergone adequate training in the use, care, protection and handling of Personal Data; and

12.3.6.4 not transfer Personal Data outside of the EU unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:

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- 12.3.6.4.1 the Employer or the Contractor has provided appropriate safeguards in relation to the transfer (in accordance with GDPR Article 46 or LED Article 37) as determined by the Employer;
- 12.3.6.4.2 the Data Subject has enforceable rights and effective legal remedies; and
- 12.3.6.4.3 the Contractor complies with any reasonable instructions notified to it in advance by the Employer with respect to the processing of the Personal Data; and
- 12.3.6.5 at the written direction of the Employer, delete or return Personal Data (and any copies of it) to the Employer at the Employer's request and in any event on termination of this Agreement unless the Contractor is required by law to retain the Personal Data.
- 12.3.7 Subject to clause 12.3.8, the Contractor shall notify the Employer immediately if it:
 - 12.3.7.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 12.3.7.2 receives a request to rectify, block or erase any Personal Data;
 - 12.3.7.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 12.3.7.4 receives any communication from the Information Commissioner or any other regulatory authority in

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- connection with Personal Data processed under this Agreement;
- 12.3.7.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
- 12.3.7.6 becomes aware of a Data Loss Event.
- 12.3.8 The Contractor's obligation to notify under clause 12.3.7 shall include the provision of further information to the Employer in phases, as details become available.
- 12.3.9 Taking into account the nature of the processing of Personal Data, the Contractor shall provide the Employer with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause 12.3.7 (and insofar as possible within the timescales reasonably required by the Employer) including by promptly providing the Employer with:
- 12.3.9.1 full details and copies of the complaint, communication or request;
- 12.3.9.2 such assistance as is reasonably requested by the Employer to enable the Employer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- 12.3.9.3 at its request, any Personal Data it holds in relation to a Data Subject;
- 12.3.9.4 such assistance as requested by the Employer following any Data Loss Event; and
- 12.3.9.5 such assistance as requested by the Employer with respect to any request from the Information Commissioner's Office, or any consultation by the Employer with the Information Commissioner's Office.
- 12.3.10 In addition to the obligations of clause 12.3.9, the Contractor will assist the Employer by establishing and implementing appropriate technical and

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- organisational measures when carrying out the Works, insofar as this is possible, for the fulfilment of the Employer's obligation to respond to a Subject Access Request by the Data Subject exercising its rights with regard to their Personal Data, including:
- 12.3.10.1 right of access;
 - 12.3.10.2 right to rectification;
 - 12.3.10.3 right to erasure;
 - 12.3.10.4 right to restriction of processing;
 - 12.3.10.5 right to data portability;
 - 12.3.10.6 right to object; and
 - 12.3.10.7 rights regarding automated individual decision-making.
- 12.3.11 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless the Employer determines that the processing:
- 12.3.11.1 is not occasional;
 - 12.3.11.2 includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 12.3.11.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 12.3.12 Taking into account the nature of data processing and the information available, the Contractor shall assist the Employer in ensuring compliance with the Employer's obligations in respect of:
- 12.3.12.1 notification of a Personal Data breach to the supervisory authority; and
 - 12.3.12.2 communication of a Personal Data breach to the Data Subject.
- 12.3.13 The Contractor warrants to the Employer that it will process Personal Data in compliance with all

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- applicable laws and without prejudice to clause 12.3.18.2 the Contractor shall indemnify the Employer and keep the Employer indemnified from and against all claims by any Data Subjects arising from or relating to any breach of this clause 12.3 by the Contractor.
- 12.3.14 In addition to clause 12.3.2 and without prejudice to clauses 12.3.4 to 12.3.13, the Contractor will take appropriate security measures to protect against unauthorised or unlawful processing or accidental loss or destruction of Personal Data, and shall comply with any instructions issued by the Employer to the Contractor as to any appropriate standard for the management of Personal Data and information security management.
- 12.3.15 The Contractor shall allow for audits of its processing of Personal Data activity by the Employer or the Employer's designated auditor.
- 12.3.16 The Contractor shall designate a data protection officer as required by the Data Protection Legislation.
- 12.3.17 The Contractor agrees to notify the Employer as soon as reasonably practicable upon becoming aware of any breach, or suspected breach, of any applicable law or other duty, stated or implied, relating to the confidentiality or security of Personal Data.
- 12.3.18 The Contractor agrees:
- 12.3.18.1 to process Personal Data only on documented instructions from the Employer including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by law, in which event the Contractor shall inform the Employer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- 12.3.18.2 that without prejudice to clauses 3.5 to 3.7, the Contractor shall not engage a sub-contractor without obtaining prior specific or general written authorisation of the Employer. In the case that general written authorisation is given by the

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- Employer, the Contractor shall inform the Employer of any intended changes concerning the addition or replacement of other sub-contractors and the Employer will have the opportunity to object to such changes;
- 12.3.18.3 that, subject to written authorisation being granted under clause 12.3.10.6, where the Contractor wishes to engage a sub-contractor pursuant to the terms of this Agreement, the Contractor shall procure from such sub-contractor an undertaking to comply with the obligations of this clause 12.3 in a form approved by the Employer and in the event that the sub-contractor engaged by the Contractor fails to fulfil its data protection obligations in accordance with such undertaking the Contractor remains fully liable to the Employer for the performance of the sub-contractor's obligations;
- 12.3.18.4 to take reasonable steps to ensure the reliability of any employees of the Contractor who have access to Personal Data and to ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 12.3.18.5 that it will make available to the Employer all information necessary to demonstrate compliance with all applicable laws relevant to Personal Data and allow for and contribute to audits, including inspections, conducted by the Employer or by any person on the Employer's behalf.
- 12.3.19 Before allowing any Sub-processor to process any Personal Data relating to this Agreement, the Contractor must:
- 12.3.19.1 notify the Employer in writing of the intended Sub-processor and processing;

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- 12.4.2 The Contractor undertakes to procure that the Contractor's Persons comply with all of the Employer's policies and standards that are relevant to the carrying out of the Works, including those relating to safety, security, business ethics, work place harassment, drugs and alcohol and any other on-site regulations specified by the Employer for personnel working at the Site or accessing the Employer's computer systems. The Employer shall provide the Contractor with copies of such policies on request.
- 12.4.3 The Contractor shall carry out the Works in compliance with all the requirements of any Act of Parliament, statutory instrument or order or any other evaluation having the force of law or bye-law and all regulatory requirements relevant to the Contractor's business and/or the Employer's business from time to time in force, which are or may become applicable to the Works. In all cases, the costs of compliance shall be borne by the Contractor and the Contractor shall indemnify the Employer against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the Employer may incur arising out of any breach by the Contractor of the provisions of this clause 12.4.3.
- 12.4.4 The Contractor must not commit any breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of any relevant data protection legislation by unlawfully processing personal data in connection with any blacklisting activities. The Employer may terminate the Contractor's employment under this Contract with immediate effect in the event of any breach by the Contractor of this clause 12.4.4 and the provisions of clause 8.7 shall apply.

12.5 Audit and Enquiries

- 12.5.1 The Contractor shall keep and maintain until six years after this Contract ceases to be in force accurate records of all work carried out and all information required to be kept (whether by law or by the Employer) relating to its carrying out of the Works, of all expenditure reimbursable by the Employer and of the hours works and costs incurred in connection with any personnel of the Contractor paid for by the Employer on a time charge basis. The Contractor shall on request afford to the Employer or the Employer's representatives such access to those records as may be required in connection with this Agreement.
- 12.5.2 The Employer, the Employer's auditors and the Audit Commission or persons authorised on their behalf shall be allowed access, for the purposes of examining or interviewing as the case may be, to the following:
- 12.5.2.1 all work places of the Contractor to inspect work being done in the carrying out of the Works;

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12.5.2.2 all documents, records, data and information in the Contractor's possession, custody or control that relates to the Works;

12.5.2.3 any of the Contractor's Persons for the purposes of interviewing them about the carrying out of the Works;

12.5.2.4 all technology, resources, systems and procedures used by the Contractor in connection with the carrying out of the Works;

and may require the Contractor to produce such written or oral explanations as they consider necessary.

12.5.3 From time to time, the Employer may require the Contractor to provide reports to, or be involved in discussions with, the Employer's elected Council members. The Contractor shall cooperate with enquiries by the Employer's Scrutiny Committees, the Ombudsman or other legally empowered enquiry agents.

12.5.4 If provision of information in accordance with clauses 12.5.1 to 12.5.3 above is in breach of London Stock Exchange listing rules or would substantially affect the Contractor's parent company's share price, the Contractor reserves the right to refuse to disclose such information where appropriate arrangements in respect of confidentiality cannot be agreed.

12.6 Legal Proceedings

12.6.1 If requested to do so by the Employer, the Contractor shall provide the Employer with any relevant information required in connection with any legal inquiry, arbitration or court proceedings in which the Employer may become involved or any relevant disciplinary hearing internal to the Employer and shall give evidence in any enquiries or proceedings or hearings arising out of or in connection with the carrying out of the Works.

12.6.2 The Contractor shall, upon becoming aware of anything in connection with the Works that is likely to give rise to legal inquiry or litigation, forthwith notify the Employer, giving such details as are available.

12.7 Corrupt Gifts and Payments

12.7.1 The Contractor shall not offer to give, or agree to give, to any employee or representative of the Employer any gift or consideration of any kind whatsoever as an inducement or reward for doing, or refraining from doing, or having done or refrained from doing any act in relation to the obtaining or execution of this Agreement or any other agreement with the Employer or for showing or refraining from showing favour or disfavour to any

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person in relation to this Agreement or any other agreement with the Employer.

- 12.7.2 In relation to this Agreement and to any other agreement with the Employer, the Contractor warrants that it has not committed any offence under the Bribery Act 2010 or section 117(2) and (3) of the Local Government Act 1972 and that the Contractor has not given any fee or reward to any member or officer of the Employer, which shall have been exacted or accepted by such member or officer by virtue of office or employment and is otherwise than such member's or officer's proper remuneration.
- 12.7.3 The Contractor warrants that it has not entered into this Agreement or any other agreement with the Employer (nor will enter into any future agreement with the Employer) on the basis that commission is or has been payable, paid by the Contractor or on their behalf, or with your knowledge, unless, before the agreement is made, particulars of any such commission and the terms and conditions of any agreement for its payment have been disclosed in writing to the Employer.
- 12.7.4 The Contractor warrants that no person employed by the Contractor or otherwise acting on the Contractor's behalf (whether with or without the knowledge of the Contractor) has acted or will act in such a way as to contravene clause 12.7.1 or to breach the warranties in clause 12.7.3.
- 12.7.5 A breach by the Contractor of any of its obligations or warranties in this clause 12.7 shall entitle the Employer to terminate the Contractor's employment under this Contract with immediate effect and the provisions of clause 8.7 shall apply.

12.8 Fraud

- 12.8.1 The Employer shall be entitled to use all information provided by the Contractor or to which it has access to as a result of this Agreement for the purposes of preventing and detecting fraud and the Contractor shall provide all assistance necessary in the Employer's prevention and detection thereof.
- 12.8.2 The Employer is under a duty to protect the public funds it administers and consequently may use information about or in relation to the Contractor which it has acquired in relation to the Agreement or otherwise for the prevention and detection of fraud. Accordingly the Employer may share for such purposes all such information with other bodies responsible for auditing or administering public funds, including participation in the National Fraud Initiative, and the Contractor acknowledges and consents to such use and sharing of all such information. For the purpose of this clause 12.8.2 the "National Fraud Initiative" means the sophisticated data matching exercise (or any similar successor exercise) run by the Audit Commission (or any successor body) under Part IIA of the Audit Commission Act 1998 which matches

electronic data within and between participating bodies, including by way of example, local authorities, to prevent and detect fraud.”

Insert as a new clause 13

“13 Ineffectiveness

- 13.1 In the event of a declaration of ineffectiveness pursuant to Part 3 of the Public Contracts Regulations 2015 the Agreement shall terminate immediately. No compensation, costs, damages or losses shall be due to the Contractor as a result of a declaration of ineffectiveness.”

Insert as a new clause 14

“14 Housing Grants Construction and Regeneration Act 1996

- 14.1 Any amendments to the Housing Grants Construction and Regeneration Act 1996 are be deemed to have been included in this Agreement.”

Insert as a new clause 15

“15. Prevent Duty

- 15.1 The Contractor shall facilitate the Employer’s compliance with its duty pursuant to the Counter Terrorism and Security Act 2015 (“CTSA 2015”) and the Contractor shall have regard to the statutory guidance issued under section 29 of the CTSA 2015 and in particular the Contractor shall ensure that the Contractor’s Persons:
 - 15.1.1 understand what radicalisation means and why people may be vulnerable to being drawn into terrorism;
 - 15.1.2 are aware of extremism and the relationship between extremism and terrorism;
 - 15.1.3 know what measures are available to prevent people from becoming drawn into terrorism and how to challenge the extreme ideology that can be associated with it;
 - 15.1.4 obtain support for people who may be exploited by radicalising influences.
- 15.2 Where the Contractor identifies or suspects that someone may be engaged in illegal terrorist related activity, the Contractor must refer such person or activity to the police.”

Insert as a new clause 16

“16 Modern Slavery

- 16.1 The Contractor undertakes, warrants and represents that:

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- 16.1.1 neither the Contractor nor any of the Contractor's Persons:
- 16.1.1.1 have committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or
 - 16.1.1.2 have been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - 16.1.1.3 are aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 16.1.2 it shall comply with the Modern Slavery Act 2015 and any Modern Slavery policy that it has or is required to keep under any applicable laws; and
- 16.1.3 it shall notify the Employer immediately in writing if it becomes aware or has reason to believe that it or any of the Contractor's Persons have breached or potentially breached any of the Contractor's obligations under this clause 16 such notice to set out full details of the circumstances concerning the breach or potential breach of the Contractor's obligations."

[Insert as a new clause 17

"17. Improving Visibility of Sub-Contract Opportunities Available to SMEs and VCSEs in the Supply Chain

- 17.1 The Contractor shall:
- 17.1.1 subject to clause 17.3, advertise on Contracts Finder all sub-contract opportunities arising from or in connection with the carrying out of the Works above a minimum threshold of £50,000 that arise prior to completion of the Works;
 - 17.1.2 within 90 days of awarding a sub-contract to a sub-contractor, update the notice on Contracts Finder with details of the successful sub-contractor;
 - 17.1.3 monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain arising from or in connection with the carrying out of the Works;

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- 17.1.4 provide reports on the information at clause 17.1.3 to the Employer in the format and frequency as reasonably specified by the Employer; and
- 17.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 17.2 Each advert referred to at clause 17.1.1 above shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.
- 17.3. The obligation at clause 17.1 shall only apply in respect of sub-contact opportunities arising after the contract award date.
- 17.4 Notwithstanding clause 17.1, the Employer may by giving its prior written approval, agree that a sub-contract opportunity is not required to be advertised on Contracts Finder.
- 17.5 For the purpose of this clause 17 the following terms have the following meanings:
 - “Contracts Finder” means the Government’s publishing portal for public sector procurement opportunities;
 - “SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises; and
 - “VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.”]

[Insert as a new clause 18

“18. Management Charges and Information

- 18.1 In addition to any other management information requirements set out in this Agreement, the Contractor agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME Management Information (MI) Reports to the Employer which incorporate the data described in the MI Reporting Template which is:
 - 18.1.1 the total contract revenue received directly on a specific contract;
 - 18.1.2 the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and

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18.1.3 the total value of sub-contracted revenues to SMEs and VCSEs.

