Hawkinge Town Council

# Hawkinge Town Council Play Park Refurbishment

Planned Maintenance and Refurbishment of Play Parks

22-09-2025

Planned Maintenance and Refurbishment of Play Parks

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# A10

# **Project particulars**

#### **Clauses**

#### 110 The Project

- 1. Name: Hawkinge Town Council Play Parks Refurbishment
- 2. Nature:

Planned Maintenance and Refurbishment of Play Parks

- 3. Location: Pannell Drive, Uphill Park and Corbett Road, Hawkinge
- 4. Timescale for construction work: Contractor to commence works early 2026
  - Contractor to complete works before Summer 2026

#### 120 Employer (client)

- 1. Name: Hawkinge Town Council
- Address: Town Council Offices, Hawkinge Community Centre, Heron Forstal Avenue, Hawkinge, Kent, CT18 7FP
- 3. Contact: Sam Wills Town Clerk & RFO
- 4. Telephone: 01303 893928
- 5. Email: clerk@hawkinge-tc.gov.uk

#### 130 Principal Contractor (CDM/ Building Regulations)

- 1. Duties: Fulfil all applicable duties that relate to the role of Principal Contractor for the purposes of the Building Regulationsonly.
- 2. Name: TBA
- 3. Address:
- 4. Contact:
- 5. Telephone:
- 6. Email:
- 7. Competence:
  - 7.1. Standard:
  - 7.2. Evidence of competence:
    - 7.2.1. Submittals:
    - 7.2.2. Timing:

#### 140 Architect/ contract administrator

- 1. Name: Martello Building Consultancy
- 2. Address: Studio 9, 2 South Street, Folkestone, Kent, CT20 1RW
- Contact: Andrew Cruttenden
   Telephone: 01303 856469
- 5. Email: info@martellobc.co.uk

#### 150 Principal Designer (CDM/ Building Regulations)

- Duties: Fulfil all applicable duties that relate to the role of Principal Designer for the purposes of the CDM Regulations only.
- 2. Name: Martello Building Consultancy

3. Address: Studio 9, 4 South Street, Folkestone, Kent, CT20 1RW

Contact: Andrew Cruttenden
 Telephone: 01303 856469
 Email: info@martellobc.co.uk

 $\boldsymbol{\Omega}$  End of Section

# **A11**

# **Tender and contract documents**

#### Clauses

#### 160 Pre-construction information

1. Format: The pre-construction information is described in these Preliminaries in section A34. It refers to information given elsewhere in the Preliminaries, specification, drawings and associated documents.

 $\Omega$  End of Section

#### **A12**

# The site/ existing buildings

#### **Clauses**

#### 110 The site

1. Description: Refer to Pre-Construction Information Pack

#### 120 Existing buildings on/adjacent to the site

1. Description: Refer to Pre-Construction Information Pack

# 160 Soils and ground water

1. Information: Included in the tender documents.

# 170 Site investigation

1. Report: Included in the tender documents.

#### 200 Access to the site

- 1. Description:
- 2. Limitations:
- 3. Access for inspections: Provide access at reasonable times for both on-site and off-site work.

#### 210 Parking

1. Restrictions on parking of the Contractor's and employees' vehicles:

#### 220 Use of the site

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

#### 230 Surrounding land/ building uses

1. General: Adjacent or nearby uses or activities are as follows:

1.1. .......

#### 240 Health and safety hazards

1. 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:

1.1. .......

- 2. Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the works.
- 3. 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.

#### 250 Site visit

- 1. Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- 2. Arrangements for visit:

 $\Omega$  End of Section

3323 - Hawkinge Town Council Play Park Refurbishment – Planned Maintenance and Refurbishment of Play Parks

Client: Hawkinge Town Council

# A13

# **Description of the work**

#### **Clauses**

#### 120 The works

1. Description: Hawkinge Town Council are looking to upgrade three play parks within Hawkinge Town to include improved infrastructure and play equipment

 $\Omega$  End of Section

# **A20**

# JCT Minor Works Building Contract with contractor's design (MWD)

#### **Clauses**

#### JCT Minor Works Building Contract with contractor's design

- The Contract: JCT Minor Works Building Contract with contractor's design 2024 Edition.
- Requirement: Allow for the obligations, liabilities and services described.

#### **Recitals**

#### First - The Works and the Contract Administrator

- The work comprises: Hawkinge Town Council are looking to upgrade three parks within the town to include improved infrastructure and play equipment
- Architect/ Contract Administrator: See clause A10/140.

#### **Second - Contractor's designed portion**

 The Works include the design and construction of: The upgrade of three parks within the town to include improved infrastructure and play equipment in its entirety.

#### **Third - Contract documents**

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

#### Fourth - Priced documents

• Documents to be priced or provided by the Contractor: ITQ

#### **Articles**

#### 4 - Architect/ Contract Administrator

Architect/ Contract Administrator: See clause A10/140.

#### 5 - CDM Regulations - Principal Designer and Principal Contractor

- Principal Designer: See clause A10/150.
- Principal Contractor: See clause A10/130.

#### 6 - Building Regulations - Principal Designer and Principal Contractor

- Principal Designer: See clause A10/150.
- Principal Contractor: See clause A10/130.

