

**INVITATION TO QUOTE FOR
DESIGN & BUILD – VIEWING PLATFORM
RIVERSIDE COUNTRY PARK
RAINHAM, KENT**



DOCUMENT 2 - SPECIFICATION OF REQUIREMENT

February 2026

Reference Number:

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A. PROJECT BRIEF

1. PROJECT DESCRIPTION

Medway Council invites specialist contractors to tender for the design and build of a new viewing platform for Sharps Green Pond located at Riverside Country Park in Rainham, Kent.

1.1 Riverside Country Park

Riverside Country Park covers 100 hectares alongside the Medway Estuary, including Motney Hill and Berengrave Local Nature Reserve.

There are various habitats within the park, including mudflats and salt marsh, ponds and reedbeds, grassland and scrub, which provide a haven for wildlife.

The estuary has special protection as part of the Medway Marshes Site of Special Scientific Interest (SSSI) and is internationally important for wintering birds that thrive on the invertebrate-rich mudflats. The salt marshes have a specialised ecology and act as high tide roost sites.

Riverside Country Park has received a Green Flag Award, the national standard for quality parks and green spaces. Winners are judged to be welcoming and well-maintained, with the support and involvement of the local community.

1.2 Sharps Green pond

Sharps Green pond sits outside the SSSI. This freshwater pond was created from digging out clay to form nearby seawalls and was later extended in the late 1980s. It is an important wildlife resource, being a relatively large body of fresh water with well-vegetated banks.

The boardwalk at Sharps Green pond fell into disrepair and has been closed for approximately 5 years. The proposal is to replace this with a viewing platform which will be suitable for school groups to use. A section of the existing boardwalk will need to be removed for the new viewing platform. The remainder will stay in place as it forms a good bird roosting point.

2. REQUIREMENTS

The council's Highways Engineer has drawn up the enclosed proposals for the viewing platform but it is expected that tenderers will have previous experience and will deliver all of the design and build elements required for this project.

The works should include:

Design, supply and construction of:

- Timber viewing platform – approx measurements 1.5m wide walkway with viewing area approx 5m x 3.5m.
- One no. Viewing screen – to contractor's design to include interpretation/graphic elements to illustrate the wildlife found in the pond.
- One no. Bench – bespoke bench approx 3m length to fit within the scheme.
- Contractor's design, working off the enclosed proposals
- Section of removable handrail - Access point for ranger team to carry out pond maintenance

- **Materials:**
 - **Timber:** Durable hardwood (such as Oak, Chestnut, Douglas Fir) – FSC certified timber. Recycled plastic composite will be considered – please provide further details.
 - **Fixings:** Grade 316 Stainless Steel or galvanised.
 - **Surfacing:** Deck boards with planed finish. Must have anti-slip GRP strips or grooved boards to prevent slips – please provide details.
- **Dimensions & Layout:**
 - **Width:** Minimum 1.5m wide for walkway with viewing area approx 5m x 3.5m
 - **Height:** Handrails at 1100mm (pedestrians/wheelchairs); toe boards for prams/wheelchairs.
 - **Gaps:** 5-12mm between deck boards for drainage/expansion; 30mm gap between boards and toe boards.
- **Structural Design:**
All components to be designed by the Contractor to suit the enclosed proposals
- **Safety & Accessibility:**
 - **Handrails:** Required if >400mm above ground; specify height and design (e.g., two rails).
 - **Anti-slip:** Add grip strips to BS standards.
 - **Transitions:** Sloped ends to meet ground level smoothly. The join of the viewing platform with the adjoining footpath should avoid a level change greater than 5mm high.
 - Boards must be laid at right angles to the direction of travel otherwise wheels or mobility canes may become caught between them

3. DOCUMENTS ENCLOSED

Please also refer to these additional documents:

- Document ITQ 1 - Instructions
- Document ITQ3a – PSQ
- Document ITQ3b - Quotation (including Technical Questions and Price Schedule)
- Document ITQ4 – Social Value
- Document ITQ5 – Appendices
- Pre-Construction Information Plan
- STATS Plans
- Riverside Country Park Location Plan
- Sharps Green Viewing Platform – Overall Proposals (ref. 4L310 36043-110)
- Sharps Green Viewing Platform - Detailed Layout (ref. 4L310 36043-111 Rev A)

4. PROJECT TIMETABLE

As outlined in Document ITQ1, Section 2.