18.2 The SME Management Information Reports shall be provided in the correct format as required by the MI Reporting Template and any guidance issued by the Employer from time to time. The Contractor shall use the initial MI Reporting Template which is set out in Schedule 7 and which may be changed from time to time (including the data required and/or format) by the Employer by issuing a replacement version. The Employer shall give at least 30 days notice in writing of any such change and shall specify the date from which it must be used.

18.3 The Contractor further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Employer.”]

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SCHEDULE 1 PARAGRAPH C3.2: EVIDENCE OF INSURANCE

Delete.

EXECUTION

- The Contract: Will be executed as a deed by both the Employer and the Contractor.

CONTRACT GUARANTEE BOND

- In accordance with sub-clause 2.1A.3 the Contractor may be required to find an assurance or guarantee company or bank to the approval of the Employer which is prepared to be jointly and severally bound with him in a sum equal to 10% (ten per cent) of the Contract Sum for the due fulfilment of this Agreement and the name and address of such surety shall accompany the tender.
- The Contractor shall allow here for providing such a performance bond.
- If a performance bond is not required, the sum entered against this item will be deducted from the amount due to the Contractor.
- The prescribed form of contract guarantee bond is appended. The Employer will only accept a bond in this prescribed form.

PARENT COMPANY GUARANTEE

- The prescribed form of contract guarantee bond is appended. The Employer will only accept a bond in this prescribed form.
- The Contractor may in accordance with sub-clause 2.1A.3 be required to provide a Parent Company Guarantee.
- The Contractor shall allow here for providing such a Parent Company Guarantee.
- If a Parent Company Guarantee is not required, the sum entered against this item will be deducted from the amount due to the Contractor.
- The prescribed form of Parent Company Guarantee is appended. The Employer will only accept a Parent Company Guarantee in this prescribed form.

710 CONTRACT AGREEMENT

- The prescribed form of Contract Agreement is appended.

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725 OBLIGATIONS

- An obligation outlined hereafter in these Contract Particulars and Preliminaries which does not, on a true examination of the wording, appear to expressly apply to either the Employer or the Contractor shall apply to the Contractor, unless it can be clearly construed from the wording that the contrary interpretation should apply.

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SCHEDULE 6
DATA PROCESSING SCHEDULE

<u>Description</u>	<u>Details</u>
<u>Subject matter of the processing</u>	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
<u>Duration of the processing</u>	<i>[Clearly set out the duration of the processing including dates]</i>
<u>Nature and purpose of the processing</u>	<i>[Please be as specific as possible but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc</i>
<u>Type of Personal Data</u>	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data</i>

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<p><u>Categories of Data Subject</u></p>	<p><u>etc]</u> <u>[Examples include: Staff (including volunteers, agents and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc]</u></p>
<p><u>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</u></p>	<p><u>[Describe how long the data will be retained for, how it will be returned or destroyed]</u></p>

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**[SCHEDULE 7
SME MANAGEMENT INFORMATION REPORTING TEMPLATE]**

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[Dept] SME Data Collection

Please refer to the guidance tab.
Please answer questions A1 to A6 (populating yellow cells only) as applicable and return to [DEPARTMENTAL CONTACT]

INSERT YOUR ORGANISATION/COMPANY NAME	Full Year 2018/19 (Apr 2018 Mar 2019)	
	£	%
SELECT DEPARTMENT		
CONTRACT NAME		
A1. Total contract revenue (£) received directly from selected contract.	£0.00	
A2. Total value of subcontracted revenues (£)	£0.00	
A3. Total value of subcontracted revenues to SMEs (£)	£0.00	

Breakdown of Departmental Contract Revenue
(100%= £0)

- Total Revenue retained (£)
- Total subcontracted revenues to non SME (£)
- Total subcontracted revenues to SMEs (£)

Data provided by:

Name	
Organisation	INSERT YOUR ORGANISATION/COMPANY NAME
DUNS Number	
Email	
Phone	
Date	

Please provide details of the preferred contact for future reporting (If applicable):

Name	
Email	
Phone	

To Collection

A30 TENDERING/SUBLETTING/SUPPLY

MAIN CONTRACT TENDERING AND SUBMISSIONS

A30/110A SCOPE

- General: These conditions apply in respect of the Contractor’s tender submission and are supplementary to those stated in the Invitation to Tender and on the Employer’s Form of Tender.

A30/145A TENDERING PROCEDURE

- Tenders may be given the opportunity to correct any manifest arithmetical errors on the face of tenders. Otherwise no change to tender will be accepted following submission of a tender.

A30/160 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 the reasons for the inability to tender.

A30/170 ACCEPTANCE OF TENDER

- The Employer and Employer’s representatives:
 - Offer no guarantee that any tender will be recommended for acceptance or be accepted.
 - Will not be responsible for any cost incurred in the preparation of any tender.

A30/182 CONTRACTOR TO SATISFY HIMSELF ON ALL MATTERS

- Tender period: When tendering, examine the drawings and other tender documents and visit the site(s) in order to satisfy yourself as to the nature and extent of the works and as to any difficulties which may arise due to the particular form of design and construction. Obtain your own information as to the means of access to the sites, and as to the particular nature and value of the works to be contracted for. You will be deemed to be conversant with the availability of labour and materials prevailing at the time of tendering and to have made allowance accordingly.

A30/190 PERIOD OF VALIDITY

- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than ninety (90) calendar days.
- Date for possession: See section A20.

PRICING/SUBMISSION OF DOCUMENTS

A30/210 PRELIMINARIES IN THE SPECIFICATION

- Preliminaries/General Conditions have not been prepared in accordance with SMM7.

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A30/250A PRICED DOCUMENTS

- Alterations: Do not qualify the priced documents without written consent. A Contractor who submits a tender with qualified documents without being specifically invited to do so will be given an opportunity to withdraw the qualification(s) so as to produce a compliant tender, but without amending the price. If the Contractor refuses to withdraw the qualification(s) the tender will be rejected.
- Measurements: Where not stated, ascertain from the drawings.
- Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
- Submit: with tender.

A30/300 QUANTITIES IN THE PRICED DOCUMENT

- Quantities: Where included in the priced document, these have been prepared in accordance with SMM7 *only where and to the extent stated*.
- Other items, descriptions and measurements not prepared in accordance with SMM7: Must be priced taking account of the information given elsewhere in the tender documents, including for all associated and ancillary work shown or clearly apparent as being necessary for the complete and proper execution of the work.

A30/310 TENDER

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

440 CONTRACT SUM ANALYSIS

- Content of the Analysis: A breakdown of the Contract Sum in the format of the Pricing Analysis must be provided, including additions and amendment of quantities as referred to in the pricing notes and preamble to the standard form of pricing analysis
- Fully priced copy: Submit with tender

480 PROGRAMME

- Programme of work: Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemise any work which is excluded.
- Submit: with tender

500 TENDER STAGE METHOD STATEMENTS

- Method statements: Prepare, describing how and when the following is to be carried out:
 - Site set-up and layout, removal of existing lifts, building alterations, moving materials around site, installation works including builders' work, maintenance of lift facility at all times
- Statements: Submit within two days of request (post tender).

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A30/510A 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 Construction Phase Plan (CDM Regulations 2015).
- 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: In addition to and at the same time as tendering for the Works.

A30/515 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.

A30/525 INSURANCE INFORMATION

- Scope: The following information is to be submitted for all of the required insurances:
 - Policy Reference Number and Addresses
 - Name and Address of Insurer
 - Name and Address of Broker
 - Name of Policy Holder
 - Date of Policy Commencement
 - Date of Policy Expiry
 - Summary of Policy type/scope of cover
 - Minimum Value of Cover
- Submit: with tender

A30/530 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.

A30/540 QUALITY CONTROL RESOURCES

- Statement: Describe the organisation and resources to control the quality of the Works, including the work of subcontractors.

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- QA staff: Identify in the statement the number and type of staff responsible for quality control, with details of their qualifications and duties.
- Submit: with tender

A30/550 HEALTH & SAFETY INFORMATION

- Content: Describe the organisation and resources to safeguard the health & safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- Include:
 - A copy of the Contractor's health & safety policy document, including risk assessment procedures.
 - Accident and sickness records for the past five years.
 - Records of previous Health & Safety Executive enforcement action.
 - Records of training and training policy.
 - The number and type of staff responsible for health & safety on this project with details of their qualifications and duties.
- Submit: within one week of request.

A30/570A OUTLINE CONSTRUCTION PHASE PLAN (CDM REGULATIONS 2015)

- Content: Submit the following information within one week of request:
 - Method statements on how risks from hazards identified in the pre-construction information (CDM Regulations 2015) 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 co-operation and co-ordination 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 welfare facilities.
 - Procedures for ensuring that all persons on site have received relevant health & safety information and any 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.
 - Design and calculations of scaffolds for information/record (not approval).

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A30/590 SITE WASTE MANAGEMENT PLAN

- Person responsible for developing the Plan: The Contractor.
- Content: Include details of:
 - Principal Contractor for the purposes of the regulations.
 - Location of the site.
 - Description of the project.
 - Estimated project cost.
 - Types and quantities of waste that will be generated.
 - Resource management options for these wastes including proposals for minimization/reuse/recycling.
 - The use of appropriate and licensed waste management contractors.
 - Record keeping procedures.
 - Waste auditing protocols.
- Submit: Within one week of request.

A30/595 SUSTAINABLE PROCUREMENT POLICY

- Employer's Sustainable Procurement Policy:
 - Location: Appendix G.
 - For further information on Southampton City Council's Sustainability Policy, see the Southampton City Council website:
<http://www.southampton.gov.uk/s-environment/planning/sustainable/>
- Project Environmental Management System: Develop a system compatible with the Employer's policy.
 - Format: CD
 - Submit: 2 weeks before the date for completion as stated in the contract

SUBLETTING/SUPPLY

A30/630 DOMESTIC SUBCONTRACTS

- General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.
- List: Provide details of all subcontractors and the work for which they will be responsible.
- Submit: within one week of request

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A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

A31/110 DEFINITIONS

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

A31/120 COMMUNICATION

- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
- Format: In writing to the person named in clause A10/140 unless specified otherwise.
- Response: Do not proceed until response has been received.

A31/130 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.

A31/135 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.

A31/140 DRAWINGS

- Definitions: To BSRIA BG 6/2009 A design framework for building services design activities and drawing definitions.
- CAD data: In accordance with BS 1192-5.

A31/160 TERMS USED IN SPECIFICATION

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fastenings, 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 or for use in the Works as instructed.

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- 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.

A31/170 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.

A31/200 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.
- Manufacturer's guarantees: If substitution is accepted, submit before ordering products.

A31/210 CROSS REFERENCES

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

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- 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.

A31/220 REFERENCED DOCUMENTS

- Conflicts: Specification prevails over referenced documents.

A31/230 EQUIVALENT PRODUCTS

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

A31/240A SUBSTITUTION OF STANDARDS

- Products specified to British standard or European standard: Substitution may be proposed of products complying with a grade or category within a national standard of another Member State of the European Union or an international standard recognised in the UK.
- Before ordering: Submit notification of all such proposals.
- Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

A31/250 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.

A31/260 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

A31/410 ADDITIONAL COPIES OF THE DRAWINGS/DOCUMENTS

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

A31/440 DIMENSIONS

- Scaled dimensions: Do not rely on.

A31/450 MEASURED QUANTITIES

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

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

A31/460 THE SPECIFICATION

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

DOCUMENTS PROVIDED BY CONTRACTOR/SUBCONTRACTORS/SUPPLIERS

A31/620 AS BUILT DRAWINGS AND INFORMATION

- Contractor designed work: Provide drawings/information:
- As built plans/sections/elevations and detail drawings (as applicable).
- Submit: At least two weeks before date for completion.

A31/630 TECHNICAL LITERATURE

- Information: Keep on site for reference by all supervisory personnel:
 - Manufacturers' current literature relating to all products to be used in the Works.
 - Relevant British, EN or ISO Standards.

A31/640 MAINTENANCE INSTRUCTIONS AND GUARANTEES

- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- Emergency call out services: Provide telephone numbers for use after completion.

A31/650 ENERGY RATING CALCULATION

- Calculation documentation:
 - Number of copies: 2
 - Deliver to: Energy Performance Certificate Assessor.

DOCUMENT/DATA INTERCHANGE

A31/850 ELECTRONIC DATA INTERCHANGE (EDI)

Data: Types and classes of communication: Drawings, specifications, programmes, instructions, meeting minutes, and general correspondence but excluding formal notices.

- Parties: Between: Employer, contract administrator, design team, main contractor, and sub-contractors.
- Requirements: Clearly show the title of the project and subject, include copies to all interested and provide structured electronic filing system for future reference.

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- Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

A32/150 OWNERSHIP

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

A32/157 RACIAL AND SEXUAL HARASSMENT

- Duty: Be polite, helpful, and respectful to members of the public. Without prejudice to the generality of this provision, take all reasonable steps to ensure that staff engaged in the contract do not act in a manner towards either the Employer's staff or members of the public that would amount to either racial or sexual harassment.

A32/158 STAFF AND OPERATIVES

- Employer's right: At the request of the Employer the Contractor shall permanently remove any operative (including sub-contractors or suppliers), member of the Contractor's staff or visitor who the Employer considers to have behaved in an unreasonable manner from the site and/or the provision of the Works. Respond immediately to any instructions issued by the Employer or his representatives in this regard. Any operative etc. dismissed shall be replaced forthwith by the Contractor with one of similar or greater skills and experience. The use of foul language, sexist comments or other offensive behaviour on site which is inappropriate in a public place shall constitute one of a number of possible grounds of dismissal under this clause. The Employer shall not be liable either to the Contractor or anybody so removed in respect of any liability, loss or damage occasioned by such removal from the provision of the Service.

A32/159 CHLOROFLUOROCARBONS

- Employer's policy: The Contractor is to note that the Employer has adopted a policy that wherever possible any aerosol used in the pursuance of any contract should not contain Chlorofluorocarbons (CFCs).
- Requirement: Ensure that, wherever possible, any aerosols that are to be used for any contractual purposes do not contain CFCs.

A32/165 TIMBER FROM SUSTAINABLE SOURCES

- Requirement: Ensure that all timber is obtained from sustainable sources employing an appropriate forest management system.
- Evidence: Submit on request.

PROGRAMME/PROGRESS

A32/210 PROGRAMME

- Master programme: When requested and before starting work on site, submit in an approved form a master programme for the Works, which must include details of:

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- Design, production information and proposals provided by the Contractor/Sub-contractors/Suppliers, including inspection and checking (see section A31).
- Planning and mobilisation by the Contractor.
- Earliest and latest start and finish dates for each activity and identification of all critical activities.
- 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 (see section A54).
- Work by or on behalf of the Employer and concurrent with the Contract (see section A50). The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.
- Submit: Three copies.

A32/230 SUBMISSION OF PROGRAMME

- Further information: Submission of the programme will not relieve the Contractor of the responsibility to advise of the need for further drawings or details or instructions in accordance with the Contract.

A32/240 COMMENCEMENT OF WORK

- Notice: Before the proposed date for commencement of work on site give minimum notice of 14 days

A32/250A MONITORING

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

A32/260 SITE MEETINGS

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: Once a month.
- Location: On site.
- Accommodation: Ensure availability at the time of such meetings.
- Attendees: Attend meetings and inform sub-contractors and suppliers when their presence is required.
- Chairperson (who will also take and distribute minutes): Contract Administrator.

A32/265 CONTRACTOR'S PROGRESS REPORT

- General: Submit a progress report at least 2 working days before the site meeting.