#### **Contract Particulars**

#### Fifth Recital and the JCT Fluctuations Option - Base Date

Base Date: Tender Date

# Fifth Recital and clause 4.2 - Construction industry scheme (CIS)

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

#### Sixth Recital - CDM Regulations

• The project is not notifiable.

#### Seventh Recital - Framework agreement

- Framework agreement: Does not apply
- Details
  - Date:
  - Title:
  - Parties:

#### Eighth Recital and Schedule 2 - Supplemental Provisions

- Health and safety: Supplemental Provision 1 does not apply.
- Cost savings and value improvements: Supplemental Provision 2 does not apply.
- Performance Indicators and monitoring: Supplemental Provision 3 does not apply.

#### **Article 8 - Arbitration**

Article 8 and Schedule 1 apply.

#### Clause 1.6.2 - Addresses for service of notices by the Parties

- Employer: Hawkinge Town Council
  - Address: Town Council Offices, Hawkinge Community Centre, Heron Forstal Avenue, Hawkinge, Kent, CT18 7FP
  - Email: clerk@hawkinge-tc.gov.uk
- Contractor: TBA
  - Address: TO BE COMPLETED BY CONTRACTOR.
  - Email: TO BE COMPLETED BY CONTRACTOR.

#### Clause 2.3 - Commencement and Completion

- Works commencement date: TBA
- Date for Completion: TBA

#### Clause 2.9 - Liquidated damages

At the rate of £500 per calendar week or pro-rata thereto.

#### Clause 2.11 - Rectification period

Period: 12 months from the date of practical completion.

#### Clause 4.3 and 4.4 - Interim payments

- Interim Valuation Dates
  - The first Interim Valuation Date is: One month after commencement
  - Thereafter at intervals of: monthly

- Payments due prior to practical completion
  - Percentage of total value of the work etc.: 95 per cent
- Payments becoming due on or after practical completion
  - Percentage of the total amount to be paid: 97½ per cent

# Clause 4.9.1 - Supply of documentation for computation of amount to be finally certified

Period: 12 months from the date of practical completion.

# Clause 5.3 - Contractor's Public Liability insurance - injury to persons or property

- The required level of cover for any one occurrence or series of occurrences arising out of one
  event
  - Not less than: £10 million

# Clauses 5.4, 5.5 and 5.6 - Insurance of the works, etc. - alternative provisions

- Clause 5.4 applies.
- Where clause 5.4 or 5.5 applies, percentage to cover professional fees: 15 per cent
- Where clause 5.6 applies, insurance arrangements details of the required policy or policies:

# Clause 6.2.3.2 - Service of notices by email

- Clause 6.2.3.2: Applies.
- Employer's email: clerk@hawkinge-tc.gov.uk
- Contractor's email: TO BE COMPLETED BY CONTRACTOR.

#### Clause 7.1 - Notification and negotiation of disputes

- The respective nominees of the Parties are
  - Employer's nominee: Sam Wills
  - Contractor's nominee: TO BE COMPLETED BY CONTRACTOR.
- Or such replacement as each Party may notify to the other from time to time

#### Clause 7.3 - Adjudication

- The Adjudicator is: Chair
- Nominating body: Chartered Institute of Arbitrators

#### Schedule 1 paragraph 2.1 - Arbitration

 Appointor of Arbitrator (and of any replacement): President or a Vice-President of the: Chartered Institute of Arbitrators.

#### **Conditions - No Amendments**

#### **Section 1: Definitions and Interpretation**

#### 1.4 - Reckoning periods of days

Amendments: None

# 1.8 - Applicable law

• Amendments: None

**Section 2: Carrying out the Works - No Amendments** 

**Section 3: Control of the Works - No Amendments** 

**Section 4: Payment - No Amendments** 

**Section 5: Injury, Damage and Insurance - No Amendments** 

**Section 6: Termination - No Amendments** 

**Section 7: Settlement of Disputes - No Amendments** 

Execution

#### Execution

• The Contract: Will be executed as a deed.

**Contract guarantee bond - No Amendments** 

 $\Omega$  End of Section

#### **A30**

# Tendering/ subletting/ supply

#### Main contract tendering

#### 110 Scope

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

#### 145 Tendering procedure

- 1. General: In accordance with the principles of: as set out within the ITQ.
- 2. Arithmetical errors: Overall price is dominant.

#### 160 Exclusions

- 1. Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
- 2. Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

#### 170 Acceptance of tender

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

#### 190 Period of validity

- 1. Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 6 months.
- 2. Date for possession/ commencement: See section A20.

#### Pricing/ submission of documents

#### 210 Preliminaries in the specification

1. The Preliminaries/ General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7/ NRM2.

#### 220 Pricing of preliminaries

- 1. Charges: When pricing Preliminaries, identify separately for each item where, for the purpose of valuing the work, the charge for that item is considered to be:
  - 1.1. Fixed: (i.e. where the charge for the item does not depend on duration).
  - 1.2. Time related: (i.e. where the charge for the item is dependent on duration).