Please note as follows:

Project completion – ideally, all works to be complete summer 2026 – (subject to ecology below).

NOTE: Please state in your programme/GAANT chart in ITQ3b Document.

5. IMPORTANT NOTES

Please read these important notes as it could affect your tender:

5.1. Prices - should include all elements such as design, supply, delivery and installation and be exclusive of VAT.

5.2. Materials

Due to long-term maintenance issues, companies will be expected to provide technical information on all materials (see ITQ3b).

5.3. Site visits - details should be included of any special requirements. Site visits should take place prior to returning tenders so tenderers are aware of the topography, site access, constraints and to obtain correct measurements of all areas.

5.4. Additional suggestions - Contractors can submit suggestions for improving the viewing platform shown on the enclosed proposals. These must be adequately detailed with cost break down to enable evaluation of the cost implications by the Employer.

5.5. Site compound & storage – due to the site being subject to vandalism, all materials must be stored within Herras fenced-off area on the open space. All Herras panels must be double-clipped. No materials can be left on public highways, access routes or parking bays. Please make sure all your sub-contractors are aware of this requirement when having materials delivered to the site. Please provide details in your tender return (see document ITQ3b) on where you would propose to set up a site compound.

6. RESTRICTIONS

6.1. Trees – there are various mature trees around the site. Care must be taken to protect any roots within the site. Any works should follow the recommended tree root protection (BS 5837:2012 – see Clause 7.10 within specification).

6.2. Access & Parking

The country park is open from 8am each morning. Closing times vary depending on seasons - the park is locked at 6pm in March, 7.30pm in April and 8.30pm in May to August.

The visitor centre and toilets are open from 10am to 4pm.

The public car parks are now pay & display. Two visitor permits can be made available for the contractor's vehicle (up to transit van size). No materials and machinery can be stored in the car park as this will result in additional costs for the council. If an area within the car park is required then contractor's should make their own arrangements and allow for costs for this within their tender.

The entrance has a height barrier of 6 feet and 6 inches.

6.3. Ecology – due to the time of year of construction, there may be a possibility of nesting birds around the pond area and amphibians. If nesting birds and amphibians are found and disturbance is likely then works will be delayed until September 2026. An ecology survey will be carried out before works commence on site (arranged by the council).

6.4. Site Constraints

- All access gates/barriers must be kept locked at all times after entering and exiting the site. Medway Council does have trouble with travellers accessing this site so they must be kept secure at all times to prevent unauthorised access. Currently, concrete blocks are in place at the main entrance to restrict access.
- The site will need to be monitored before works can start and allowance should be made for boarding/tracks so no damage is caused to the ground
- All vehicle movements on site should be kept at 5MPH with hazard lights on and banksman.
- Deliveries – will need to check in advance for large deliveries which may affect any events/school visits etc organised by the country park.
- Ecology – see 6.3 above

B. CONDITIONS OF CONTRACT

The Conditions of Contract referred to in the Tender shall be the JCT Minor Works Building Contract, with contractor's design, 2024. (MWD 2024)

Contract Particulars.

Fifth Recital and the JCT Fluctuations Option (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)

Base Date. To be 7 days before the Quotation Return Date stated in DOCUMENT ITQ1.

Fifth Recital and clause 4.2

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

Sixth Recital

CDM Regulations – For the purposes of Tendering, the project is not Notifiable.

Seventh Recital

Framework Agreement – Not applicable.

Eighth Recital and Schedule 2

Supplementary Provisions - All Supplementary Provisions apply

Article 8

Arbitration – Article 8 and Schedule 1 apply

Sub-Clause 1.6.2

Addresses for service of notices by the Parties – Shall be as detailed in Document 3 (ITQ.3) and the Pre-Construction Information document.