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- Content: Notwithstanding the Contractor’s obligations under the Contract the report must include:
 - A progress statement by reference to the master programme for the Works.
 - Labour availabilities and returns as required by A32 / 480.
 - Materials on site.
 - Records of climate conditions as required by A32 / 140.
 - Details of any matters materially affecting the regular progress of the Works.
 - Sub-contractors’ and suppliers’ progress reports.
 - Any requirements for further drawings or details or instructions to fulfil any obligations under Conditions of Contract.

A32/270 CONTRACTOR’S SITE MEETINGS

- General: Hold meetings with appropriate sub-contractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.

A32/280 PHOTOGRAPHS

- Number of locations: as required by the CA
- Frequency of intervals: weekly or at the end of a key task
- Image format: JPEG

A32/285 PARTIAL POSSESSION BY EMPLOYER

- Clause 2.25 of Conditions of Contract: Ensure all necessary access, services and other associated facilities are also complete.

A32/290 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): One month.

A32/295 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.

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CONTROL OF COST

A32/410 CASH FLOW FORECAST

- Submission: Before starting work on site, submit a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. Base on the programme for the Works.

A32/420 REMOVAL/REPLACEMENT OF EXISTING WORK

- Extent and location: Agree before commencement.
- Execution: Carry out in ways that minimise the extent of work.

A32/430 PROPOSED INSTRUCTIONS

- Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.
- Include:
 - A detailed breakdown of the cost, including any allowance for direct loss and expense.
 - Details of any additional resources required.
 - Details of any adjustments to be made to the programme for the Works.
 - Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.
- Inability to comply: Inform immediately if it is not possible to comply with any of the above requirements.

A32/440 MEASUREMENT

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

A32/450 DAYWORK VOUCHERS

- Before commencing work: Give reasonable notice to person countersigning daywork vouchers.
- Content: Before delivery each voucher must be:
 - Referenced to the instruction under which the work is authorised.
 - Signed by the Contractor's person in charge as evidence that the operatives' names, the time spent by each, the plant and materials shown are correct.

A32/460 INTERIM VALUATIONS

- Applications: Include details of amounts due under the Contract together with all necessary supporting information.
- Submission: At least seven days before established dates.

A32/470 PRODUCTS NOT INCORPORATED INTO THE WORKS

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

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A32/480 LABOUR AND EQUIPMENT RETURNS

- Daily records: Provide at the beginning of each week for verification
- Records must show:
 - The number and description of craftsmen, labourers and other persons employed on or in connection with the Works, including those employed by subcontractors.
 - The number, type and capacity of all mechanical and power-operated equipment employed in constructing the Works.

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A33 QUALITY STANDARDS/CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

A33/110 INCOMPLETE DOCUMENTATION

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

A33/120 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.

A33/130 QUALITY OF PRODUCTS

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

A33/135 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: Not defective, 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.

A33/140 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:

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- 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.

A33/150 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.

A33/155 RECORDING REINSTATEMENT OF FIRE STOPPING

- Where the undertaking of the works cause any fire smoke stopping structures/measures in the existing building to be breach or compromised in any way. The Contractor must reinstate the fire smoke stopping so that it is complete and in accordance with contemporary regulations. The Contractor shall photograph with the exact location date and project names. The photographs are to be submitted with the O&M Manual and Health & Safety File at the conclusion of each project as evidence that fire compartmentalisation has not been breached.

A33/156 RECORDING OF FIRE STOPPING IN NEW BUILDINGS

- The Contractor shall photograph all require fire smoke containment and stopping of new build projects. The photographs are to be submitted with the O&M Manual and Health & Safety File at the conclusion of each project as evidence that fire compartmentalisation has not been breached.

A33/160 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.

A33/170 MANUFACTURER'S RECOMMENDATIONS/INSTRUCTIONS

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

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- Changes to recommendations or instructions: Submit details.
- Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
- Agreement certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

A33/180 WATER FOR THE WORKS

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

SAMPLES/APPROVALS

A33/210 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.

A33/220 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.

A33/230 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

A33/310 ACCURACY OF INSTRUMENTS

- Accuracy of measurement. Use instruments and methods described in BS5606, Appendix A.

A33/320 SETTING OUT

- General: Submit details of methods and equipment to be used in setting out the Works.

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- 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.

A33/330 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.

A33/340 CRITICAL DIMENSIONS

- Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.
- Location: Detailed in tender documents.

A33/350 LEVELS OF STRUCTURAL FLOORS

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

A33/360 RECORD DRAWINGS

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

SERVICES GENERALLY

A33/410 SERVICES REGULATIONS

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

A33/420 WATER REGULATIONS/BYELAWS NOTIFICATION

- Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.
- Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

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A33/430 WATER REGULATIONS/BYELAWS CONTRACTOR'S CERTIFICATE

- On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:
 - The address of the premises.
 - A brief description of the new installation and/or work carried out to an existing installation.
 - The Contractor's name and address.
 - A statement that the installation complies with the relevant Water Regulations or Byelaws.
 - The name and signature of the individual responsible for checking compliance.
 - The date on which the installation was checked.

A33/435A ELECTRICAL INSTALLATION CERTIFICATE

- Issue: When work is completed.
- Original certificate: To be lodged in Building Manual.

A33/445 SERVICE RUNS

- General: Provide adequate space and support for services, including unobstructed routes and fixings.
- Ducts, chases and holes: Form during construction rather than cut.
- Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

A33/450 MECHANICAL AND ELECTRICAL SERVICES

- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
- Building Regulations notice: Original certificate: To be lodged in Building Manual.

SUPERVISION/INSPECTION/DEFECTIVE WORK

A33/510 SUPERVISION

- General: 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.
- Replacement: Give maximum possible notice before changing person in charge or site agent.

A33/520 COORDINATION OF ENGINEERING SERVICES

- Suitability: Site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.
- Evidence: Submit when requested CVs or other documentary evidence relating to the staff concerned.

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A33/530 OVERTIME WORKING

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
 - Minimum period of notice: 2 days.
- 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.

A33/540 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.

A33/545 CONDITION SURVEY

- Survey: Prior to commencement of the Works carry out jointly with the Contract Administrator a detailed photographic condition survey of:
 - the Site including existing buildings, structures, features and designated Site compound areas;
 - existing areas/features adjacent to the Site including structures, roads, paved areas, green areas, trees, fences, walls, hedges, drains, features, etc.
- Record: The condition survey is to record by means of notes and, if appropriate, sketches/drawings any defects of any kind and must include a digital photographic record of the condition of items, subject to approval. The survey will take into account any apparent defects internally or externally to the structure(s) or finishes. Any such defects shall be recorded in photographs and in writing when further amplification is required.
- Documents: Prepare two copies of the survey documents, including record photographs. They are to be signed by the Contractor and the Contract Administrator. One copy will be retained by the Contract Administrator as a record of the condition of the Site, and areas adjacent to the Site, at the commencement of the Works. Submit, at commencement of the Works, a CD-ROM containing digital files of the record photographs in JPEG format.

A33/550 ACCESS FOR INSPECTION

- Extent: Provide at all reasonable times access to the Works and to other places of the Contract or sub-contractors where work is being prepared for the Contract Administrator.
- Removal: Before removing scaffolding or other facilities for access, give notice of not less than 1 week.

A33/560 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.

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

A33/610 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.

A33/620 MEASURES TO ESTABLISH ACCEPTABILITY

- General: 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.
 - Will not be considered as grounds for the revision of the completion date.

A33/630 QUALITY CONTROL

- Procedures: Establish and maintain to ensure that the Works, including the work of subcontractors, comply with specified requirements.
- Records: Maintain full records, keep copies on site for inspection, and submit copies on request.
- Content of records:
 - Identification of the element, item, batch or lot including location in the Works.
 - Nature and dates of inspections, tests and approvals.
 - Nature and extent of nonconforming work found.
 - Details of corrective action.

WORK AT OR AFTER COMPLETION

A33/710 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.

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- 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.

A33/717 EMPLOYERS COSTS ARISING FROM ABORTIVE SITE INSPECTIONS

- If, as a result of outstanding work, the Contract Administrator is required to make more than one final site inspection prior to certifying Practical Completion and in the opinion of the Contract Administrator this is the result of inadequate preparation and a premature request for the inspection then the actual costs incurred by the Employer will be deducted from the Contract Sum.

A33/720 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.

A33/730 MAKING GOOD DEFECTS

- Remedial work: Arrange access with Contract Administrator.
- Rectification: Give reasonable notice for access to the various parts of the Works.
- Completion: Notify when remedial works have been completed.

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A34 SECURITY/SAFETY/PROTECTION

SECURITY, HEALTH AND SAFETY

A34/110B PRE-CONSTRUCTION INFORMATION (CDM REGULATIONS 2015)

- Location: Within the tender documents as a separate document.
- Commonplace hazards which should be controlled by good management and good site practices are not listed.
- Preliminaries: Relevant information is also contained in the preliminaries as listed below:
 - Description of project: Sections A10 and A11.
 - Client's consideration and management requirements: Sections A12, A13 and A36.
 - Environmental restrictions and on-site risks: Sections A12, A35 and A34.
 - Significant design and construction hazards: Section A34.
 - The Health & Safety File: Section A37.

A34/120 EXECUTION HAZARDS

- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: The design of the project includes the following:
 - Hazard: see pre-construction information

A34/130 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: Occupational Exposure Limits.
- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: Specified construction materials includes the following:
 - Hazard: See pre-construction information

A34/140A CONSTRUCTION PHASE HEALTH & SAFETY PLAN

- Submission: Present to the Employer/Client not less than 2 weeks before commencing work on site.
- Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Plan includes the procedures and arrangements required by the CDM Regulations 2015.
- Content: Develop the plan from and draw on the Outline Construction Phase Plan, clause A30/570, and the pre-construction information (CDM Regulations 2015).

A34/142 HEALTH AND SAFETY PROVISIONS

- Workforce: Ensure that the workforce engaged to perform the Works are competent to carry out their respective tasks with due regard to the Contractor's obligation under the Contract and without undue

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inconvenience to the Employer's tenants, the owners and occupiers of property or the general public.

- Supervision: Provide supervision of the workforce engaged upon the Contract being sufficient to ensure the execution of the Contract in accordance with the Contract.
- Performance: Ensure that the workforce is sufficient to enable the Works to be performed in a satisfactory manner.
- Records: For the purposes of enabling the Employer to satisfy themselves as the Contractor's compliance with this clause, keep at all times proper and up-to-date records of all the workforce in the Contractor's employ, including records of attendance at appropriate Health and Safety training sessions and courses. Afford the Employer full access to such records.
- Requirements: Comply with all requirements for the safety, health and welfare of the workforce whilst performing the Works including all generally recognised good working practices.
- Employer's policy: Comply at all times with the Employer's Health and Safety Policy whilst performing the Works.
- Legal requirements: Comply with all statutes, statutory instruments, rules, regulations, orders, directions, bye-laws or other instruments having the force of law, all rules of law, and all contractual obligations (whether owed to the Employer under this or any other contract or to any other person) relevant to the performance of the Contract.
- Documents at the Site: Provide and maintain at the Site or other appropriate locations copies of codes of practice, working rule agreements, safety policies, methods of work and any other health and safety documentation that is necessary for the safe operation of the Contract and performance of the Works and permit the Contract Administrator to inspect them.
- Responsible person: Comply with the following requirements:
 - Identify a person who is responsible for advising on health & safety matters that concern persons in or near the site of the said Works, and of members of the public.
 - Notify the name of the person advising on health & safety matters.
 - Ensure that the performance of the Works is inspected by the nominated health & safety adviser at least every month and that a written report is made by that person of each such inspection.
 - Provide, at the end of each week in which an inspection took place, a copy of such written report.
- Policy and codes of practice: If so requested, provide a copy of your current safety policy statement and safety codes of practice.
- Inform, advise and consult:
 - Inform the Employer as soon as becoming aware of any prosecution or pending or likely prosecution of the Contractor for any offence pertaining to the health and safety of its employees or of other persons, or of any conviction on such prosecution. Provide such further information and documents as may be required.
 - Inform the Employer as soon as becoming aware of any enforcement action in the form of improvement notices, prohibition notices, etc. being

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taken against the Contractor by the relevant health and safety enforcing body (e.g. health and safety executive).

- Advise the Contract Administrator as soon as becoming aware of any notifiable accident, disease, incident or dangerous occurrences (as defined under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) occurring on the Site or premises or whilst undertaking the Works.
- Advise the Employer as soon as becoming aware of any accident causing injury to an employee or member of the public (whether a 'major' injury or arising directly or indirectly from the Contractor's performance of the Works).
- Consult regularly with such health and safety representatives or committees as the Contractor's employees may appoint or establish.
- Competence: Take such steps as are necessary to ensure that the workforce engaged in the performance of the Works are competent to carry out their respective tasks with due regard to the Contractor's obligations under the aforementioned Acts and other instruments, and in the interests of the health and safety of other persons engaged in the Contract and of the general public.
- Asbestos: Notify the Employer forthwith if asbestos or any other dangerous material or condition is discovered during the performance of the Works.
- Safe working method statement: Submit your safe working method statement detailing the safe system of work for all activities.
- Notices to premises occupants, etc: Notify, in writing, the occupant of the premises, or the person in charge of, or representing, the occupants or users of the premises where Works are in progress or about to be carried out, or otherwise affected by the performance of the Works, all restrictions guidance or other precautions which are desirable or necessary for the safety of all persons occupying or using the premises affected by the Works. Provide all barriers and warning notices required for that purpose and make effective arrangements for the occupant or person responsible for premises or representing the occupier of premises to consult and communicate with the Contractor, throughout the duration of the Works, on the effects and nature of such precautions.

A34/145 HSE APPROVED CODES OF PRACTICE

- Comply with the following:
 - Management of health and safety at work.
 - Managing construction for health and safety.

A34/147 COUNCIL SAFETY POLICIES

- Compliance: Without prejudice to the Contractor's general obligations to ensure compliance with all statutory requirements relating to health and safety, observe and comply in particular with:
 - Any specific condition, warning or direction given by the Employer on any matter relating to health and safety.
 - The relevant provisions of any Council Safety Policy applicable to operations of the type in question when undertaken by Council

employees, being a safety Policy of which a copy has been given to the Contractor at or before the start of the Works.

- Any method statement agreed with the Contractor before the commencement of the works identifying the safety precautions to be taken.

A34/149 CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH

- Legislation: The Control of Substances Hazardous to Health Regulations (COSHH) requires all employers to assess, monitor and control the use of hazardous substances.
- Submissions: In respect of work on the Employer’s premises, the Employer may request to see copies of written assessments made under these regulations.

A34/150 SECURITY

- Protection: Safeguard the Site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: The Contractor will take reasonable and appropriate security measures to safeguard the Site, any products, materials, equipment and any existing buildings from damage or theft at any time of the day; and prevent unauthorised access to the site, the Works or adjoining property via the site.

A34/160A STABILITY

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

A34/170A OCCUPIED PREMISES

- Extent: Existing buildings will be occupied and/or used during the performance of the Works and during the Rectification Period as follows: continuous access by tenants
- 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 authorised in advance.

A34/185 CSCS – CARD/ACCESS TO SITE

The Employer representatives may be required to visit the site and representatives from the Employers insurers will need to visit the site to undertake testing to lift installations or other maintenance functions. The Employers representatives and insurers’ representatives may not hold CSCS. Allow for escorting these representatives on site and allow for the necessary attendance on those undertaking lift testing on behalf of the Employers insurers and other maintenance functions. The Contractor is to

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allow for a reasonable number of site visits by the Employers Representative.

A34/190 OCCUPIER'S RULES AND REGULATIONS

- Compliance: Conform to the occupier's rules and regulations affecting the site.