#### 250 Priced documents

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

#### 310 Tender

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

#### 440 Schedule of Rates

- 1. Schedule of Rates (unpriced): Included with the tender documents. The Contractor may insert additional items. All items must be fully priced.
- 2. Fully priced copy
  - 2.1. Submittal date: With the tender

#### 480 Programme

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

#### 500 Tender stage method statements

- 1. Method statements: Prepare, describing how and when the following is to be carried out:
  - 1.1. Installation of play equipment.
- 2. Statements: Submit Within one week of request.

# 520 Design documents

- 1. General:
  - 1.1. Scope: Include the following in the Contractor's Proposals.
  - 1.2. Design drawings: include proposed layouts and play equipment specifications
  - 1.3. Technical information: Play equipment data sheets and any infrastructure works
- 2. Submit: With tender.

#### 530 Substitute products

- 1. Details: If products of different manufacture to those specified are proposed, submit details with the tender giving, reasons for each proposed substitution. Unless notification is given at tender stage, proposals for substitutions may not be considered.
- Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

#### 550 Health and safety information

- 1. Content: Describe the proposed organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- 2. Include
  - 2.1. Policy document: A copy of the Contractor's health and safety policy documents, including risk assessment procedures.
  - 2.2. Records: Accident and sickness records for the past five years and of any previous Health and Safety Executive enforcement action.
  - 2.3. Training: Records of training and training policy.
  - 2.4. Personnel: The proposed number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- 3. Submit: Within one week of request

# 570 Outline construction phase health and safety plan

#### 1. Content:

- 1.1. Risk assessment: Method statements on how risk from hazards identified in the preconstruction information and other hazards identified by the contractor will be addressed. Procedures for carrying out risk assessment and for managing and controlling the risk.
- 1.2. Management system: Details of the proposed management structure, responsibilities and arrangements for issuing health and safety directions. Include procedures for informing other contractors and employees of health and safety hazards.
- 1.3. Selection: Proposed procedure for ensuring competency of other contractors, the selfemployed and designers.
- 1.4. Communication: Procedures for communications between the project team, other contractors and site operatives. Include arrangements for cooperation and coordination between contractors.
- 1.5. Emergency: Procedures including those for fire prevention and escape.
- Records: Arrangements for ensuring that accidents, illness and dangerous occurrences are recorded.
- 1.7. Personnel: Procedures for ensuring that persons on site have received relevant health and safety information and training. Include arrangements for consulting with and taking the views of people on site, for preparing site rules and drawing them to the attention of those affected and ensuring compliance.
- 1.8. Monitoring: Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements. Review procedures to obtain feedback.
- 1.9. Welfare facilities: Include appropriate arrangements.
- 2. Submittal date: Within one week of request.

#### 599 Freedom of Information Act

- Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
- 2. Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
- 3. Confidentiality: Maintain at all times.

#### Subletting/ supply

#### 635 Supply chain agreements

- 1. General: All consultants, subcontractors and suppliers involved in the tasks listed must agree to the principles of collaborative working.
- 2. Agreements in place:
- 3. Proposed agreements: Provide details of all subcontractors/ suppliers who will be entering into framework agreements to undertake the tasks listed.
- 4. Submittal date: Within one week of request

Ω End of Section

#### **A31**

# Provision, content and use of documents

#### **Definitions and interpretations**

#### 110 Definitions

1. Meaning: Terms, derived terms and synonyms used in the Preliminaries/ general conditions and specification are as stated here or in the appropriate referenced document.

#### 120 Communication

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

#### 130 Products

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

#### 135 Site equipment

- 1. Definition: Apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- 2. Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
- 3. Excludes: Products and equipment or anything intended to form or forming part of the permanent works.

#### 140 Drawings

- 1. Definitions: To BSRIA BG 6 Design framework for building services.
- 2. CAD data: In accordance with BS EN ISO 19650.

#### 145 Contractor's choice

1. Meaning: Selection delegated to the Contractor, but liability to remain with the specifier.

#### 150 Contractor's Design

 Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.

#### 155 Submit proposals

1. Meaning: Submit information in response to specified requirements.

#### 160 Terms used in specification

 Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes removal and disposal of associated pipework, wiring, ductwork or other services.

- Remediate: Action or measures taken to lessen, clean up, remove or mitigate the existence of hazardous materials; in accordance with standards, or requirements as may be set out by statutes, rules, regulations or specification.
- 3. Fix: Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging. To include all labour, materials and site equipment for that purpose.
- 4. Supply and fix: As above, but including supply of products, components or systems to be fixed, together with everything necessary for their fixing. All products, components or systems are 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, protect adequately and store until required by the employer/ purchaser, or
  until required for use in the works as instructed.
- Keep for recycling: As 'keep for reuse', but relates to a naturally occurring material rather than a manufactured product.
- 7. Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- 8. Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- 9. Repair: Execute remedial work to restore something to its original working state. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- 10. Refix: Fix removed products.
- 11. Ease: Adjust moving parts of designated products, or work to achieve free movement and good fit in open and closed positions.
- 12. 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.
- 13. System: Equipment, accessories, controls, supports and ancillary items (including installation) necessary for that section of the work to function.
- 14. Building Manual: A document containing information of use to subsequent building owners, occupiers and users about the requirements and procedures for effective operation, maintenance, decommissioning and demolition of the building.