Clause 2.3

Works commencement date: **20 April 2026 (estimate)**

Date for Completion: **to be confirmed (estimate of 5 weeks)**

Clause 2.9

Liquidated damages at the rate of **£229.77 per day**

Clause 2.11

Rectification Period – **12 months** from the date of practical completion.

Clause 4.3

Interim payments – Interim Valuation Dates

The first Interim Valuation Date is 4 weeks from the commencement date and thereafter, monthly or at the date of practical completion, whichever comes first.

Clause 4.4

Payments due prior to practical completion – percentage of the total value of work etc.
95%

Payment becoming due on or after practical completion – percentage of total amount to be paid to the Contractor.
97 ½ %

Clauses 4.4 and 4.9

Fluctuations provision - Do not apply

Sub-Clause 4.9.1

Supply of documentation for computing of amount to be finally certified - Does not apply

Clause 5.3

Contractor's Public Liability insurance: injury to person or property – the required level of cover is not less than

£10,000,000

For any one occurrence or series of occurrences arising out of one event.

Clauses 5.4, 5.5 and 5.6

Insurance of the Works – alternative provisions

Do not apply

Clauses 5.4 and 5.5

Do not apply

Clause 5.6

Insurance arrangements – details of the required policy or policies

Does not apply. All insurances remain as detailed in ITQ.3

Sub-Clause 6.2.3.2

Service of notices by e-mail

Clause 6.2.3.2 applies.

Employer's Email – Shall be the Project Manager as detailed in the Pre-construction Information Document

Contractor's email – Shall be that stated in the Bidder's details in the Quotation Documents, ITQ.3

Clause 7.1

Notification and negotiation of disputes

The respective nominees of the Parties are

Employer's nominee – To be Advised

Contractor's nominee – To be agreed.

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

Clause 7.3

Adjudication

The Adjudicator is – To be agreed.

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) the nominating body is –

Chartered Institute of Arbitrators

Amendments to Conditions of Contract

A.1 Duty Holders

A.1.1 The Architect does not apply for this Contract.

A.1.2 The Client Officer shall be the Contract Administrator.

A.2 Clause 3.3 – Sub-contracting

A.2.1 Add the following paragraph to sub-clause 3.3.1

“The Contractor is responsible for carrying out and completion of the Works as if they had not subcontracted”

C. PREAMBLES

The contractor shall take his own site dimensions for materials and equipment for use in these works.

As it is not known if there are any underground services, drainage, etc. the contractor should dig test pits prior to carrying out deep excavations.

The contractor will only take instructions from the Client Officer unless otherwise stated.

The Client Officer may, without invalidating the contract, order an addition or omission to the works using the rates provided. The Client Officer will issue written instructions regarding these variations.

The contractor is to notify the employer of any sections of the work they are intending to sub-contract. It should be noted that all contractors undertaking work must be BS 5750 accredited or have proof of satisfactory progress towards accreditation. If this is not the case, the main contractor is held fully responsible and legally bound to rectify sub standard workmanship.

Following the awarding of the contract a works programme, including commencement dates and access to the site, will be agreed between the Client Officer and the Contractor. This will occur in a pre-site meeting.

D. PRELIMINARIES

1. PROJECT PARTICULARS

1.1. THE PROJECT:

Name: **Riverside Country Park Viewing Platform**

Nature: Hard landscape work - will include partial removal of existing redundant boardwalk, installation of new viewing platform, screen and bench.

Location:

Riverside Country Park, Rainham, Kent

Timescale for completion of the 'construction work': estimate of 5 weeks

1.2. EMPLOYER (CLIENT):

Name: Medway Council

Address: Gun Wharf, Chatham, Kent, ME4 4TR

2. THE SITE

2.1. THE SITE DESCRIPTION

Riverside Country Park covers 100 hectares alongside the Medway Estuary, including Motney Hill and Berengrave Local Nature Reserve. The park is a destination site for Medway and most visitors travel by car. The park is popular for family visits and dog walking.