A34/195 DISCLOSURE AND BARRING SERVICES (DBS) DISCLOSURES

- Requirement: The Contract will require Contractor's personnel and subcontractors to work in proximity to children and vulnerable adults. Ensure that key personnel have all been the subject of disclosure checks in accordance with the Authority's guidelines (namely a standard level Disclosure and Barring Services (DBS) check) and specific requirements set out in the relevant pre-construction information (CDM Regulations 2015).

A34/200 MOBILE TELEPHONES

Use: Mobile telephones, iPods, MP3 players or any audio device are not to be used by operatives on the site at any time. Operatives are not to take mobile telephones, iPods, MP3 players or any audio device on to the site. Mobile telephones, iPods, MP3 players or any audio device are only to be used in canteen or rest room areas.

A34/210 EMPLOYER'S REPRESENTATIVE'S SITE VISITS

- Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- Protective clothing and/or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

A34/220 WORKING PRECAUTIONS/RESTRICTIONS

- Hazardous areas: Operatives must take precautions as follows:
 - Work area: See preconstruction information

A34/250 HEALTH & SAFETY INCIDENT

- If , in the opinion of the Contract Administrator that the Contractor is responsible for a breach Health & Safety provisions set out in the Contract which requires additional investigation and reporting by the Contract Administrator or Principal Designer or any other Consultants appointed in relation to the incident. The actual cost of these additional investigations and reporting relating to the incident shall be deducted from the Contract surplus 7.5% on cost.

PROTECT AGAINST THE FOLLOWING

A34/310 EXPLOSIVES

- Use: Not permitted.

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A34/320 NOISE CONSENT BY LOCAL AUTHORITY

- Consent: Granted by the Local Authority under Part III of the Control of Pollution Act relating to the Works providing the following conditions are met:
 - _____.

A34/330 NOISE CONTROL

- Standard: Comply generally with the recommendations of BS 5228-1, clause 9.3 to minimise noise levels during the execution of the Works.
- Noise levels from the Works: Maximum level: 90 dB(A) when measured from 25m
- 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 9am to 5:30pm
 - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

A34/340 POLLUTION

- Prevention: Protect the Site, the Works and the general environment including streams and waterways against pollution.
- Contamination: If pollution occurs inform immediately, including to the appropriate authorities, and provide relevant information.

A34/345 POLLUTION INFORMATION NOTE

- Requirement: Comply with the Employer's Pollution and Safety Services Information Note for Contractors (Noise and Atmospheric Pollution on Construction and Demolition Sites).
- The information note is appended.

A34/350 PESTICIDES [ALTERNATIVE 2 OF 2]

- Use: Only where specified or approved, and then only suitable products listed on www.pesticides.gov.uk.
- Restrictions: Work near water, drainage ditches or land drains must comply with the 'Guidelines for the use of herbicides on weeds in or near watercourses and lakes.'
- Containers: Comply with manufacturer's disposal recommendations. Remove from site immediately empty or no longer required.
- Competence: Operatives must hold a BASIS Certificate of Competence, or work under supervision of a Certificate holder.

A34/360 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.

A34/370 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.

A34/372 WORKING WITH ASBESTOS

- Requirements: Where a Contractor suspects that an asbestos containing material which has not previously been identified by the Employer is present and/or is likely to be disturbed by the performance of the Works, stop the related work immediately and secure the work area to prevent other persons gaining entry. Inform the Employer without delay.
- Identification: In accordance with the Employer's guidelines and specific requirements no work is to be carried out on any asbestos containing material unless the type of asbestos has been identified by analysis.
- Removal: In the case of Asbestos, the Contractor shall only be required to undertake removal of asbestos cement sheeting. All other asbestos containing materials shall be removed by specialist firms.
- Toilet cisterns: Some older toilet cisterns can contain moderate amounts of asbestos. Water storage cisterns should only be removed by Contractors who are licensed to remove asbestos materials, following a suitable plan of works.

A34/375 ANTIQUITIES

- Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the works.
- Preservation: Keep objects in the exact position and condition in which they were found.

A34/380 FIRE PREVENTION

- Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
- Standard: Comply with the Joint Code of Practice 'Fire Prevention or Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').

A34/390 SMOKING ON SITE

- Smoking on site: Not permitted.

A34/400 BURNING ON SITE

- Burning on site: Not permitted.

A34/410 MOISTURE

- Wetness or dampness: Prevent, where this may cause damage to the Works.
- Drying out: Control humidity and the application of heat to prevent:

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

A34/420 INFECTED TIMBER/CONTAMINATED MATERIALS

- Removal: Where instructed to remove timber affected by fungal/insect attack from the building, minimise the risk of infecting other parts of the building.
- Testing: Carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro-organism are within acceptable levels.

A34/430 WASTE

- Includes: Rubbish, debris, spoil, containers and surplus material.
- Minimise: Keep the site and Works clean and tidy.
- 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.
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- Waste transfer documentation: Retain on site.

A34/440 ELECTROMAGNETIC INTERFERENCE

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

A34/450 LASER EQUIPMENT

- Construction laser equipment: Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.
- Class 1 or Class 2 laser equipment: Ensure laser beam is not set at eye level and is terminated at the end of its useful path.
- Class 3A and Class 3B laser equipment: Do not use without approval and subject to submission of a method statement on its safe use.

A34/470 INVASIVE SPECIES

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

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PROTECT THE FOLLOWING

A34/510 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 mains/ 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/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 undertaker's recommendations.

A34/520A 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.
- Further requirements:
 - The kerbs and carriageways shall be kept clear of all plant and materials.
 - All material droppings, debris, etc. on the carriageway shall be swept up daily, and concrete or cement droppings shall be removed before setting.
 - Concrete or mortar shall not be mixed on the carriageway, and mortar or silt shall not be discharged into channels or drain connections.
 - Channels and gullies shall be kept clear of debris.
 - Timber track shall be provided to protect kerbs at all crossings.
 - Excavations adjacent to the carriageway shall be filled as rapidly as possible to minimise settlement of road or kerb.

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A34/530 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.

A34/540 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.

A34/550 RETAINED TREES

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

A34/555 WILDLIFE SPECIES AND HABITATS

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

A34/560 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.

A34/570 EXISTING WORK

- Protection: Prevent damage to existing property undergoing alteration or extension.
- Removal: Minimum amount necessary.
- Replacement work: To match existing.

A34/580 BUILDING INTERIORS

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

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A34/600 EXISTING FURNITURE, FITTINGS AND EQUIPMENT

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

A34/620 ADJOINING PROPERTY

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

A34/625 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.

A34/630 EXISTING STRUCTURES

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

A34/640 MATERIALS FOR RECYCLING/REUSE

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

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A34A NOT USED

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A34B CONTRACTORS CODE OF CONDUCT - HOUSING

A34B/10 STANDARDS OF CONDUCT

- Southampton Housing Service is strongly committed to providing its residents with service of the highest quality. To enable us to achieve this objective, it is important to ensure that contractors are aware of the standards of conduct we wish to uphold.
- Contractors shall ensure their operatives including without limitation sub-contractors support and implement these objectives.

A34B/20 IDENTIFICATION

- The Contractor shall ensure that its personnel to carry identification cards and always show them to residents before gaining access to their homes.
- The Contractor shall ensure that its personnel shall introduce themselves by name and organisation and say clearly why they have called.

A34B/30 DRESS

- Contractors should remember that when they carry out work in the Employer's properties, they are in effect the Employer's representative and therefore, the Contractor shall ensure that its personnel have a clean, smart appearance.

A34B/40 NOTICE OF WORK

- The Contractor shall arrange with residents for access as the work proceeds. If work is of a major nature where it will be necessary to move furniture and effects to carry out the Works, it is essential that the Contractor gives a minimum of 24 hours notice to residents prior to start of work. These arrangements may be made verbally or in writing.
- The Contractor must also bear in mind that there will also be occasions when residents will require assistance with moving furniture and carpets etc. prior to commencement of works and he should allow for this in computing his tender.

A34B/50 BROKEN ARRANGEMENTS

- Having made access arrangements, the Contractor is required to make every effort to ensure that these are kept. Many complaints are generated by broken arrangements, particularly if residents have special time off work. If a broken arrangement is unavoidable the Contractor is required to make sure that early contact is made to:-
 - apologise to resident
 - explain reason for failing to undertake the work
 - make new arrangement

A34B/60 PROTECTION OF FURNITURE ETC

- Residents' furniture and carpets must be completely covered by clean dust sheets at the start of works each day whether or not works are being carried out in that particular room. Fresh, clean dust sheets are to be used at the commencement of works in each individual property.

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- If breakable or valuable objects are present in the room it would be advisable to request the resident to move such items to a place of safety.

A34B/70 DAMAGE AND INJURY

- Great care is to be exercised to avoid injury to persons and/or damage to furnishings and effects and the Contractor will be held responsible for any injury and/or damage caused by his employees or subcontractors, and shall reimburse the tenants for any such damage caused.

A34B/80 USE OF POWER TOOLS

- During the course of the Works, operatives are expected to use their own tools and equipment. If power is required a generator should be used or an agreement reached with the resident as to repayment for electricity used prior to start of the works.
- On no account should resident's electric supply be used without their specific consent and suitable method of payment agreed.

A34B/90 USE OF TELEPHONES

- Use of residents' telephones must be avoided.

A34B/100 BEHAVIOUR

- The Contractor is reminded that residents are actually paying for the works through their rent. They are entitled to the same consideration and respect as any private customer.

A34B/110 CONDUCT

- The Contractor shall ensure that its Employees and Sub-Contractors avoid the following:
 - Rudeness
 - Excessive noise including without limitation the use of radios
 - Arguments
 - Over-familiarity
 - Parking of vehicles in the wrong place ie. on grassed or parked areas
 - Smoking in the home

A34B/120 HOME STANDARDS

- For a variety of reasons people's homes vary in standards. It is, however, essential that and the Contract shall ensure that the quality of work carried out remains high, regardless of how the home standards are perceived by the Contractor, his workforce or subcontractors.

A34B/130 USE OF PROPERTY

- Unless the resident gives instructions to the contrary, permission should be sought before the Contractor starts work on the property at any time. This includes external work.

A34B/140 SAFETY

- The Contractor shall ensure that doors and windows are not be left open unnecessarily and shall only leave them when residents have been advised.

A34B/150 ETHNIC MINORITY GROUPS:

- In some cultures it is not the practice for women to be in an "unchaperoned" situation with men who are not members of their immediate family. Contractors should therefore be sensitive to this and where possible shall make alternative arrangements that respect this point of view.
- For some residents, English is not a first language. If an interpreter is necessary for the work to be carried out properly, the Contractor will be expected to notify the Contract Administrator of this requirement. The Contract Administrator will provide the necessary interpretation as appropriate.

A34B/160 UNCOMPLETED WORK

- At the end of the work for the day, the Contractor is required to ensure that the property is safe and left habitable overnight and at weekends. This means that essential services are safe and usable, and every effort must be made so that outstanding work causes the minimum inconvenience to residents. The property is to be left in a clean condition each night and all rubbish removed.

A34B/170 SECURITY

- The Contractor shall ensure that all flats where work is being carried out are left secure if unattended during working hours and at the end of each working day.
- A named Foreman/Site Agent is to be responsible for liaising with tenants regarding access and holding of keys if required.

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A34C NOT USED

A34D NOT USED

A34E NOT USED

A34F NOT USED

A34G NOT USED

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A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING

A35/110 SCOPE

- General: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.

A35/120 DESIGN CONSTRAINTS

- Details: Refer to specification and drawings.

A35/130 METHOD/SEQUENCE OF WORK

- Specific limitations: Include the following in the programme:
 - The first lift to be worked on must be completed and available to the tenants and visitors before the second lift is taken out of commission.

A35/140 SCAFFOLDING

- Standing scaffolding: Make available to subcontractors at all times.

A35/160 USE OR DISPOSAL OF MATERIALS

- Specific limitations: Materials must not be left where they can cause problems or endanger the tenants/visitors

A35/170A WORKING HOURS

- As stated in the tender documents.
- Specific limitations: Monday to Friday 8am to 6pm; weekends & Bank Holiday no working.

A35/180 COMPLETION IN SECTIONS OR IN PARTS

- General: Where the Employer is to take possession of any section or part of the Works and such section or part will, after its possession, depend for its adequate functioning on work located elsewhere on the site: Complete such other work in time to permit such possession to take place.
- Remainder of the Works: During execution, ensure that completed sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

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A36 FACILITIES/TEMPORARY WORK/SERVICES

GENERALLY

A36/110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

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

ACCOMMODATION

210 ROOM FOR MEETINGS

- Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices.
- Furniture and equipment: Provide table and chairs for 8 people.

A36/230 TEMPORARY ACCOMMODATION [ALTERNATIVE 2 OF 2]

- Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to the Commencement Date.
- Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.
Details of sanitary accommodation to be provided for the duration of the Contract.

TEMPORARY WORKS

A36/320 TEMPORARY WORKS

- Employer's Specific Requirements: TBC.

A36/330 TEMPORARY FENCING TO EXISTING TREES/VEGETATION

- Temporary protection: Provide before starting work in locations shown on drawing TBC
- Protective barriers and any other relevant physical protection measures: To BS 5837.
- Design details of the proposed physical means of protection: TBC
- Areas of structural landscaping to be protected from construction operations: Any areas utilised
- Integrity of protection: Maintain for the duration of the Works. Remove on completion of the works and make good disturbed area.

A36/340 NAME BOARDS/ADVERTISEMENTS

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

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SERVICES AND FACILITIES

A36/410 LIGHTING

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

A36/420 LIGHTING AND POWER

- Supply: Electricity from the Employer's distribution board may be used for the Works as follows:
 - Metering: Contractor to Sub-meter and pay for electricity use.
 - Point of supply: Contractor to determine.
 - Available capacity: Contractor to determine.
 - Frequency: Contractor to determine.
 - Phase: Contractor to determine.
 - Current: Alternating
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.
- No trailing leads are permitted within any of the landing, stairs or communal areas

A36/430 WATER

- Supply: The Employer's mains may be used for the Works as follows:
 - Metering: Contractor to Sub-meter and pay for water use.
 - Source: Contractor to determine.
 - Location of supply point: Contractor to determine.
 - Conditions/Restrictions: Contractor to determine.
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.
- No trailing hoses are permitted within any of the landing, stairs or communal areas

A36/440 MOBILE TELEPHONES

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

A36/470 EMAIL FACILITY

- General: As soon as practicable after the Date of Possession provide a suitable email facility on site, with a separate dedicated telephone line, for the use of the Contractor, subcontractors and those acting on behalf of the Employer.
- Use on behalf of Employer: Allow for the cost of a reasonable number of transmissions made by those acting on behalf of the Employer.

A36/520 USE OF PERMANENT HEATING SYSTEM

- Permanent heating installation: May be used for drying out the Works and controlling temperature and humidity levels.
- Installation: If used:

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- Take responsibility for operation, maintenance and remedial work.
- Arrange supervision by and indemnification of the appropriate Subcontractors.
- Pay costs arising.

A36/540 METER READINGS

- Charges for service supplies: Where to be apportioned ensure that:
 - Meter readings are taken by relevant authority at possession and/or completion as appropriate.
 - Copies of readings are supplied to interested parties.

A36/550 THERMOMETERS

- General: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

A36/560 SURVEYING EQUIPMENT

- General: Provide on site and maintain in accurate condition.

A36/570 PERSONAL PROTECTIVE EQUIPMENT

- General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:
 - Safety helmets to BS EN 397, neither damaged nor time expired.
Number required: 2
 - High visibility waistcoats to BS EN 471 Class 2. Number required: 2
 - Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 2
 - Disposable respirators to BS EN 149, FFP1S.
 - Eye protection to BS EN 166.
 - Ear protection – muffs to BS EN 352-1, plugs to BS EN 352-2.
 - Hand protection – to BS EN 388, 407, 420 or 511 as appropriate.