#### 170 Manufacturer and product reference

- 1. Definition: When used in this combination:
  - 1.1. Manufacturer: The person or legal entity under whose name or trademark the particular product, component or system is marketed
  - 1.2. Product reference: The proprietary brand name and/ or identifier by which the particular product, component or system is described.
- 2. Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

#### 200 Substitution of products

- 1. Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- 2. Reasons: Submit reasons for the proposed substitution.
- 3. Information to be submitted:
  - 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 or guarantee.
- 4. Alterations to adjacent work: If needed, advise scope, nature and cost.
- 5. Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

#### 210 Cross references

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

#### 220 Referenced documents

1. Conflicts: Specification prevails over referenced documents.

#### 230 Equivalent products

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

#### 240 Substitution of standards

- 1. Specification: To British Standard or European Standard.
- Substitution: May be proposed complying with a grade or category within a national standard of another Member State of the European Community or an International Standard recognized in the UK.
- 3. Before ordering: Submit notification of all such substitutions.
- 4. Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

#### 250 Currency of documents and information

1. Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the invitation to tender.

#### 260 Sizes

- 1. General dimensions: Products are specified by their co-ordinating sizes.
- Timber: Cross section dimensions shown on drawings are:
   Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.

   Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

#### Documents provided on behalf of the employer

#### 410 Additional copies of drawings/ documents

1. Additional copies: Issued free of charge.

#### 440 Dimensions

1. Scaled dimensions: Do not rely on.

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# 450 Measured quantities

- Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities are not guaranteed.
- 2. Precedence: The specification and drawings shall override the measured quantities.

#### 460 The specification

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

#### 480 Technical documents

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

#### Documents provided by contractor/ subcontractors/ suppliers

#### 600 Contractor's Design information

- 1. General: Complete the design and detailing of parts of the Works as specified.
- 2. Provide: Production information based on the drawings, specification and other information. Liaison to ensure coordination of the work with related building elements and services.
- Master programme: Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
- 4. Information required: site plan design proposals, play equipment specifications, structural designs / infrastructure works
  - 4.1. Format: digital
  - 4.2. Number of copies: one
- 5. Submit: Within one week of request.

#### 620 As-built drawings and information

- 1. Contractor-designed work: Provide drawings / information
  - Provide the following drawings/ information: all design drawings plus play equipment data sheets.
- 2. Submit: At least two weeks before Date for Completion.

#### 630 Technical literature

- 1. Availability: Retain on site for reference by supervisory personnel.
- 2. Information: Manufacturers' current information and relevant British Standards, relating to products to be used in the Works.

#### 640 Maintenance instructions and guarantees

- 1. Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- 2. Information location: In Building Manual.
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: Office hours only.

 $\boldsymbol{\Omega}$  End of Section

#### **A32**

# Management of the works

#### **Generally**

#### 110 Supervision

- 1. 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.

# 118 Vehicle safety requirements

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

#### 120 Insurance

1. Documentary evidence: Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.

#### 125 Professional Indemnity Insurance

- 1. Provide and maintain Professional Indemnity insurance in respect of Contractor Designed Works
  - 1.1. Level of cover: Relates to claims or series of claims arising out of one event.
  - 1.2. Period of insurance for these purposes: 12 years
- 2. Amount of indemnity required: £2 million
- 3. Sub-limits of cover
  - 3.1. Pollution and contamination claims:
    - 3.1.1. Level of cover: An annual aggregate amount.
    - 3.1.2. Limit of cover:
  - 3.2. Asbestos cover:
    - 3.2.1. Level of cover: An annual aggregate amount
    - 3.2.2. Limit of cover:
  - 3.3. Fungal mould cover:
- Expiry of required period of CDP Professional Indemnity insurance: 12 years.

- 5. Documentary evidence: Details and/ or policies and receipts for the insurances required.
- 6. Submittal date: Before starting work on site.

#### 130 Insurance claims

- 1. Notice: If an event occurs that may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person administering the Contract on their behalf and the insurers.
- 2. Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

#### 140 Climatic conditions

- 1. Climatic conditions: Record accurately and retain.
- 2. Information:
  - 2.1. Air temperatures: Daily maximum and minimum, including overnight.
  - 2.2. Delay records: Due to adverse weather, include a description of the weather, the types of work affected and the number of hours lost.

#### 150 Ownership

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

#### Programme/ progress

#### 210 Programme

- 1. Master programme: When requested, and before starting work on site, submit a master programme for the Works in an approved form.
- 2. Include:
  - 2.1. Planning: Planning and mobilization by the Contractor, including subcontractor's work.
  - Engineering services: Running in, adjustment, commissioning and testing of engineering services and installations.
  - 2.3. Instructions: Work resulting from instructions issued in regard to the expenditure of provisional sums.
  - 2.4. Concurrent work: Work by others and concurrent with the Contract. The nature, scope and relevant limitations of which are suitably defined in the Contract Documents, as is the relationship with preceding and following work.
- 3. Number of copies: One
- 4. Submittal date: With tender

#### 240 Notice of commencement of work

- 1. Part of the work: Commencement on site
- 2. Notice period (minimum): Two weeks.