There are various habitats within the park, including mudflats and salt marsh, ponds and reedbeds, grassland and scrub, which provide a haven for wildlife.

2.2. EXISTING MAINS AND SERVICES:

It is not known if there are any underground services, drainage, etc within the site boundary. Medway Council will provide line search maps to the awarded contractor. The contractor should take all necessary precautions and CAT scan and dig test pits prior to carrying out deep excavations.

2.3. ACCESS TO THE SITE:

The access in and out of each site will be agreed with the Client Officer at the Pre-Start meeting in advance of the works commencing on site.

Limitations:

- Avoid school holidays (see Pre-Construction Information Plan) and when ground is inaccessible.
- A banksman must be used for the movement of any vehicles on site.
- Vehicles must keep to a 5 MPH speed limit on site with hazard lights on.

2.4. PARKING:

Restrictions on parking of the Contractor's and employees' vehicles: A location will be agreed with the Client Officer in advance of the works at the pre-start meeting. Please note: the visitor car park is pay & display.

2.5. USE OF SITE:

Do not use the site for any purpose other than carrying out the works.

Limitations: Location of site compound, spoil heaps and storage areas to be agreed with client officer at the pre-start meeting in advance of the works commencing on site.

2.6. SURROUNDING LAND USE:

The surrounding land use is a country park with a range of habitats.

2.7. WELFARE FACILITIES AND COMPOUND:

None on site. Contractor to provide own suitable site compound and welfare facilities.

2.8. HEALTH AND SAFETY HAZARDS:

General: The nature and condition of the site/building cannot be fully and certainly ascertained before it is opened up.

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.

2.9. SITE VISIT:

It is assumed the Contractor has visited the site before submitting their tender/quotation. A site visit will be needed to ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works. The site can be visited without prior arrangement however if you would like to meet a council officer at the site, please arrange in advance via the Kent Business Portal.

3. HEALTH AND SAFETY

3.1. CDM REGULATIONS

It is expected that this project will not be notifiable under the CDM Regulations. However, this will be confirmed with the appointed contractor at the pre-start meeting.

3.2. HEALTH AND SAFETY INFORMATION WITH TENDER

Submit a Designers Risk Assessment with tender.

3.3. OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN:

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

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

4. MANAGEMENT OF THE WORKS

4.1. SUPERVISION:

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

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

4.2. CLIMATIC CONDITIONS (REF. BS 4428)

The Contractor must ensure that the work and its quality is not compromised by the weather and should use his discretion to cease work during inclement or severe weather.

When weather conditions are such that the strength of the works may be impaired, or the condition of the materials may be affected, or any other detrimental effect can be anticipated, then no work to which this specification applies, shall be carried out. Under such conditions the Employer may order such work to cease, and the Contractor shall have no claim against the Employer or their advisers. Where in the

opinion of the Employer such works carried out in those weather conditions have been adversely affected, those works shall be removed and made good at the Contractor's expense.

4.3. OWNERSHIP

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

4.4. MONITORING

Progress: Record on a copy of the programme kept on site.

Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.

4.5. PHOTOGRAPHS

Contractor to take pre-start photos of site and access routes as a record of condition.

4.6. 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.

5. SPECIFIC LIMITATIONS ON METHOD / SEQUENCE / TIMING

5.1. WORKING HOURS

The Contractor shall avoid nuisance to neighbouring owners and occupiers by keeping the amount of noise to a minimum and confining it to reasonable hours. This shall include the delivery of materials.

Working Hours shall be between 08:00 hours and 17:00 hours on weekdays.

The Contractor or anyone employed by them shall not work on either Saturdays, Sundays, Bank Holidays or school holidays.

Deliveries should not arrive before 08:00 hours to avoid disturbance to neighbours. They shall also reduce the amount of dust by suitable timing of their operations and/or by keeping the site watered, as and when necessary.

6. QUALITY STANDARDS/CONTROL

6.1. 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.

6.2. 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.

6.3. QUALITY OF EXECUTION:

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

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

Dimensions: Check on-site dimensions.

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

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

6.4. MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS:

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

Changes to recommendations or instructions: Submit details.