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A37 OPERATION/MAINTENANCE OF THE FINISHED BUILDING

GENERALLY

A37/110 THE BUILDING MANUAL

- Purpose: The Building Manual (incorporating the Health & Safety File) is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the building and its systems to enable efficient and safe operation and maintenance.
- Compilation: Prepare all relevant to be added to the manual information. Obtain or prepare all other information to be included in the Manual.
- Scope:
 - Part 1: General: Content as clause 130.
 - Part 2: Building Fabric: Content as clause 140.
 - Part 3: Building Services: Content as clause 150.
 - Part 4: The Health & Safety File (prepared and supplied by the CDM Coordinator): Content as clause 150.
 - Part 5: Building User Guide: [Content as clause 151]
- Responsibility: The information for the Building Manual is to be produced by Main Contractor and must be complete no later than 2
- Presentation of information for manual: As clause 160.
- Reviewing the Manual:
 - Review process: Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorised.
 - Latest date for submission: 2 weeks before the date for submission of final copies.
- Final copies of the information for the manual:
 - Number of copies: 2
 - Latest date for submission: 2 weeks before the date for completion stated in the contract.
- As-built drawings:
 - Number of copies: 2
 - Medium: Electronic format [see A37:160A]

A37/130 CONTENT OF THE BUILDING MANUAL PART 1: GENERAL

- Content: Obtain and provide relevant information to the project to add which are not included in other parts of the manual.
- Index: List the constituent parts of the manual, together with the location in the documents.
- The property
 - A description of the buildings.
 - Details of ownership and tenancy, where relevant.
- The parties: Names, addresses (including emails), telephone and fax numbers of the following:
 - Consultants and designers, including name and number of individuals to be contacted in case of emergency.
 - Authorities and statutory undertakers plus copies of consents and approvals.

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- Contractors, subcontractors, suppliers and manufacturers.
- Maintenance contractors.
- Overall design criteria.
- Environmental performance requirements.
- Relevant authorities, consents and approvals.
- Third party certification, such as those made by competent persons in accordance with Building Regulations.
- Operational requirements and constraints of a general nature: Include details not relevant to other parts of the Building Manual.
- The fire safety strategy for the buildings and site: Include drawings showing fire appliance routes, emergency escape routes, fire resisting doors, location of emergency and firefighting systems, services shut-off valves, switches, etc.
- Description and location of other key documents.
- Timescales for completion: 2 weeks prior to Practical Completion.

A37/140 CONTENT OF THE BUILDING MANUAL PART 2: BUILDING FABRIC

- Design criteria: Floor and roof loadings, loading restrictions, insulation values, fire ratings and other performance requirements.
- Construction of the building:
 - A detailed description of methods and materials used.
 - As-built drawings recording details of construction, together with an index.
 - Information about repair, renovation or demolition.
- Maintenance of the building fabric: Instructions for general maintenance, detailing work to be done, acceptable tolerances and frequency of operation.
- Inspection reports.
- Product details: Copies of manufacturers' current literature including COSHH dated data sheets and recommendations for cleaning, repair and maintenance.
- Periodic building maintenance chart.
- Environmental and trafficking conditions: Details of those that may result in damage/disfigurement.
- Fixtures and fittings: Schedules including manufacturer and product reference.
- Guarantees, warranties and maintenance agreements: obtain from suppliers, subcontractors and manufacturers.
- Test certificates and reports required in the specification and by the Building Regulations including:
 - Energy rating.
 - Air permeability.
 - Resistance to passage of sound.
 - Continuity of insulation.
 - Electricity and gas safety.

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A37/150 CONTENT OF THE BUILDING MANUAL PART 3: BUILDING SERVICES

- Description of the systems:
 - Ensure that the Employer's staff fully understands the scope and facilities provided.
 - List maximum loads, services capacity and restrictions.
 - Include limitations of any user performance.
 - Services instructions and manufacturer's instructions.
 - Servicing log sheets.
 - Description of fixtures, fittings and components schedule index.
- Operation:
 - A description of the mode of operation of all systems.
 - Starting up, operating and shutting down instructions for all equipment and systems.
 - Control sequences for all systems.
 - Procedures for seasonal changeovers.
 - Procedures for fault finding.
- Diagrammatic drawings: For each system indicating principal items of plant, equipment, valves, etc.
- Record drawings: Photo-reduced and with an index. Size: TBA.
- Identification of services: A legend for colour-coded services.
- Schedules (system by system) of plant, equipment, valves, etc: Include locations, duties, performance figures and unique numbers cross-referenced to the record drawings, diagrammatic drawings and schedules.
- Product details:
 - Name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
 - Manufacturers' technical literature for plant and equipment. Include detailed drawings, electrical circuit details and operating and maintenance instructions.
 - Instructions for dismantling and removing equipment and systems.
- Test Certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests): For the plant, equipment, valves, etc. used in the installations.
- Guarantees, warranties and maintenance agreements: Obtain from subcontractors and manufacturers.
- Equipment settings: Schedules of fixed and variable equipment settings established during commissioning.
- Preventative maintenance: Recommendations for frequency and procedures to be adopted to ensure the most efficient operation of the systems.
- Lubrication: Schedules for all lubricated items.
- Consumables: A list of normal consumable items.
- Spares: A list of recommended spares to be kept in stock by the Employer, being those items subject to wear or deterioration and which may involve the Employer in extended deliveries when replacements are required at some future date.

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- Emergencies: Procedures, including telephone numbers for emergency services.

CONTENT OF THE BUILDING MANUAL PART 4:

A37/120A THE HEALTH AND SAFETY FILE

- Purpose: To provide information about the structure or materials used, which might affect the health or safety of anyone if construction works (including cleaning, maintenance, alterations, refurbishment and demolition) is carried out.
- Contractor designed and performance specified work: Obtain or prepare the following and submit to the Principal Designer:
 - Details of key structural principles, including safe working floor and roof loads.
 - Details of construction methods and materials, including COSHH dated data sheets, which may present residual hazards.
 - General maintenance instructions including access provision and information about equipment provided for cleaning and maintaining the building fabric.
 - As-built drawings.
- Other information: Obtain or prepare the following and submit to the Principle Designer:
 - The nature, location and markings of utilities and services, including emergency and firefighting.
 - Instructions for operation, maintenance, dismantling and removal of equipment and systems.
 - Details of hazards associated with the materials used in the construction.
 - Access requirements/restrictions.
- Copies of the File: Submit 2 copies.
- Latest date for submission: 2 weeks before the date for completion stated in the contract.

A37/151 CONTENT OF THE BUILDING MANUAL PART 5: THE BUILDING USER GUIDE

- Content: Obtain and provide the following:
 - Building services information.
 - Emergency information.
 - Energy & environmental strategy.
 - Water use.
 - Transport facilities.
 - Materials & waste policy.
 - Re-fit/re-arrangement considerations.
 - Reporting provision
 - Training.
 - Links and references.
 - Timescale for completion: 2 weeks before Practical Completion.

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A37/160 PRESENTATION OF BUILDING MANUAL – HARD COPIES

- 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.
- Number of sets: 2.

A37/160A PRESENTATION OF BUILDING MANUAL – CD ROM

- Format: On CD Rom in Adobe Acrobat software (latest edition) pdf file format. The information contained on the CD Rom is required to be sub-divided as required by Clauses A37/110-150 and must be indexed on 'start up' to allow easy access of the data contained.
- Reader software: Adobe Reader software (latest edition) will be required to be included on the CD to allow information to be easily accessed at any PC.
- As-built drawings: The main sets may form annexes to the Manual.
- Number of sets: 2.

A37/210 INFORMATION FOR COMMISSIONING OF SERVICES

- General: Submit relevant drawings and preliminary performance data to enable Employer's staff to familiarise themselves with the installation.
- Time of submission: At commencement of commissioning.

A37/220 TRAINING

- Objective: Before Completion, explain and demonstrate to the Employer's maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual.
- Operating time: Include a minimum of 2 days.

A37/230 SPARE PARTS

- General: Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock by the Employer for maintenance of the services installations.
- Content: Include in the priced schedule for:
 - Manufacturers' current prices, including packaging and delivery to site.
 - Checking receipts, marking and numbering in accordance with the schedule of spare parts.
 - Referencing to the plant and equipment list in Part 3 of the Building Manual.
 - Painting, greasing, etc. and packing to prevent deterioration during storage.
- Latest date for submission: Date for Practical Completion

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A37/250 TOOLS

- General: Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing.
- Quantity: Two complete sets.
- Time of submission: At Completion.

A37/257 FAILURE TO PERFORM

- If, in the opinion of the Contract Administrator, the Contractor fails to carry out the obligations detailed within this section (A37) in respect of the preparation and submission of the Health and Safety File, then the Contract Administrator will instruct others to complete the file and the costs, subject to the minimum as detailed below, will be deducted from the Contract Sum.
- Minimum deduction from Contract Sum for non-performance of obligations by Principal Contractor: £2,500.00.
- Deduction from Contract Sum for non-performance of obligations by Principal Contractor: Actual costs incurred by the Employer plus 7.5%.

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A37A HEALTH & SAFETY FILE – HOUSING WORKS

A37A/10A HEALTH & SAFETY FILE

- Health & Safety File: This is an information source and guide for the Employer and end users providing an understanding of the building and its systems and enabling it to be operated and maintained safely.
- Submit: To the CDM Coordinator, 2 copies not less than 2 weeks before Completion.
- Content: As clause 20 below.

A37A/20A CONTENT OF THE HEALTH & SAFETY FILE

- The Health & Safety File shall include the following information:
 - Explanatory letter to client detailing what the file is and the importance of keeping file available for future reference.
 - Pre-construction Information (CDM Regulations 2015).
 - Construction Phase Plan (CDM Regulations 2015).
 - General details of construction methods and materials to be used including suppliers details and product datasheets.
 - Details of construction methods and materials which may present significant residual hazards with respect to cleaning, maintenance or demolition for all Contractor designed and performance specified work.
 - Details of plant, equipment to be used.
 - A full description of each of the building services systems installed, written to ensure that the Employer’s staff fully understand the scope and facilities provided.
 - Copies of manufacturers’ current technical literature and COSHH dated data sheets for all materials, plant and equipment selected by the Contractor.
 - Any record or as-built drawings including as-built drawings recording details of construction for all Contractor-designed and performance specified work.
 - General maintenance instructions for all items of Contractor designed or performance specified work.
 - Ongoing maintenance procedures including means of access.
 - Operating manuals (as necessary).
 - Details and location of utilities, including emergency and fire-fighting systems.
 - Any servicing requirements e.g. plant, detail as to component parts, where spares are obtained and servicing dates.
 - Operating and maintenance instructions for all equipment and systems installed.
 - Any guarantees, warranties, maintenance agreements.
 - Copies of test certificates.
 - Parties to the Development/Contract.
 - Historical site data.
 - Site survey information pre-construction.
 - Site investigations and reports.
 - Photographic records.
 - Design and construction process.

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- Schedules of subcontractors.
- Tenants guide/operating manuals e.g. boiler user's guide.

A37A/30 PRESENTATION OF HEALTH & SAFETY FILE

- The Health & Safety File is to be presented in the form of a CD Rom.
- The CD Rom must contain all the information required under Clauses A37A/10 and 20.
- All information will be required to be stored in pdf file format so as to be able to read in Adobe Acrobat software (latest edition). A copy of Adobe Reader (latest edition) will be required to be included on the CD to allow information to be easily accessed at any PC.
- The information contained on the CD Rom will be required to be subdivided as required by Preliminary Clauses A37A/10 and 20 and must be indexed on 'start up' to allow easy access of the data contained.

A37A/40 FAILURE TO PERFORM

- If, in the opinion of the Contract Administrator, the Contractor fails to carry out the obligations detailed within this section (A37A) in respect of the preparation and submission of the Health and Safety file then the Contract Administrator will instruct others to complete the file and the costs, subject to the minimum as detailed below, will be deducted from the Contract Sum.
- Minimum deduction from Contract Sum for non-performance of obligations by Principal Contractor: £2,500.00.
- Deduction from Contract Sum for non-performance of obligations by Principal Contractor: Actual costs incurred by the Employer plus 7.5%.

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A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 MANAGEMENT AND STAFF

- Cost significant items: Please provide detailed breakdown in the form prescribed as the Contract Sum Analysis

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A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

110 SITE ACCOMMODATION

- Details: Site accommodation required or made/not made available by the Employer: See section A36.
- Cost significant items: Please provide detailed breakdown in the form prescribed as the Contract Sum Analysis

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A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

A42/110 SERVICES AND FACILITIES

- Details: Services or facilities required or made/ not made available by the Employer: See section A36.
- Cost significant items: Please provide detailed breakdown in the form prescribed as the Contract Sum Analysis

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A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

110 MECHANICAL PLANT

- Cost significant items: Please provide detailed breakdown in the form prescribed as the Contract Sum Analysis

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A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

110 TEMPORARY WORKS

- Details: Temporary works required or made/ not made available by the Employer: See section A36.
- Cost significant items: Please provide detailed breakdown in the form prescribed as the Contract Sum Analysis

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A50 WORK/PRODUCTS BY/ON BEHALF OF THE EMPLOYER

110 WORK BY/ON BEHALF OF EMPLOYER
None anticipated

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A53 WORK BY STATUTORY AUTHORITIES/UNDERTAKERS

110 WORK BY LOCAL AUTHORITY

- None anticipated

120 WORK BY STATUTORY UNDERTAKERS

- None anticipated

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A55 DAYWORKS

A55/150 REQUIREMENTS

- Notice: Give reasonable notice of the commencement of any work ordered to be executed by daywork or which the Contractor considers should be paid for on a daywork basis.
- Submit:
 - daily a list of men working on daywork showing the number of hours worked by each man and describing the work involved.
 - daily a list of men working on daywork showing the number of hours worked by each man and describing the work involved.
 - the original and one copy of proper daywork sheets signed by the contractor's Person-in-charge of the Site describing the work involved and giving the workmen's names, trades and time daily and the materials and plant employed. Deliver, for verification, at or before the end of the week following that in which the work has been executed. Both copies, if found correct, will be signed by the Contract Administrator or his representative and one copy returned to the Contractor, but such signature will only imply agreement as a record to the hours worked and materials used and will not in itself authorise payment for the work on a daywork basis.
 - priced copies of all daywork sheets when requested by the Contract Administrator or Quantity Surveyor.

A55/160 DEFINITIONS

- Definitions: The definitions of Labour, materials and goods, plant, incidental costs, overheads and profit shall be as set out in sections (3), (4), (5) and (6) respectively of the latest edition of the "Definition of Prime Cost of Daywork Carried Out Under a Building Contract", published by the Royal Institution of Chartered Surveyors, 12 Great George Street, Parliament Square, Westminster, London, SW1.

A55/170 PLANT AND EQUIPMENT

- Rates: The individual rates for plant and equipment shall be as set out in the "Schedule of Basic Plant Charges" published by the Royal Institution of Chartered Surveyors (May 2001 edition).