#### 250 Monitoring

- 1. Progress
  - 1.1. Records: Record on a copy of the programme kept on site.
  - 1.2. Delays: Minimize. Take appropriate action to recover lost time.
  - 1.3. Corrective action: Where progress falls below target, submit proposals.
  - 1.4. Submittal date: As soon as possible.

- 1.5. Completion forecast: Submit on the last working day of each week.
- 2. Key Performance Indicators
  - 2.1. Details:
  - 2.2. Performance: Record progress against each KPI.
  - 2.3. Corrective action: If performance falls below target, submit proposals.
  - 2.4. Submittal date: As soon as possible.

#### 260 Site meetings

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- 2. Frequency: Every fortnight
- 3. Location: Hawkinge Town Council
- 4. Accommodation: Ensure availability at the time of such meetings.
- 5. Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
- 6. Chairperson (who will also take and distribute minutes): Contract Administrator

# 280 Photographs

- 1. Number of locations: Every site
- 2. Number of images from each location: 5
- 3. Frequency of intervals: Weekly
- 4. Image format: JPEG
- 5. Other requirements:

# 290 Notice of completion

- Requirement: Give notice of the anticipated Date for Completion of the whole or parts of the Works.
- 2. Associated works: Ensure that necessary access, services and facilities are complete.
- 3. Period of notice (minimum): Two weeks

#### 310 Extensions of time

- 1. 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.
- 2. Details: As soon as possible, submit:
  - Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
  - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion.
  - All other relevant information required.

#### **Control of cost**

#### 420 Removal/ replacement of existing work

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

# 430 Proposed instructions

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

#### 440 Measurement

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

#### 450 Daywork vouchers

- 1. Before commencing work: Give reasonable notice to person countersigning daywork vouchers.
- 2. Content: Before delivery, each voucher must:
  - Be referenced to the instruction under which the work is authorized.
  - Include a full description of the work undertaken and time spent on individual tasks.
  - Be signed by the Contractor's person in charge as evidence that the operatives' names, the time spent by each, and the plant and materials shown are correct.
- 3. Submit: By the end of the week in which the work has been executed.

# 470 Products not incorporated into the Works

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

Ω End of Section

# **A33**

# Quality standards/ control

#### Standards of products and executions

#### 110 Incomplete documentation

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

#### 120 Workmanship skills

- 1. Operatives: Appropriately skilled and experienced for the type and quality of work.
- 2. Registration: With Construction Skills Certification Scheme.
- 3. Verification: When requested, operatives must produce evidence of skills/ qualifications.

#### 130 Quality of products

- 1. Generally: New (proposals for recycled products may be considered).
- 2. 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.
- 4. Tolerances: Where critical, measure a sufficient quantity to determine compliance.
- Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

#### 135 Quality of execution

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

#### 140 Evidence of Compliance

- Proprietary products: Retain on site evidence that the proprietary product specified has been supplied.
- 2. Performance specification: Submit upon request evidence of compliance with performance specifications, including:
  - Test reports indicating properties tested.
  - Pass or fail criteria.
  - Test methods and procedures.
  - · Test results.
  - Identity of testing agency.
  - · Test dates and times.
  - · Identities of witnesses.
  - Analysis of results.

#### 150 Inspections

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

#### 160 Related work

- 1. 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.
- 2. Preparatory work: Ensure that all necessary preparatory work has been carried out.

#### 170 Manufacturer's recommendations/ instructions

- 1. General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
- Exceptions: Submit details of changes to recommendations or instructions.
- 3. Execution: Use ancillary products and accessories supplied or recommended by main product manufacturer.
- 4. Products: Comply with limitations, recommendations and requirements of relevant valid certificates.

#### 180 Water for the works

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

#### Samples/ approvals

## 210 Samples

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

# 220 Approval of products

- 1. Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- 2. 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.
- 3. Complying sample: Retain in good, clean condition on site. Remove when no longer required.

# 230 Approval of execution

- 1. 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.
- 3. Complying sample: Retain in good, clean condition on site. Remove when no longer required.

#### Accuracy/ setting out generally

#### 320 Setting out

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

#### 330 Appearance and fit

- 1. 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.
- 2. General tolerances (maximum): To BS 5606, Tables 1 and 2.

#### 340 Critical dimensions

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

#### 350 Levels of structural floors

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

#### 360 Record drawings

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

#### Services generally

#### 410 Services regulations

1. New or existing services: Comply with the bye-laws or regulations of the relevant statutory authority.

# 420 Water regulations/ bye-laws notification

- 1. Requirements: Notify water Statutory Provider of any work carried out to, or which affects, new or existing services. Submit required plans, diagrams and details.
- 2. Consent: Allow adequate time to receive Statutory Provider's consent before starting work. Inform the Employer immediately if consent is withheld or is granted subject to significant conditions.

#### 430 Water regulations/ bye-laws contractor's certificate

- 1. On completion of the work: Submit a certificate (copy where also required to the water Statutory Provider), including:
  - 1.1. Installation: Description of the new installation and/ or the work carried out to an existing installation, including the address.
  - 1.2. Statement: Confirmation that the installation complies with the relevant water regulations or bye-laws.
  - 1.3. Inspection: Provide the Contractor's name and address, the name and signature of the individual responsible for checking compliance and the date on which the installation was checked.