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

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

6.5. WATER FOR THE WORKS:

Mains supply: Clean and uncontaminated.

NOTE: there is no access to water on site. Contractors to provide own water.

Other: If proposed, provide evidence of suitability.

6.6. ACCESS FOR INSPECTION:

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

6.7. OVERTIME WORKING:

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

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.

6.8. 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.

6.9. DEFECTIVE PRODUCTS/ EXECUTIONS:

Immediately any work or product is known or appears to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the contract sum, or removal and re-execution. Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

6.10. WORK BEFORE COMPLETION

General: Make good all damage consequence upon the Works.

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

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

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

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

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

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

6.11. MAKING GOOD DEFECTS:

Remedial work: Arrange access with Employer.

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

Completion: Notify when remedial works have been completed.

7. SECURITY/SAFETY/PROTECTION

7.1. EXECUTION HAZARDS

Common hazards: Not listed. Control by good management and site practice.

Significant hazards: The design of the project includes the following:

- Hazard: Possible underground services; Access to and from the site across pedestrian paths and through a public park, vandalism and trespass on site.
- Precautions assumed: CAT survey and hand digging and consultation with statutory authorities. Use of banksmen. Secure site fencing and secure site storage container for materials and plant, tidy works to minimise hazards to trespassers.

7.2. CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

Submission: Present to the Employer/ Client no later than two weeks before the commencement of works on site. (See also clause 3.3, Outline Plan).

7.3. SECURITY:

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

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

Special requirements: All plant, tools, uninstalled materials and rubbish to be removed from site at the end of each working day to a secure site compound or off-site. Report any acts of vandalism to the client.

7.4. WORKING AREA

The contractor shall fence off the entire working site using secure Herras style fencing using anti-lift strips and anti-tamper couplers in accordance with the guidance set out in the Health & Safety Executive publication 'Protecting the Public'. Each panel should be double clipped.

The contractor shall also erect warning signs to the fencing. On the completion of the contract the fencing and signs shall be removed and the land made good.

Fencing shall be kept in a good state of repair at all times.

At all times the Contractor shall confine all contractual activities within the limits of the fencing defining the working area, unless otherwise agreed with the Employer.

The contractor shall arrange for the safe storage of materials on site, and where appropriate, shall provide lockable, secure, temporary storage accommodation. Temporary accommodation shall be located in the area designated by the Employer. On completion of the contract the temporary storage accommodation shall be removed and the land made good.

7.5. WORK ON SITE

The Contractor's attention is drawn to the need to, whenever and wherever possible, minimise the movement of men, materials and machinery across grassed areas. All access routes through the site shall be agreed with the Client Officer prior to work commencing on site. Any work in confined spaces or which it is impractical to carry out by machine shall be executed by hand.

Any grass areas should be reinstated on completion of the project.

7.6. HEALTH AND SAFETY

Have due regard for all legislation, BSI and European Standards, good and accepted practice, implicit in the specifications, public/user health and safety.

Health & Safety at Work Act 1974'. Strict observance to this and any other act and regulations made there under shall be observed by the Contractor and all persons in any way concerned with the works.

7.7. GENERAL PROTECTION AND REINSTATEMENT

The Contractor shall allow for safeguarding and protecting against damage due to the carrying out of the Contract all existing and completed works (by others) on the site such as fences and gates, paving, manhole covers and kerbs. In this connection, the Contractor should particularly note, when visiting the site, the width and construction of any existing carriageways and the nature and construction of any other existing works. The Contractor will be held responsible for maintaining the nature of the existing verges, embankments, cuttings, terraces and the like. Should any damage or loss be caused to any existing or completed works due to or arising from the performance of the Contract, then the Contractor will be required to reinstate and make good such damage or loss at his own expense and to the satisfaction of the Client Officer.

All fences, walls, footpaths or other items, which may be injured during the execution of the work, shall be properly restored to the satisfaction of the Client Officer at the expense of the Contractor.

Wherever ground is temporarily disturbed by the Contractor during the course of his Contract operations, it shall be restored by him to its original state and form, or to such other appropriate state and form as shall be approved by the Client Officer.