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A56 ADVANCE PROCUREMENT

NOT USED

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To Summary

**Preliminaries
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SUMMARY

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TO GENERAL SUMMARY

APPENDIX A
SCAFFOLDING WORKS

For Scaffolding Erected On Behalf Of the Employer

SUMMARY

1. Scaffolding is normally erected prior to building work to provide a safe place of work but its erection and use presents hazards to employees and the public alike. This Safe Working Procedure gives advice on the measures to control the hazards associated with scaffolds.
2. The procedure sets out the standards for construction so as to ensure the scaffold structure is stable, capable of withstanding foreseeable loadings and provides employees with a safe secure working platform.
3. Some basic rules for the safety of those erecting and dismantling scaffolds are set out later in this appendix.
4. The procedure also sets out advice relating to lifting equipment associated with scaffolds.
5. Statutory requirements as to testing, inspection, thorough examination and keeping of records are set out.
6. Emphasis is placed upon the need to protect third parties such as the public and tenants from the risk of being struck by falling materials. The measures necessary to minimise the risk of unauthorised persons gaining access to scaffolds are set out.

INTRODUCTION

7. Many scaffolds are erected on behalf of the Employer each year. Some are erected at the direct request of the Employer for its employees, or its contractors to work upon, whilst others are erected at the request of contractors working on behalf of the authority.
8. Scaffolds erected on behalf of the Employer are often erected on occupied buildings. They are normally erected to provide a safe working platform to carry out construction activities. However, the scaffold, and the activities taking place on it, present risks to employees and members of the public alike.
9. Many accidents occur nationally each year to persons erecting or working on scaffolds. Much damage is done, and lives are lost, when scaffolds collapse because they are overloaded or inadequately tied to the structure.
10. This Safe Working Procedure sets out the Employer's policy for controlling risks associated with scaffolds. Direct employees and contractors working for the Employer must be required to comply with the safeguards specified.

SCAFFOLD CONSTRUCTION

11. The Construction, Design and Management Regulations 2015 are the principal regulations that apply to the safe construction of a scaffold. Regulation 28 Stability of structures basically requires a safe, secure working platform supported on a suitable stable structure of sufficient strength and rigidity for the purpose for which it is being used, and a safe means of access to and egress from the working platform. This means the structure must be erected by competent people to a design which complies with BS EN12811-1: 2004 Temporary Works Equipment – Part 1: Scaffolds – performance requirements and general design, or, if because of the nature of the job, the type of structure falls outside of the design criteria in Section 2 Standard scaffolds page 28 and 29 of BS EN 12811-1:2004, then it must be constructed to a design produced by a competent person, using BS EN12811-1:2004 as a basis. Limited deviations from table 1 can be accepted without a full design drawing providing a competent person can confirm in writing via a method statement etc, the soundness of the scaffold.

GENERAL CONSTRUCTION

12. For any scaffold it must be ensured that:
- it is designed, erected, altered and dismantled by competent people and the work is directed by a competent supervisor;
 - it is based on a firm, level foundation. The ground or foundation should be capable of supporting the weight of the scaffold and any loads likely to be placed on it. Attention must be paid to voids such as basements or drains, or patches of soft ground, which could collapse when loaded. Extra support must be provided as necessary. The Employer has a responsibility to provide information with regard to ground conditions to the Contractor. A survey by a competent person may be necessary if there are any doubts about ground conditions;
 - it is braced and tied into a permanent structure or otherwise stabilised. Rakers only provide stability when they are braced and footed adequately; single-tube rakers alone do not usually provide this and need to be braced to prevent buckling. Ties must be put in place as the scaffold is erected and only removed in stages as it is struck. If a tie is removed to allow work to proceed, an equivalent tie should be provided nearby to maintain stability;
 - when scaffolds are tied to the building via an anchor bolt (Hilti tie), fixings suitable for the structure are used and the Contractor must ensure that a competent person tests the pull-out strength. The certificate must be retained and copies of it passed to the Contract Administrator or other authorised officer as soon as possible;
 - it is capable of supporting loads likely to be placed on it. Scaffolds are not usually designed to support heavy loads on their working platforms. If intending to load out platforms a special design will be required;
 - scaffold boards are properly supported and not overhanging excessively (e.g. no more than four times the thickness of the board);

- ladder beams are used where scaffolds span across conservatories, stores, garages, etc. Scaffold spans must not be stretched to accommodate obstacles (a design supported by calculations must be followed in these circumstances);
- boarding provided as protection from falling materials is not used as a working platform or for the storage of materials;
- there is safe ladder or other access onto the work platforms;
- the scaffold is suitable for the task before it is used and checked whenever it is substantially altered or adversely affected by, e.g. high winds. It must in any event be inspected before first being used and at least every seven days thereafter.

N.B If a system scaffold is used on site as an alternative for the traditional tube & clip scaffold, then a copy of the detailed assembly instructions should be provided to the Contract Administrator, and scaffold inspector, prior to its use. The scaffold must be proved suitable for its application. It must be noted that this type of scaffold is still subject to the legal requirements of the Construction, Design and Management Regulations 2015, including the inspection requirements and the need for it to be erected by competent persons.

WORKING PLATFORMS

13. Working platforms are the parts of structures upon which people stand while working. As well as being adequately supported and provided with guard-rails or barriers, working platforms should be:
 - wide enough to allow people to pass back and forth safely and to use any equipment or material necessary for their work. In any case they must be at least 600mm wide;
 - free of openings and traps through which people's feet could pass, causing them to trip, fall or be injured in any other way;
 - constructed to prevent materials from falling. As well as toe boards or similar protection at the edge of the platform, the platform itself should be constructed to prevent any object which may be used on the platform from falling through gaps or holes, causing injury to people working below. A close-boarded platform will suffice, although for work over public areas, a double-boarded platform sandwiching a polythene sheet may be needed;
 - kept free of tripping and slipping hazards. Where necessary, provide handholds and footholds. Keep platforms clean and tidy. Do not allow mud to build up on platforms.
14. Access points to working platforms must be as small as practicable and positioned away from work areas, preferably a separate access tower should be provided.
15. In order to prevent operatives from catapulting over the handrail if they trip up and slip down the roof, additional extension guard-rails are required on the top lift if this lift is below eaves level, and work takes place at a higher level. These guard-rails must be

at a height of 950mm above the roof edge with an intermediate rail which ensures a maximum opening of 470mm. An example of where this is necessary is when a pitched roof is being retiled and the fascia is being replaced. The extended rail must be returned to the wall.

16. Where sloping roofs are subject to repair/replacement on terraced or semi-detached properties and not all the properties are involved, any open ends shall be protected by extending the scaffold platform 1½ metres beyond the extreme point of the works.

SAFE ERECTION AND DISMANTLING OF SCAFFOLDS

17. Erecting and dismantling scaffolds is a high risk activity, not only to those carrying out the work, but to other workers and the general public. Steps which need to be considered by anyone involved with such work are included later in this Appendix. It is aimed not only at those directly working in the scaffolding industry but also to clients, principal designers and principal contractors.

INSPECTION OF SCAFFOLDS AND REPORTS

18. It is a statutory requirement that scaffolds are inspected by a competent person:
- before being taken into use for the first time;
 - after any substantial addition, dismantling or other alteration;
 - after any event likely to have affected its strength or stability;
 - at regular intervals not exceeding 7 days since the last inspection.

Additionally a check should be carried out before work commences each day to ensure that there has been no tampering.

19. The competent person must complete a report on the inspection before the end of the working period. The report must contain the particulars set out in Schedule 3 of the Construction, Design and Management Regulations 2015. The competent person must also provide a copy of the report to the person for whom it was carried out within 24 hours.
20. The report must be kept at the place of work in respect of which the inspection was carried out except where this is not practicable. The person for whom the report was carried out must retain the report for 3 months from the completion of the project.
21. Scaffolds erected on behalf of the Employer for use by Southampton City Council employees will be inspected and tagged prior to use as detailed in this appendix.

CONSTRUCTION (HEAD PROTECTION) REGULATIONS

22. Anyone working on a scaffold should wear a safety helmet at all times as required by the Construction (Head Protection) Regulations 1989 (as amended). Southampton City Council employees failing to wear head protection may be subject to disciplinary action. In the event of contractors' employees failing to wear head protection, the contractor should be notified without delay.

LIFTING APPLIANCES ASSOCIATED WITH SCAFFOLDS

23. If a lifting appliance is associated with a scaffold it must be correctly installed in line with the manufacturer's instructions, with due consideration to employee and public safety, when in use.
24. The appliance must be adequately tied to the inside and outside standards with load bearing couplers and the scaffold must be adequately tied to the structure.
25. The appliance must be thoroughly examined by a competent person and an overload test must be carried out. A current valid certificate of test and thorough examination and a handover certificate must be provided.
26. The lifting appliance will be inspected by a competent person weekly and in the same circumstances as described for scaffolds.
27. It is essential that a copy of the manufacturer's instructions is on site and the competent person(s) checks the installation against these standards.
28. Safe Working Procedure No 67 – Safe Use of Lifting Equipment gives more details on the safe use of lifting equipment. A copy is available on request.
29. Requirements with regard to suspended scaffolds are set out in Safe Working Procedure No 12. A copy is available on request.
30. Persons on site must receive adequate instructions in the safe use of lifting equipment.
31. It is important to ensure that safety information is passed on to all operatives and sub-contractors, and they are aware of all site rules and that this is documented.

REPORTS ON LIFTING APPLIANCES AND DEFECTS

32. A person making "thorough examinations" for an employer must:
 - notify the Employer immediately of any defects which could become a danger to anybody;
 - as soon as is practicable, make a report of the thorough examination in writing which contains the details set out in the Lifting Operations and Lifting Equipment Regulations 1998 and the Approved Code of Practice and Guidance which go with the regulations;
 - where there is a defect involving an existing or imminent risk of serious personal injury, send a copy of the report as soon as practicable to the Health and Safety Executive.

33. A person making an “inspection” for an employer must:
- notify the employer straight away of any defects which could become a danger to anybody;
 - as soon as practicable make a record of the inspection in writing.
34. Where a defect has been notified following a thorough examination, the equipment must not be used before the defect is rectified unless the competent person has given a timescale in which the defect should be rectified.

PROTECTION OF THIRD PARTIES

35. Not all these provisions will be applicable to every situation. However, as many appropriate precautions as necessary should be deployed, taking account of the nature of the work and the risk to the public.
- spare scaffolding material should be cleared from site as soon as possible;
 - on multi-lift scaffolds, the ladder access must be from the first lift and preferably from the 2nd, especially where there is a high risk of unauthorised persons gaining access;
 - ladders from ground level should be removed at the end of the working day. When this is not possible a scaffold board should be fixed to it, preferably by chain and padlock. Scaffold boards should be chained to remaining ladders;
 - fencing must be provided around scaffolds and must be at least 2.0 metres high, climb resistant (i.e. no vertical spacing to exceed 30mm) HERAS type fencing. The top edge must be smooth with no projecting mesh. The fencing should, where practicable, be 2.0 metres forward of the scaffold (not close to it), for form proximity fencing. The fencing must be securely fixed and all gaps closed. Signs should be affixed to the fence to the effect “Construction Site – Keep Out” or similar. Where there is a high risk of unauthorised access consideration should be given to close fencing the scaffold up to 2nd lift level;
 - all scaffolds within curtilage of front gardens to individual properties, where open plan, require a similar fencing barrier around the scaffold to preclude children trespassing. However, where the individual front garden has its own fence, it is normally deemed unnecessary to erect additional barriers, as the householders are responsible for visitors and expected to discourage trespassers. In these circumstances precautions to prevent falling materials must be effective. The need to erect additional fencing in these circumstances should not be discounted if circumstances suggest it may be necessary;
 - if access is available to, or from, windows, occupants should be advised to keep them closed and preferably locked to preclude thieves. Balconies should be adequately protected to prevent children getting on to the scaffold from the balcony;

- where a scaffold is incomplete, access must be barred and warning signs must be erected indicating it is unsafe to use.

PROTECTION AGAINST FALLING MATERIALS

36. The first consideration is to prevent materials falling in the first place, rather than to make the area they may fall into secure. Although, as set out above, in any event, fencing is nearly always required for security reasons.
37. All boards above the first lift must be adequately secured in some way (e.g. tied down).
38. All spare boards, tubes, clips, etc. should be removed from the scaffold, secured in a container, or removed from site.
39. Secure metal brickguards must be fitted where loose materials/tools/ equipment may fall. Brickguards should be restrained at toe board level.
40. In all cases where, subject to a risk assessment, other measures cannot provide similar safeguards, top lifts/working platforms need to be double boarded incorporating plastic sheeting between the boards to catch debris. The added weight of extra boards needs to be assessed and the scaffold strengthened or down-rated accordingly. The gap between the inner board and the edge of the building needs to be filled, either by the use of cut timber or by the use of rolled up sheeting or another suitable alternative. Where this is impracticable, other measures such as debris netting or proximity fencing should be considered.
41. Where practicable, a securely fenced area must be provided around the scaffold during erection, and striking, incorporating the use of warning notices to both residents and passers-by. Where the site requires fencing in any event, it will always be practicable to provide it before scaffold erection commences. Where this is not practicable, other equally effective measures should be in place.
42. Protective canopies must be provided (double boarded and sheeted) over entrances and other risk areas. They should extend a point of safety. Care must be taken with fan hoardings/scaffolding to ensure that no part of the structure impedes on vehicle access or may be struck by high vehicles. If there is a risk, appropriate vehicle and/or height barriers must be in place. It is essential that safe access is maintained at all times, including access for refuse collectors to collect bulk bins, etc.
43. Protective covers/fans must not be used to store materials, or as a working platform.
44. Ladder access should not be placed over, or adjacent to, walkways or entrances.
45. Where quantities of materials are raised or lowered to or from the scaffold, consideration should be given to the provision of a gin wheel, hoist, or an enclosed chute, discharging directly into a skip or lorry. Again, such equipment should be located away from walkways or entrances. The scaffold must be adequately tied to the building at points where chutes and lifting equipment are fixed.

COMPETENCE

46. The term competence is used throughout this document in respect of scaffolding designers, scaffolding contractors and scaffolders. Competence is the quantum of training, knowledge and experience necessary to undertake a task safely and satisfactorily. It is extremely difficult to be specific about what competence constitutes in any particular set of circumstances. The minimum requirement required for scaffolders is that they hold a Construction Industry Scaffolders Registration Scheme (CISRS) record card for trainee, basic or advanced scaffolders. There should be at least one advanced scaffolder on each job.
47. When deciding whether someone was competent to design a scaffold the complexity of the scaffold must be taken into account. A straightforward design that involves interpreting and extrapolating simple data from BS EN12811-1:2004 could be undertaken by a competent scaffolding contractor as long as this was supported with clear, written evidence. More complex designs will require knowledge of structural engineering, experience of scaffolding and the ability to make structural calculations. This level of competence would probably be found in larger scaffolding contracting organisations and specialist structural engineering consultancies.
48. The competence of scaffolding contractors can be judged against such criteria as:
- the qualifications of their employees;
 - the training they provide;
 - the type and condition of scaffolding equipment that they use;
 - safety standards employed during erection (SG 4:00);
 - compliance with BS EN12811-1:2004;
 - whether they directly employ their scaffolders;
 - etc.
49. The policy of this authority is that scaffolding contractors working for the authority or one of its contractors must be members of the National Access and Scaffolding Confederation or apply similar standards.

SAFE ERECTION AND DISMANTLING OF SCAFFOLD

Erecting and dismantling scaffolds is a high risk activity, not only to those carrying out the work, but to other workers and the general public. The following sets out steps which need to be considered by anyone involved with such work. It is aimed not only at those directly working in the scaffolding industry but also to clients, planning supervisors and principal contractors. Set out below are a number of key issues that will need to be considered to ensure scaffolding operations are undertaken safely.

THE LAW AND PLANNING FOR SAFETY

Health and Safety at Work etc Act 1974
 Construction (Design & Management) Regulations 2015
 Working at Height Regulations 2005
 Management of Health & Safety at Work Regulations 1999

It is not intended to explain the above legislation in detail. However, it is important to remember that a wide range of people, from clients through to the self-employed, have legal responsibilities. In simple terms the law requires that scaffolding operations are properly planned, and then the results of the planning carried forward to ensure the work is carried out safely on site.