#### 435 Electrical installation certificate

- 1. Submit: When relevant electrical work is completed.
- 2. Original certificate: To be lodged in the Building Manual.

#### 440 Gas, oil and solid fuel appliance installation certificate

- 1. Before the Completion Date stated in the Contract, submit a certificate stating:
  - 1.1. Installation: Description of the new installation and/ or the work carried out to an existing installation, including the address.
  - 1.2. Safety: Special recommendations or instructions for the safe use and operation of appliances and flues.
  - 1.3. Statement: Confirmation that the installation complies with the appropriate safety, installation and use regulations.
  - 1.4. Inspection: Provide the Contractor's name and address, the date on which the installation was checked and the name, qualifications and signature of the competent person responsible for checking compliance.
- 2. Certificate location:

#### 445 Service runs

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

#### 450 Mechanical and electrical services

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

# Supervision/ inspection/ defective work

#### 525 Access

- 1. Extent: Provide access to the Works at reasonable times; also to other places where the Contractor or subcontractors are preparing work for the Contract.
- Designate:

#### 530 Overtime working

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

#### 540 Defects in existing work

- 1. Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- 2. Documented remedial work: Do not execute work which may hinder access to defective products or work, or be rendered abortive by the remedial work.

#### 560 Tests and inspections

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

#### 570 Air permeability

- 1. Testing organization:
- 2. Method
  - 2.1. Pressure test in accordance with::
- 3. Standard
  - 3.1. Design airtightness value (maximum m³/(h.m²) at 50 Pa ): :
- 4. Results
  - 4.1. Content: Include test results and all supporting data.
  - 4.2. Copies: As required for building control inspection and inclusion in the Building Manual.
  - 4.3. Electronic deposit:
  - 4.4. Additional copies: Provide on request.

#### 580 Continuity of thermal insulation

- 1. Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to the specification.
- 2. Content:
  - Address of premises;
  - the Contractor's name and address;
  - the name, qualification and signature of a competent person responsible for checking compliance; and
  - the date on which the installation was checked.

- 3. Submit: Before completion of the Works.
- 4. Copy: To be lodged in the Building Manual.

#### 590 Resistance to passage of sound

- Method:
- 2. Compliance:
  - 2.1. Copies: Incorporate in the Building Manual.

#### 595 Energy performance certificate

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

#### 610 Defective products/ executions

- 1. Proposals: Where any execution or product is, or appears to be, not in accordance with the Contract, immediately submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- 2. Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

#### Work at or after completion

#### 710 Work before completion

- 1. General: Make good all damage consequent upon the Works.
- 2. Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- 3. Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- 4. Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- 5. COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- 6. 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.
- 7. Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

#### 720 Security at completion

- 1. General: Leave the Works secure with, where appropriate, all accesses closed and locked.
- 2. Keys: Account for and adequately label all keys, and hand over together with an itemized schedule, retaining duplicate schedule signed as a receipt.

#### 730 Making good defects

- 1. Remedial work: Arrange access with .........
- 2. Rectification: Give reasonable notice for access to the various parts of the Works.

3. Completion: Notify when remedial works have been completed.

# 740 Highway/ sewer adoption

- 1. Adoption procedure:
- 2. Details:
- 3. Standard: To the technical approval of the relevant statutory authority
- 4. Defects liability/ rectification period:
- 5. Maintenance: Undertake to the satisfaction of the relevant statutory authority, including:
  - Making good of damage due to reasonable wear and tear occurring during the period.
  - Clean at the end of the period.

 $\Omega$  End of Section

#### **A34**

# Security/ safety/ protection

#### Security, health and safety

#### 110 Pre-construction information

- Location: Integral with the project Preliminaries, including but not restricted to the following sections:
  - 1.1. Description of project: Sections A10 and A11.
  - 1.2. Client's consideration and management requirements: Sections A12, A13 and A36.
  - 1.3. Environmental restrictions and on-site risks: Section A12, A35 and A34.
  - 1.4. Significant design and construction hazards: Section A34.
  - 1.5. The health and safety file: Section A37.

#### 120 Execution hazards

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

#### 130 Product hazards

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

#### 140 Construction phase health and safety plan

- 1. Submission: Present to the employer/ client no later than .........
- Confirmation: Do not start construction work until written confirmation is received that the construction phase health and safety plan includes the procedures and arrangements required by the CDM Regulations.
- 3. Content: Develop the plan from and draw on the outline construction phase health and safety plan, clause A30/570, and the pre-tender health and safety plan/ pre-construction information.

#### 150 Security

- 1. Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- 2. Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
- 3. Special requirements:

#### 160 Stability

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

#### 170 Occupied premises

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

#### 180 Access control

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

#### 190 Occupier's rules and regulations

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

#### 200 Mobile telephones and portable electronic equipment

1. Restrictions on use:

#### 210 Safety provisions for site visits

- 1. Access: Provide at reasonable times.
- Inspections: Agree dates and times several days in advance, to enable affected parties to be present.
- 3. Safety: Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- 4. Protective clothing and/ or equipment: Provide and maintain on site for visitors to the-site.