7.8. PROTECT AGAINST THE FOLLOWING:

NOISE AND VIBRATION:

Standard: Minimize noise and vibration levels during execution of the works.

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

Restrictions: Do not use radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

POLLUTION:

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

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

FUEL, LUBRICANTS AND HYDRAULIC FLUIDS:

- Restrictions:
Storing, handling and refuelling: On hard standing or other approved areas. Keep away from watercourses, drains, soil, planting and grassed areas.
- Vehicles and equipment: Ensure there is no leakage or spillage. If spillage occurs, inform immediately and take appropriate emergency action.

PESTICIDES

Use: Not permitted.

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.

SMOKING ON SITE:

Smoking on site: Please refer to Pre-Construction Information Plan.

BURNING ON SITE:

Burning on site: Not permitted.

7.9. WASTE:

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

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

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

- Non-hazardous material: In a manner approved by the Waste Regulation Authority.
- Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
- Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.

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

Waste transfer documentation: Retain on site.

7.10. PROTECT THE FOLLOWING:

EXISTING SERVICES

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

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.

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.

RETAINED TREES/ SHRUBS/ GRASSED AREA

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.

RETAINED TREES

Protected area: Unless agreed otherwise do not:

- Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
- Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.
- Change level of ground within an area 3 m beyond branch spread.

Protection to BS 5837: Tree Protection.

EXISTING FEATURES

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

8. PRACTICAL COMPLETION

Practical Completion will be deemed to be when all works on site are completed as per the specification and following site visit with the Client Officer.

9. RECTIFICATION/ DEFECTS LIABILITY PERIOD

The Rectification/Defects Liability Period covering workmanship and materials shall run for twelve months from Practical Completion. Any item deemed to be defective during or at the end of this period due to the workmanship of the Contractor shall be repaired or corrected, to meet the specification, by the Contractor entirely at his own cost at the earliest opportunity.

10. RETENTION

The Client Officer shall follow Practical Completion certify payment of 95% of the total amount to be paid to the contractor under this contract. The remaining 5% shall be paid after the Rectification/Defects Liability Period once the work has been completed to the satisfaction of the Client Officer. The Defects Liability Period shall run for a period of twelve months following Practical Completion.

E. LANDSCAPE SPECIFICATION

1. PREPARATION OF SITE

SITE INVESTIGATION

Location: Within the site boundary

Scope: Collect existing services information collected from statutory authorities and CAT scan on site.

Objective: To locate services and protect during the works.

GROUND WORKS

All ground works will comply with BS 4428 Code of Practice for general landscape operations and BS 8000 pt.1 Clause 3.1 - 3.3 for excavation and filling.

SETTING OUT

Excavated areas are to be set out prior to the commencement of digging and agreed with the Client Officer before work commences.

SERVICES

The Contractor shall ensure that any existing services are not damaged by the excavations. If the Contractor finds services that are not marked on drawings, he should notify the Client Officer immediately irrespective of whether he feels the services are redundant or not.

MINOR GRADING

All finished levels shall be smooth, flowing, marrying in with existing levels, eliminating all abrupt angles and changes of level.

2. COMPLETION

CLEANING

General: Leave the works in a clean, tidy condition.

Surfaces: Clean immediately before handover.

FIXINGS

All components: Tighten.

Timing: Before handover.

DOCUMENTATION

- Contents:
 - General product information.
 - Installation information.
 - Inspection and maintenance reports.
- Number of copies: One.
- Submission: Two weeks after request by contract administrator.

3. RETAINED TREES / SHRUBS / GRASSED AREA

The contractor shall preserve and prevent damage to any tree, shrub, hedge or grass area identified for retention – henceforth referred to as retained trees, shrubs, hedges and grass areas).

If any retained tree, shrub, hedge or grass area is uprooted, destroyed, or damaged as a consequence of the contractor's negligence, and to such an extent that, in the opinion the client, they are beyond reasonable chance of survival in their original shape, they must be replaced to the client's satisfaction at the contractor's expense.