SCAFFOLD LICENCES

A licence from the Local Authority is required before a scaffold can be erected on a public highway. An additional licence can be needed if it is planned to install a protective fan. A licence may set down standards on such matters as lighting or highlighting the lower standards of the scaffold with black and yellow sleeves or, for a fan, it may restrict the height at which it is set. For further advice on the system of licensing Local Services Division should be contacted.

PROTECTION OF THE PUBLIC

When scaffolding operations are in progress, the public must be excluded from both the area of work and a sufficient area around it. Steps to ensure this will include:

- obtaining a temporary pavement or street closure whilst operations are carried out;
- undertaking operations in “quiet” hours i.e. early morning, at night or at weekends;
- incorporating fans, crash decks and “tunnels” as early as possible into a scaffold;
- erecting barrier and signs and diverting the public away from operations;
- storing scaffold clips and other loose materials safely on the scaffold;
- not raising or lowering materials over members of the public or other site workers.

Also account must be taken that disabled persons need proper access along pavements covered by scaffolding.

SCAFFOLDERS WORKING AT HEIGHT

Scaffolders must follow safe systems of work to prevent people falling. In particular:

- when lifting or lowering materials, scaffolders must be clipped on or working within a handling platform that is fully boarded, with double guardrails and toeboards;
- a minimum 3 board working platform together with a single guard-rail must be provided as erection or dismantling works progress;
- safety harnesses must be worn at all times by scaffolders. They must be fitted with a 1.75 metres length lanyard and a 55mm opening scaffold hook or similar for one handed operation;
- harnesses should be clipped on to a secure anchorage point where falls of 4 metres or more are possible. A secure anchorage point requires the following minimum conditions;
- the scaffold must be tied in to a sound structure as work progresses;
- attachment can be made to a ledger, transom or guard-rail supported with load bearing couplers or a transom supported by ledgers in a lift above, fixed at both ends by single couplers;
- at least one bay of a scaffold should remain boarded out as work progresses and this should be used for ladder access for the full height of the scaffold;
- safe ladder access for scaffolders should be incorporated as early as possible into the erection process;
- scaffolders should not be clambering up and down scaffolds without proper ladder access and safe working platforms provided on each lift being worked on.

N.B Further guidance can be found in the National Access and Scaffolding Confederation (NASC)/Health & Safety Executive joint guidance SG 4:00 which can be obtained from the NASC.

STABILITY OF SCAFFOLDS

Each year there are a number of scaffold collapses across the country. To make sure scaffolds do not collapse it must be ensured that:

- the anchors specified to tie a scaffold to a structure are suitable for the base material and that they are installed correctly;
- scaffold anchors or ties are installed as erection work progresses. Conversely, they should not be removed too early during dismantling operations;
- more are provided on a sheeted or netted scaffold in line with BS EN12811-1:2004 or design criteria, to ensure the scaffolds stability;

- scaffolds are not overloaded with equipment, especially tube and fittings, during erection or dismantling operations.

TRAINING, SUPERVISION AND MONITORING

Effective training of scaffolders is possibly the most essential factor in preventing accidents on site. In addition, the importance of monitoring the scaffolding contractor must not be forgotten. Clients, principal contractors and others in control should take reasonable steps to ensure that any work being carried out on their site or premises is undertaken safely. Simple steps to take include:

- checking the training levels of scaffolders and who will supervise them on site;
- site monitoring of scaffolders to ensure they follow proper safety standards.

N.B This authority will adopt the standard that no scaffolding company will work directly for it, or one of its contractors, unless they are members of the National Access and Scaffolding Confederation or they can demonstrate that they comply with a similar set of standards.

SCAFFOLD/ASSOCIATED LIFTING EQUIPMENT AND CRADLE INSPECTION PROCEDURE

The following procedure must be followed in all instances where employees are required to work on general access scaffolds, tower scaffolds or suspended cradles:

Consultation will take place at an early preconstruction stage involving the appropriate supervisor, Inspection Officer and the Scaffold Contractor to discuss specific safety requirements of the particular job.

A competent person (Inspection Officer) will inspect the scaffolding and lifting equipment before it is used.

For power operated suspended cradles and other Lifting Equipment, the contractor will supply copies of current Certificates of Test and Thorough Examination. A handover certificate must also be obtained from the contractor on initial erection, and on each subsequent repositioning.

If the scaffolding/lifting equipment is cleared for use, a Scafftag and green insert are secured near to the access point and the site register signed "in good order". If the scaffolding/lifting equipment is not cleared, a Scafftag without the green insert will be fixed to the scaffold and an appropriate entry must be made in the site register.

No one must access a scaffold unless it has a valid Scafftag with green insert fixed to it. No Scafftag or a Scafftag minus the green insert, means DO NOT ACCESS.

Once a scaffold has been erected NO-ONE must interfere with the construction in any way, unless it is absolutely essential. Alterations must be made by competent personnel only. Following alterations the Inspection Officer must be notified in order that the scaffold can be re-inspected before further work is carried out.

NOTE:

UNAUTHORISED INTERFERENCE WITH A SCAFFOLD IS A SERIOUS OFFENCE AND MAY RESULT IN PROSECUTION.

Weekly and other inspections by a competent person will take place in line with the requirements of the Construction, Design & Management Regulations 2015 and The Lifting Operations & Lifting Equipment Regulations 1998 and an entry will be made in the appropriate register.

GUIDANCE ON WHAT CONSTITUTES A DESIGN SCAFFOLD

INTRODUCTION

TG20:08 Technical guidance on the use of BS EN12811-1, distinguish between when a scaffold can be designed and built by competent people, to a set of criteria laid down in the standard, by a people that have no particular structural engineering skills, and when a scaffold needs to be built by competent people, to a design produced by a person who is competent to interpret BS EN 12811-1 in more detail and who understands structural design principles.

It is important for designers, principle designers, principal contractors and scaffolding contractors to have a reasonable understanding of when a scaffold is outside the realms of one which can be built without a design. This guide seeks to give some direction on this.

It is very difficult to give an absolute set of criteria and it is important if there are any doubts to seek advice from a competent person.

This guidance will be based upon an independent tied scaffold as this is the most common scaffold used on behalf of this Employer.

WHAT CONSTITUTES A STANDARD SCAFFOLD

In simple terms a scaffold is a framework which supports a working platform. It is made from standard materials which form two inside and outside frames of horizontal and vertical member which form boxes. The inside and outside frames are tied together with transoms. The scaffold is then braced in two directions to give it rigidity. Finally it must be tied to the structure.

There are many rules of construction set out in the BS EN12811-1 that must be complied with but key factors to the strength and stability of the scaffold are the bay lengths and widths set out in Table 1 Load classes for access and working scaffolds made from tube and fittings and the lift height which generally should not exceed 2.0 metres. Straightforward scaffolds up to 50 metres high, and constructed to the bay lengths and widths in Table 1, with lift heights not exceeding 2.0 metres, are generally speaking non-design scaffolds. The number of lifts with the appropriate loading must not exceed those set out in Appendix A.

To be a non-design scaffold the scaffold must also be adequately tied to the building in line with Appendix A from BS EN12811-1

As can be seen from Appendix A sheeted scaffolds up to 25m high are permissible as non-design scaffolds as long as they are adequately tied. Great caution must be exercised over this and in exposed areas a design should be required.

Hoist towers do not generally have to be designed as long as they are built and tied to the structure in accordance with the criteria set out in BS EN12811-1. It is extremely important that the hoist manufacturer's instructions are obtained and followed. If hoist towers are going to be used as loading bays then a design should be obtained.

When a scaffold moves away from this basic format the need for a design must be considered.

In simple cases generic designs may be adequate.

N.B When a scaffold is designed, it must be accompanied by whatever calculations, method statements and drawings are necessary to make clear how it is to be constructed.

REMOVING OF LEDGER BRACING

All scaffolds should include full retention of ledger bracing as a default condition when first erected. If the ledger bracing is subsequently removed the maximum safe height of a basic scaffold is reduced. Ledger bracing should only be removed if the appropriate table in appendix 'A' of TG20:08 Guide to Good practice for Scaffolding with tubes and Fittings has been used for 'part ledger braced' scaffolds, to determine its maximum safe height.

Further more. Ledger bracing should only be removed at the request of the procurer and then only from a maximum of two working lifts, provided the safe height does not exceed that calculated for the "part ledger braced scaffold". As the scaffold and/or other work progresses up the building, the ledger bracing should be reinstated on the non-working lifts to maintain continuity of triangles, before any further ledger bracing is removed. At no point in this procedure should more than two levels of scaffold be erected without ledger bracing.

THINGS THAT MAY MAKE A SCAFFOLD A DESIGN SCAFFOLD

The number and loading of lifts outside the criteria set out in Table 1.

Exposed locations

Bay lengths outside the criteria set out in Table 1, for example to span outhouses

Linked with the above item, the introduction of beams

Wide scaffolds outside the criteria set out in Table 1

Scaffolds over 50m in height

Difficult terrain – uneven, sloping, soft, cellars, drains and adjacent excavations, etc

Proximity to highways, traffic passing, etc

Loading bays

Mechanical loading

Supporting, propping or dead shore structure

Cantilevers

Heavy duty fans

Sheeting or netting of structures over 25m high and outside the criteria in Table 1

Abnormal building facades, and where adequate fixings cannot be obtained, and possibly buttresses may have to be considered.

The scaffold exerting a load on another structure e.g. a roof, outhouse or canopy, etc

Anything else out of the ordinary

SCAFFOLD DESIGN CHECKLIST

Location:	Job Number:	Date:
-----------	-------------	-------

	Yes	No
More than 2 boarded operational lifts		
Abnormal winter/weather conditions – exposed location		
Over 50 metres in height		
Ground conditions/levels (sloping side, soft ground)		
Local environment (adjacent to a roadway)		
Bridging of outbuildings, conservatories, entrances, etc.		
Out of the ordinary		
Loading bays within structure		
Exerting additional loads onto existing structure, e.g. roof		
Excess loading on lifts		
Supporting, propping or dead shore structure		
Cantilever sections		
Fully netted or sheeted		
Large fan structure		
Condition of the façade not allow ring bolt fixings		
More than 4 + 1 board wide		
Mechanical loading taking place		

If there are any Yes's then a Design Scaffold may be required – Seek Further Advice

IF IN DOUBT ASK!

Action taken

APPENDIX B
POLLUTION CONTROL

POLLUTION INFORMATION NOTE

CONSTRUCTION SITES – NOISE AND ATMOSPHERIC POLLUTION ISSUES

Construction Sites - Legal Requirements

What Does Construction Work Include?

Construction activities can include the construction, alteration, repair and maintenance of buildings or structures and demolition work. Such operations are inherently noisy and often take place in areas which are quiet beforehand, and which will be expected to be quiet again after the work has ceased.

Although construction work is naturally noisy, there is legislation and guidelines surrounding construction work, which should be adhered to.

What Legislation Do I Have To Adhere To?

The City Council has powers under the Environmental Protection Act 1990 and the Control of Pollution Act 1974 to control noise and atmospheric pollution from construction sites.

The Environmental Protection Act 1990 requires the City Council to investigate complaints of statutory nuisance, for example, noise, dust, fumes, odour and smoke from bonfires.

What Is A Statutory Nuisance?

A statutory nuisance can be described as an act that causes unreasonable disturbance to the use and enjoyment of someone's property.

In all cases, the best practicable means of minimising nuisance must be adopted. This means that the design, installation, maintenance and periods of operation of plant and machinery must seek to minimise annoyance to neighbours.

What Are The Penalties for Not Complying With The Law?

In cases where a Council officer witnesses a statutory nuisance, an Abatement Notice will be served on the person or company responsible. The notice will give a timescale, which may be immediate, to abate or minimise the nuisance. Failure to comply with a notice can lead to prosecution and a £20,000 fine.

Noise Pollution Control

The most important thing to remember with regards to noise from construction sites is the accepted hours for noisy works. This means that noisy works should be restricted to the hours specified below:-

Normal hours of noisy work on construction sites are:-

Monday to Friday: 8am – 6pm

Saturday: 9am – 1pm

Sundays & Bank Holidays: No working

These hours may be varied in particularly sensitive sites. If noisy works are witnessed outside these hours, then the City Council can serve an abatement notice to prevent the noise.

Air Pollution Control

Under the Environmental Protection Act 1990 the City Council can impose requirements to prevent or abate nuisance from dust or smoke.

Dust Nuisance

Dust should be controlled at source by a water spray. The sprinkler system should be capable of reaching all dusty parts of the site. To ensure this can be done, an adequate water supply or sufficient storage must be provided with a means of disposal of wastewater.

The perimeter of the site should be screened to a sufficient height to prevent the spread of dust. Where this is not practicable, screening should be provided close to the source of the dust. Lightweight small mesh nylon sheeting is recommended.

Smoke Nuisance from Bonfires

It is not recommended to have bonfires on construction sites. The smoke they produce can cause a statutory nuisance to neighbouring properties.

Dark or Black Smoke

It is an offence to burn material that creates dark or black smoke and could result in a fine of £20,000.

Asbestos

Materials that are suspected to have an asbestos content must be properly identified before removal from site. Prior approval may be required for licensed removal contractors who must be employed to remove certain asbestos products.

Methods of Working to Reduce Likelihood of Causing a Nuisance

In all cases, the best practicable means of minimising noise on the site must be adopted. The following methods are recommended:-

Use of Quieter Plant/Machinery:-

For any particular job, the quietest plant and/or machinery should be used.

Appropriate Equipment for the Job:-

All equipment should be maintained in good mechanical order and fitted with the appropriate silencers, mufflers or acoustic covers where applicable.

Stationary Noise Sources:-

Stationary noise sources should be sited as far as possible from noise sensitive developments, and where necessary acoustic barriers should be used to shield them; such barriers may be custom made types, or may consist of site materials such as bricks or earth mounds. Plant and equipment should not be left running when not in use.

Breaking up of Hard Material and Piling:-

Breaking up of hard material, should preferably be carried out using equipment powered by hydraulic or electrical power. Any piling should be carried out by the method causing the minimum of noise and vibration. Consider auger piling instead of driven piling wherever possible. It should be noted that vibration can cause nuisance to occupiers of neighbouring buildings.

Vehicle Nuisance

The movement of vehicles to and from the site, e.g. delivery lorries, must be controlled and should not take place outside the accepted hours for noisy work unless with prior approval.

Employee Supervision

All employees should be supervised to ensure compliance with the noise control measures adopted. All sub-contractors must be made aware of these requirements. The principle contractor is responsible for enforcing controls on site.

Radio Noise

Care should be taken to ensure that radios cannot be heard off site and that employees do not cause unnecessary noise by shouting or dropping equipment or materials, such as scaffolding poles.

For Further Information

If you would like any further information or have any queries regarding information within this leaflet, please contact the Scientific Service on the following contact details:-

Environmental Health Service
Southampton City Council
Floor 5, One Guildhall Square
Above Bar Street
Southampton
SO15 1YG
Phone: 023 8083 2383
Fax: 023 8083 3075
Email: environmentalheath@southampton.gov.uk

Alternatively, further information is available from the HSE:-

Telephone - 01256 404000

Website - www.hse.org.uk

Further guidance is also provided within British Standard BS 5228, entitled 'Noise control on construction and open sites'.

All written information is available, on request, in **larger** print, Braille on audio tape and on disk. It is also available in other languages. Please contact 023 8083 2628.