#### 220 Working precautions/ restrictions

- 1. Hazardous areas: Operatives must take precautions as follows:
  - 1.1. Work area:
  - 1.2. Precautions:
- 2. Permit to work: Operatives must comply with procedures in the following areas:
  - 2.1. Work area:
  - 2.2. Procedures:

# Protect against the following

#### 330 Noise and vibration

- 1. Standard: In accordance with BS 5228-1.
- 2. Noise levels from the Works: Maximum level: ...... dB(A) when measured from ........
- 3. Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- 4. Restrictions: Obtain consent before using percussion tools and other noisy appliances. Do not use radios or other audio equipment, or permit employees to use them in ways or at times that may cause nuisance.

#### 340 Pollution

- 1. Prevention: Protect the site, the works and the general environment (including the atmosphere, land, streams and waterways) against pollution.
- 2. Contamination: If pollution occurs, report immediately, including to the appropriate authorities, and provide relevant information.

#### 350 Pesticides

1. Use: Not permitted.

#### 360 Nuisance

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

#### 370 Asbestos containing materials

 Duty: Report immediately any suspected materials discovered during execution of the works. Do not disturb, and agree methods for safe removal or encapsulation.

#### 371 Dangerous or hazardous substances

1. Duty: Report immediately suspected materials discovered during execution of the works. Do not disturb and agree methods for safe removal or remediation.

#### 375 Antiquities

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

#### 380 Fire prevention

- 1. Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
- Standard: Comply with Fire prevention on construction sites. The joint code of practice on the
  protection from fire of construction sites and buildings undergoing renovation, published by the Fire
  Protection Association (the 'Joint Fire Code').

#### 390 Smoking on-site

1. Smoking on-site: Not permitted.

# 400 Burning on-site

1. Burning on-site: Not permitted.

#### 410 Moisture

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

#### 420 Infected timber/ Contaminated materials

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

#### 430 Waste

- Waste: Includes rubbish, debris, spoil, containers and packaging, and surplus material requiring disposal.
- 2. Requirement: Minimize production and prevent accumulation of waste. Keep the site and works clean and tidy. Clean out voids and cavities in the construction before closing.
- 3. Disposal: Collect and store in suitable containers. Remove from site and dispose of in a safe and competent manner, as approved and directed by the waste regulation authority.
- Recyclable material: Sort and dispose of at a materials recycling facility approved by the waste regulation authority.
- 5. Documentation: Retain on-site.

#### 440 Electromagnetic interference

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

#### 460 Powder actuated fixing systems

1. Use: Not permitted.

#### 470 Invasive species

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

#### Protect the following

#### 510 Existing services

- Confirmation: Notify service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.

- 3. Work adjacent to services: Comply with service authority's or 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.
- 4. Identifying services
  - 4.1. Below ground: Use signboards, giving type and depth.
  - 4.2. Overhead: Use headroom markers.
- Damage to services
  - 5.1. Action: Immediately give notice and notify appropriate service authority/ statutory undertaker.
  - 5.2. Repair: Make arrangements for making good without delay to the satisfaction of service authority, statutory undertaker or other owner as appropriate.
- 6. Liability: Measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- 7. Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

# 520 Roads and footpaths

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

#### 530 Existing topsoil/ subsoil

- 1. 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.
- 2. Protection: Before starting work submit proposals for protective measures.

#### 540 Retained trees/ shrubs/ grassed areas

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

#### 550 Retained trees

- 1. 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 the root protection area.
- 2. Roots: Do not sever if exceeding 25 mm in diameter. If unintentionally severed, give notice and seek advice.
- 3. Ground levels: Do not change within the root protection area.

## 555 Wildlife species and habitats

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

# 560 Existing features

- 1. 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.
- 2. Special requirements:

#### 570 Existing work

- 1. Protection: Prevent damage to existing work, structures or other property during the course of the work.
- 2. Removal: Minimum amount necessary.
- 3. Replacement work: To match existing.

#### 580 Building interiors

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

## 600 Existing furniture, fittings and equipment

- 1. Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.
- 2. Removal by Employer
  - 2.1. Timing: Before work starts in relevant areas.
  - 2.2. Item:

#### 610 Especially valuable/ vulnerable items

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

# 620 Adjoining property

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

#### 625 Adjoining property restrictions

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

#### 630 Existing structures

- 1. Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- 2. Supports
  - 2.1. Standards: In accordance with BS 5975 and BS EN 12812.
  - 2.2. Requirements:

3323 - Hawkinge Town Council Play Park Refurbishment – Planned Maintenance and Refurbishment of Play Parks

Client: Hawkinge Town Council

- 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,
  which 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.
- 3. Adjacent structures: Monitor and immediately report excessive movement.

### 640 Materials for recycling/ reuse

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

## **A35**

# Specific limitations on method/ sequence/ timing

### **Clauses**

### 130 Method/ sequence of work

- 1. Specific Limitations: Include the following in the programme:
  - 1.1. Delivery period and works duration on site. .

## **170 Working Hours**

1. Specific limitations: Mondays - Fridays 8am - 5pm and Saturdays 8am-1pm

### **A36**

## Facilities/ temporary work/ services

### **Generally**

### 110 Spoil heaps, temporary works and services

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

#### **Accommodation - No Amendments**

### **Temporary works**

### 320 Temporary works

1. Employer's specific requirements: Provide: safety fencing during installation works. .

### 340 Name boards/ advertisements

1. Name boards/ advertisements: Not permitted.

#### Services and facilities

### 410 Lighting

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

### 440 Telephones

 Direct communication: As soon as practicable after the start on site, provide the Contractor's person in charge with a mobile telephone.

### 540 Meter readings

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

#### 550 Thermometers

1. General: Provide on site and maintain in accurate condition a maximum and minimum thermometer. Measure atmospheric shade temperature in an approved location.

### 570 Personal protective equipment

- 1. General: Provide the equipment described below for the sole use of other members of the project team, in sizes to be specified.
- 2. Safety helmets:
  - 2.1. Standard: To BS EN 397, neither damaged nor time expired.
  - 2.2. Number required:
- 3. High-visibility waistcoats:
  - 3.1. Standard: To BS EN ISO 20471.
  - 3.2. Class:

- 3.3. Number required:
- 4. Safety boots:
  - 4.1. Standard: To BS EN ISO 20345, with steel insole and toecap.
  - 4.2. Number of pairs required:
- 5. Disposable respirators:
  - 5.1. Standard: To BS EN 149, FFP1S.
  - 5.2. Number required:
- 6. Eye protection:
  - 6.1. Standard: To BS EN ISO 16321-1 and BS EN ISO 16321-3, as appropriate.
  - 6.2. Number required:
- 7. Ear protection:
  - 7.1. Standard: Muffs to BS EN 352-1, plugs to BS EN 352-2.
  - 7.2. Number required:
- 8. Hand protection:
  - 8.1. Standard: To BS EN 388, BS EN 407, BS EN ISO 21420 or BS EN 511 as appropriate.
  - 8.2. Number required:

### **A37**

## Operation/ maintenance of the finished works

### Generally

### 115 The Health and Safety File

- 1. Responsibility: The Contractor
- 2. Content: All as built drawings and specifications.
- 3. Format: Digital
- 4. Delivery to: Contract Administrator By (date): TBA.

### 155 Content of the Building Manual

- 1. General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
- 2. Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
- 3. Building services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
- 4. Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.

### 160 Presentation of Building Manual

- 1. Format:
- 2. Hard copy documents:
  - 2.1. Presentation: A4-size, plastics-covered, loose-leaf, four-ring binders with hard covers, each indexed, divided and appropriately cover-titled.
  - 2.2. 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.
  - 2.3. Number required:
- As-built drawings: The main sets may form annexes to the Building Manual.

#### 190 Maintenance service

- Scope: Provide a comprehensive maintenance service. Include all planned preventative
  maintenance, as set out within the maintenance schedule, and replacement of all consumable
  items
- 2. Plant and equipment to be maintained: Play Equipment
- Terms:
- 4. Commencement: Practical Completion
- 5. Duration: 12 months

Ω End of Section

## **A40**

# Contractor's general cost items: management and staff

### **Clauses**

## 110 Management and staff

1. Cost-significant items:

## **A41**

# Contractor's general cost items: site accommodation

### **Clauses**

### 110 Site accommodation

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

 $\Omega$  End of Section

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A41 Contractor's general cost items: site accommodation

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## **A42**

# Contractor's general cost items: services and facilities

### **Clauses**

### 110 Services and facilities

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

## **A43**

# Contractor's general cost items: mechanical plant

### **Clauses**

## 110 Mechanical plant

1. Cost significant items:

## **A44**

# Contractor's general cost items: temporary works

### Clauses

## 110 Temporary works

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

# A55 Dayworks

#### **Clauses**

### 150 Daywork Charges

- 1. General: Where an instruction is issued requiring a variation which is not of a similar character or executed under similar conditions to work included in the Contract and where work cannot properly be measured and valued, the Contractor shall be allowed payment on a daywork basis at the following rates:
- 2. RICS/ Construction Confederation: Prime cost of labour: The sum of £ ..........
  - 2.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 3. Prime cost of materials and goods: The sum of £ .........
  - Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 4. Prime cost of plant: The sum of £ .........
  - 4.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 5. RICS/ Electrical Contractors' Association: Prime cost of labour: The sum of £ .........
  - 5.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 6. Prime cost of materials and goods: The sum of £ .........
  - Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR
- 7. Prime cost of plant: The sum of £ ..........
  - Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 8. RICS/ Electrical Contractors' Association of Scotland: Prime cost of labour: The sum of £ ..........
  - 8.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 9. Prime cost of materials and goods: The sum of £ .........
  - Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 10. Prime cost of plant: The sum of £ .........
  - Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 11. RICS/ Building Engineering Services Association: Prime cost of labour: The sum of £ .........
  - 11.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 12. Prime cost of materials and goods: The sum of £ .........
  - 12.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 13. Prime cost of plant: The sum of £ ..........
  - 13.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 14. RICS/ National Association of Plumbing, Heating and Mechanical Services contractors: Prime cost of labour: The Sum of £ .........

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Client: Hawkinge Town Council

- 14.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 15. Prime cost of materials and goods: The Sum of £ .........
  - 15.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 16. Prime cost of plant: The Sum of £ .........
  - 16.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.



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