APPENDIX C
FORM OF CONTRACT GUARANTEE BOND

CONTRACT NO. EC09/01/[NUMBER]

CONTRACT GUARANTEE BOND

**In respect of the performance of contracted Works between
Southampton City Council and [CONTRACTOR]**

(1)

[SURETY]

and

(2)

[CONTRACTOR]

And

(3)

SOUTHAMPTON CITY COUNCIL

4. Whether or not this Bond shall be returned to the Surety the obligations of the Surety under this Bond shall be released and discharged absolutely upon Expiry save in respect of any breach of the Contract which has occurred and in respect of which a claim (or notice of a future claim when the damage can be quantified) in writing containing particulars of such breach has been made upon the Surety before Expiry.
5. The Contractor having requested the execution of this Bond by the Surety undertakes to the Surety (without limitation of any other rights and remedies of the Employer of the Surety against the Contractor) to perform and discharge the obligations on its part set out in the Contract.
6. None of the following shall release, reduce, affect or discharge the Surety from its liability under this Bond:
 - (a) The Council approving an extension of time for performance of the terms of the Contract or the Works;
 - (b) Any variation or addition in the terms of the Contract;
 - (c) Any variation or addition in the extent or nature of the Works;
 - (d) Any waiver, indulgence, forbearance or concession granted by the Council of any of the Contractor's obligations under the Contract or any other compromise, or settlement of any dispute between the Council and the Contractor (but so that the Council shall not pursue the Surety a remedy contrary to the terms of any such compromise or settlement insofar as the Contractor shall have complied with such terms);
 - (e) Any agreement, conduct, omission, breach or repudiation relating to the Contract by the Council or the Contractor;
 - (f) The liquidation, administration or other insolvency arrangement, event or proceeding in respect of the Contractor.
7. This Bond shall be additional to any other guarantee or security from time to time held by Employer and shall not be affected by any failure to call upon, release or waiver of any such guarantee or security. The rights of the Council under this Bond are in addition to and without prejudice to any other rights the Council may have against the Contractor directly by reason of the Contract.
8. In any of the circumstances set out in Clause 3(b) above, the Council may, without issuing tenders, instruct one of its direct services organisations to complete the Works but such instructions shall in no way release the Surety from this Bond.
9. Any claim by the Council under this Bond shall:
 - (a) Be made in writing;
 - (b) State which of the events set out in Clause 3 above has occurred;
 - (c) Set out the amount of the claim;
 - (d) Be signed by or on behalf of the Council's Head of Legal Services; and
 - (e) Be sent to the Surety's registered office.
10. The Council may transfer or assign the benefit of this Bond upon notice to the Surety.
11. The provisions of the Contract (Rights of Third Parties) Act 1999 are excluded in respect of this agreement and no party other than a party to this Bond is entitled to enforce any of its terms for his own benefit.
12. This Bond shall be governed by and constructed in accordance with the laws of England and only the Courts of England shall have jurisdiction hereunder.

THE SCHEDULE

- Surety** (registered company number [NUMBER] whose registered office is at [ADDRESS])
- Contractor** (registered company number) whose registered office is [ADDRESS]
- Council** **SOUTHAMPTON CITY COUNCIL** of Civic Centre, Southampton, SO14 7LY
- Contract** The contract numbered EC09/01/[NUMBER] dated [DATE] made between the Council and the Contractor in the form of [INSERT FORM OF CONTRACT USED, EG JCT SBC/XQ 2005 Rev 2] for the performance of the Works for the sum [CONTRACT PRICE].
- Works** certain works namely [DESCRIPTION OF WORKS].
- Bond Amount** The sum of £[SUM]
- Expiry** The first to occur of either:
- (1) Receipt by the Employer of a Certificate of Making Good Defects or such other defect rectification period identified in accordance with clause [INSERT NUMBER] of the Contract; or
 - (2) Receipt by the Surety of written confirmation from the Council addressed to the Surety that the Surety is fully discharge from all liability under this Bond.

BOND NUMBER: _____

N WITNESS whereof the Surety, Contractor and the Council have executed this Bond as a deed the day and year first before-written

EXECUTED AND DELIVERED AS A DEED by

[SURETY]

in the presence of: -

Director	Signature :
	Name IN CAPITALS :

Director/Company Secretary	Signature :
	Name IN CAPITALS :

EXECUTED AND DELIVERED AS A DEED by

[CONTRACTOR]

in the presence of: -

Director	Signature :
	Name IN CAPITALS :

Director/Company Secretary	Signature :
	Name IN CAPITALS :

EXECUTED AND DELIVERED AS A DEED

**THE COMMON SEAL of
SOUTHAMPTON CITY COUNCIL**

Was hereunto affixed in the presence of: -

Authorised Signatory

APPENDIX D
FORM OF PARENT COMPANY GUARANTEE

Volume 1 of 1

CONTRACT NO. EC09/01/[NUMBER]

CONTRACT

[TITLE]

between

**(1)
SOUTHAMPTON CITY COUNCIL**

and

**(2)
[PARENT COMPANY]**

- (viii) having a provisional liquidator, receiver or manager of its business or undertaking appointed;
 - (iii) entering into a voluntary arrangement with its creditors;
 - (iv) having a winding-up order made against it;
 - (v) having possession taken by or on behalf of any holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge;
 - (vi) being in circumstances which entitle the Court or a creditor to appoint or to have appointed a liquidator, administrator, receiver, manager or administrative receiver, or which entitle the Court to make a winding-up order;
 - (vii) ceasing to exist; or
 - (viii) any other analogous arrangement, event or proceeding; or
- (c) otherwise being unable to perform the terms of the Contract.

Provided always that the Guarantor shall owe the same but no greater duties to the Council than it would owe to the Council if the Guarantor was jointly named as the contractor under the Building Contract and that it be entitled in any action or proceedings by the Council under this Deed to rely on any limitation in the Building Contract and to raise the equivalent rights in defence of liability (*except set-off and counterclaim*) as it would have against the Council if the Guarantor was jointly named as contractor under the Building Contract.

3. As between the Guarantor and the Council but without affecting the Obligations the Guarantor shall remain liable under this Deed as if it were the sole principal obligor and not merely a Guarantor.
4. None of the following shall release the Guarantor from its liability hereunder:
 - i) the Council approving an extension or extensions of time for performance of the terms of the Contract;
 - ii) any variation in or addition to the terms of the Contract;
 - iii) any variation in or addition to the extent or nature of the services comprised in the Contract;
 - iv) any waiver, indulgence, forbearance or other concession granted by the Council of any of the Contractor's obligations under the Contract or any other compromise, or settlement of any dispute between the Council and the Contractor (but so that the Council shall not pursue the Guarantor a remedy contrary to the terms of any such

compromise or settlement insofar as the Contractor shall have complied with such terms;

- v) any agreement, conduct, omission, breach or repudiation relating to the Contract by the Council or the Contractor
- vi) the liquidation, administration or other insolvency event, arrangement or proceeding.

5. This Guarantee is a continuing guarantee and accordingly shall remain in operation until all Obligations now or hereafter to be carried out or performed by the Contractor under or arising out of the Contract shall have been satisfied or performed in full. This Guarantee is in addition to and not in substitution for any other security and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Contractor.
6. Insofar as any sums are due by the Contractor to the Council under the terms of the Contract then the Guarantor shall not claim any set off or counterclaim against the Contractor or prove in competition with the Council in respect of a payment by the Guarantor hereunder and in case the Guarantor receives any sums from the Contractor in respect of any payment by the Guarantor hereunder the Guarantor shall hold such monies on trust for the Council so long as any sums are payable (contingently or otherwise) under this Guarantee.
7. The Guarantor's obligation and liability under this Guarantee shall continue notwithstanding any disclaimer of the Contract by a liquidator or administrator appointed to the Contractor and the Contract shall, for the purposes of this Guarantee, be deemed to continue notwithstanding any such disclaimer.
8. This agreement shall be governed by and be in accordance with English law.

IN WITNESS whereof the parties hereto have executed this agreement as a deed the day and year first before-written

EXECUTED AS A DEED by

[PARENT COMPANY]

acting by :-

Director	Signature
	Name IN CAPITALS

Director/Company Secretary	Signature
	Name IN CAPITALS

EXECUTED AS A DEED

THE COMMON SEAL of

SOUTHAMPTON CITY COUNCIL

was hereunto affixed in the presence of :-

Authorised Signatory

APPENDIX E
FORM OF COLLATERAL WARRANTY

CONTRACT NUMBER [..]

COLLATERAL WARRANTY

in connection with

[works] *[intended for use with sub-contractor or sub-consultant with material design responsibility, air conditioning or lift/escalator contractor]*

(1)

[Sub-Contractor]

- and

(2)

[Contractor]

and

(3)

SOUTHAMPTON CITY COUNCIL

howsoever arising and whether directly or indirectly out of or in the course of or in connection with such breach by the Design Sub-Contractor, subject always to the Council's obligations to mitigate loss.

- .5 The obligations of the Design Sub-Contractor shall not be increased or diminished by the appointment of any person by the Council to carry out any independent enquiry into any relevant matter
3. Without prejudice to the generality of Clause 2, the Design Sub-Contractor further warrants that he has not specified for use in the Sub-Contract Works:
 - .1 any goods or materials generally known in the profession of the Design Sub-Contractor to be deleterious to health & safety or the durability of the Project, in particular in the circumstances in which they are specified for use and having regard to the publication issued by Ove Arup entitled "Good Practice in the Selection of Construction Materials" (1997) sponsored by the British Council for Offices and the British Property Federation (as may be reviewed from time to time).
 - .2 any other goods or materials which at the time of specification do not accord with British or European Standards and Codes of Practice on the date upon which the materials was or is specified.
 4. .1 The copyright in all drawings, reports, models, specifications, bills of quantities, calculations and other documents and information prepared by or on behalf of the Design Sub-Contractor in connection with the Project (together referred to as "the Documents") shall be vested in the Council and the Design Sub-Contractor hereby assigns the same to the Council but the Design Sub-Contractor shall have a licence free of charge to copy and use the Documents and to reproduce the designs and contents of them for any purpose related to the Project.
 - .2 Where the Design Sub-Contractor does not own the copyright in the Documents it shall use its best endeavours to procure the assignment of the copyright in such documents or, in the alternative, procure the grant to the Council of an unconditional irrevocable, royalty-free and non-exclusive licence to copy and use the Documents for any purpose whatsoever related to the Project or the Sub-Contract Works. The benefit of such licence shall be assignable without consent and the licence shall include the right to grant sub-licences.
 - .3 The Design Sub-Contractor shall not be liable for any use by the Council or its assigns of any of the Documents for any purpose other than that for which the same were prepared by or on behalf of the Design Sub-Contractor.
 - .4 The Design Sub-Contractor waives any moral right which it may have as the author of the Documents. Where the Design Sub-Contractor is not the author, the Design Sub-Contractor shall use its reasonable endeavours to obtain for the Council a corresponding waiver from the author.
 5. .1 The Design Sub-Contractor shall take out and maintain with an insurance office or underwriter of good repute carrying on business in the United Kingdom [professional indemnity insurance] [product liability insurance] in an amount of 2 million pounds (£2,000,000) (in the minimum) for each and every claim or series of claims arising out of any one event for a period of twelve years commencing on the date of Practical Completion of the Project, provided that such insurance remains available to the profession of the Design Sub-Contractor at commercially reasonable rates and on commercially reasonable terms.

- .2 The Design Sub-Contractor shall immediately inform the Council if such insurance ceases to be available and shall take all reasonable endeavours to secure the Council against any potential loss it would otherwise have been protected from (were it not for the unavailability of the insurance) by entering into a policy of superseding insurance (maintaining the highest level of insurance available to the profession), subject to the Council having agreed in writing that such policy of superseding insurance is acceptable.
 - .3 The Design Sub-Contractor shall, as often as requested by the Council, produce for inspection documentary evidence that its professional indemnity insurance is being maintained.
6. Without the proper written consent of the Council, the Design Sub-Contractor shall not:
- .1 give any information in relation to the Sub-Contract Works, the site, or the Project which is not already in the public domain, to any third party, except where this is necessary for the Design Sub-Contractor to perform the Sub-Contract Works and its obligations under this agreement or the Sub-Contract.
 - .2 take or authorise the taking of any photographs of the Sub-Contract Works, the site or the Project for use in any publicity or advertising;
 - .3 Publish alone, or with another person, any article, photograph or other illustration relation to the Sub-Contract Works, the site or the Project;
 - .4 give any information in relation to the Sub-Contract Works, site or the Project to any radio or television programme.
7. The benefit of this Agreement may be assigned by the Council at any time by way of absolute legal assignment to another person without the consent of the Design Sub-Contractor being required and such assignment shall be effective upon written notice thereof being given to the Design Sub-Contractor.
8. Any notice to be given by either party hereunder shall be deemed to have been duly given if it is sent by recorded delivery post to the other at its registered office or principal office, as the case may be.
9. No action or proceedings for any breach of this Agreement shall be commenced against the Design Sub-Contractor after the expiry of twelve years from the date of Practical Completion of the Project.
10. Except as this agreement expressly provides, this agreement does not affect the rights or remedies of either party in contract, tort or otherwise.
11. No person who is not a party to this agreement has any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement provided always that this shall not affect any right or remedy of such person which exists or is available apart from such Act.
12. The construction, validity and performance of this Contract shall be governed by English Law and both parties acknowledge the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties hereto have executed this deed the day and year first before-written

EXECUTED AS A DEED by
[SUB-CONTRACTOR]

acting by :-

Director	Signature
	Name IN CAPITALS

Director/Company Secretary	Signature
	Name IN CAPITALS

** delete as appropriate*

EXECUTED AS A DEED by
[CONTRACTOR]

acting by :-

Director	Signature
	Name IN CAPITALS

Director/Company Secretary	Signature
	Name IN CAPITALS

** delete as appropriate*

THE COMMON SEAL of
SOUTHAMPTON CITY COUNCIL

was affixed in the presence of:

Authorised Signatory

APPENDIX F
FORM OF CONTRACT AGREEMENT

Volume 1 of 1

CONTRACT NO. EC09/01/[NUMBER]

CONTRACT

[TITLE]

between

(1)
SOUTHAMPTON CITY COUNCIL

and

(2)
[CONTRACTOR]

IN WITNESS whereof the parties have executed this Contract as a deed the day and year first before-written

THE COMMON SEAL of

SOUTHAMPTON CITY COUNCIL

was hereunto affixed in the presence of:

Authorised Signatory

EXECUTED AS A DEED by

[CONTRACTOR]

acting by:

Director	Signature
	Name IN CAPITALS

Director/Company Secretary*	Signature
	Name IN CAPITALS

** Please delete as applicable*

APPENDIX G
SUSTAINABLE PROCUREMENT POLICY

SUSTAINABLE PROCUREMENT POLICY

The Council will meet its need for goods, services, works and utilities in a way that achieves value for money and ensures benefits to the economy and society whilst minimizing damage to the environment.

Subject to the requirements of procurement law and the need to ensure that potential contractors are treated in a non-discriminatory way, the Council will, through its procurement activities and using appropriate and effective evaluation techniques, strive to:-

- Promote use of local products and services
- Create job opportunities for local people, including NEETS, and increase the number of apprentices in employment.
- Address the issue of worklessness through providing training and job opportunities
- Engage effectively with the third sector, SMEs, and HE and FE institutions
- Influence the supply chain to deliver sustainable procurement
- Reduce carbon emissions and mitigate the impacts of Climate Change
- Increase the proportion of renewable energy and the use of energy efficient products
- Increase the percentage of reused, recycled and sustainable or ethically sourced materials, resources and products.
- Reduce the percentage of waste to landfill
- Reduce water use