



Volume Three (3)

NEC Contract Document

Reference Number: 2000

Contract for: Car Park and Culvert  
Construction, George Street, Teignmouth

Name of Applicant:

This document must be completed and returned in the published format. Failure to comply with this instruction may result in your Submission being discounted.

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# Part 1: Contract Data:

## 1.1 Conditions of Contract

The Conditions of Contract for the Works will be the NEC4 Engineering & Construction Contract April (2017): Option B Priced Contract with Bill of Quantities

The Conditions of Contract for the Works shall be NEC4 Engineering & Construction Contract (2017) and the following particulars shall apply:	
	The Employer is
Name	Teignbridge District Council
Address	Forde House
	Newton Abbot
	Devon
	TQ12 4XX
	The Contract Manager is
Name	Jamie Shimell
Position	Project Engineer
Telephone	01626 215470
Email address	Jamie.shimell@teignbridge.gov.uk
The works are	<ul style="list-style-type: none"> <li>• Replacement of existing stone culvert with piped culvert.</li> <li>• Construction of new car park.</li> <li>• Construction of new junction / footway.</li> <li>• Construction and installation of landscaping and fencing.</li> <li>• Remedial works to existing stone boundary wall.</li> </ul>
The site is	Brunswick Street, Teignmouth, TQ14 8AH
The language of this Contract is	English
The law of the Contract is	the law of England and Wales, subject to the jurisdiction of the courts of England and Wales
The period for reply is	1 week(s)
The period for retention is	12 months following Completion or earlier termination (retain documents)

The Adjudicator nominating body is	Institution of Civil Engineers	
The tribunal is	Adjudication	
The following matters will be included in the Risk Register	Refer to Health & Safety File	
The parties' main responsibilities	The <i>Employer</i> provides access to the following persons, places and things	
	Access to:	Access date:
	Former Swansons Garage / proposed site	Duration of Works
Time	The <i>starting date</i> : Mid-September 2024 (subject to carriageway booking)	
	The <i>Contractor</i> is to submit a first programme for acceptance within 2 week(s) of the Contract Date.	
	The <i>Contractor</i> submits revised programmes at intervals no longer than weekly thereafter.	
Testing and Defects	The <i>defects date</i> is 52 weeks after Completion of the whole of the <i>works</i>	
	The <i>defects correction period</i> is: <ul style="list-style-type: none"> <li>• Category A (Emergency) 24 hours</li> <li>• Category B (Operational) 48 hours</li> <li>• Category C (All other defects) 3 weeks</li> </ul>	
Payment	The <i>assessment interval</i> is 1 calendar month	
	The <i>currency of this contract</i> is pounds sterling (£)	
	The <i>interest rate</i> is 4.00 % per annum above the base rate in force from time to time of the Bank of England	

			The period within which payments are made is 3 weeks
Compensation events			The place where weather is to be recorded is: Teignmouth
			<p>The <i>weather measurements</i> to be recorded for each calendar month are</p> <ul style="list-style-type: none"> <li>•The cumulative rainfall (mm)</li> <li>•The number of days with rainfall more than 5mm</li> <li>•The number of days with minimum air temperature less than 0 degrees Celsius</li> <li>•1:10 years snow event</li> </ul> <p>And these measurements:</p>
			The <i>weather measurements</i> are supplied by Metoffice.gov.uk
			The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at Newton Abbot and which are available from Metoffice.gov.uk.
			<p><b>Where no recorded data are available</b></p> <p>Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are assumed values to be provided.</p>
Early Warning			<p>The <i>Contractor</i> and the <i>Project Manager</i> give an early warning by notifying the other as soon as either becomes aware of any matter which could:</p> <ul style="list-style-type: none"> <li>•Increase the total of the prices</li> <li>•Delay Completion</li> <li>•Delay meeting a Key Date or</li> <li>•Impair the performance of the works in use.</li> </ul>
Insurance			The amounts of insurance and the periods for which the <i>Contractor</i> maintains insurance are
Event	Cover	Period following Completion of the whole of the <i>works</i> or earlier termination	
failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing services similar to the <i>works</i>	£5,000,000  in respect of each claim, without limit to the number of claims	12 years	

death of or bodily injury to a person (not an employee of the <i>Contractor</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Contractor</i>	£5,000,000  in respect of each claim, without limit to the number of claims	12 years
death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	£5,000,000  in respect of each claim, without limit to the number of claims	12 years
The Employer provides the following insurances	None	
The <i>Contractor's</i> total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	£10,000,000	
Optional statements	The <i>Contractor</i> prepares forecasts of the total expenses at intervals no longer than 4 weeks	
	The key dates and conditions to be met are:	
	Condition to be met	Key date
	Baseline Scoping Document	Project programme
	Project Programme	2 weeks prior to Works commencing
Option X7	Delay damages for Completion of the whole of the works are: £2297.50 per week	
Option X16	Retention of 5% will be retained during the period of the works with 2.5% retained for the defects period (12 Months)	
Option Z	The additional conditions of contract are Z1 to Z11 (inclusive) which are included within this document.	
Z Clauses	As below	
Z1	<b>Accuracy of the Contract</b>	

	<p>(i) The <i>Contractor</i> agrees it has ascertained for itself the adequacy of the information given by the <i>Employer</i> to the <i>Contractor</i> with regard to the provision of work pursuant to this Contract, and shall have obtained all necessary information as to risks, contingencies and any other circumstances which might affect the <i>Contractor's</i> tender.</p> <p>(ii) No claim against the <i>Employer</i> shall be allowed whether in contract, in tort, under the Misrepresentation Act 1967 or otherwise on the ground of any inaccuracy.</p>
	<p><b>Corruption Gifts or Consideration of Any Kind</b></p> <p>The <i>Employer</i> shall be entitled to determine the <i>Contract</i> forthwith and to recover from the <i>Contractor</i> the amount of any loss resulting from such determination if the <i>Contractor</i> shall have offered or given or agreed to be given to any person any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining or execution of this Contract with the <i>Employer</i>, or for showing or forbearing to show favour or disfavour to any other person in relation to this Contract or any other Contract with the <i>Employer</i> or if any of the like acts shall have been done by any person employed by the <i>Contractor</i> or acting on behalf of the <i>Contractor</i> (whether with or without the knowledge of the <i>Contractor</i>) or if in relation to the Contract with the <i>Employer</i> the <i>Contractor</i> or any persons employed by the <i>Contractor</i> shall have committed any offence under the Prevention of Corruption Acts 1889 and 1916 or shall have given any fee or reward the receipt of which is an offence under sub-section 2 of section 117 of the Local Government Act 1972.</p>
Z3	<p>The <i>Employer</i> and the <i>Contractor</i> agree that, insofar as the <i>Contractor</i> has performed a part of the Works before the date of this agreement, the obligations and liabilities of the <i>Contractor</i> under this agreement shall take effect in all respects as if this agreement had been dated prior to the commencement of that part of the Works by the <i>Contractor</i>.</p>

Z4	<p><b>Sub-Contracting and Assignment</b></p> <p>Neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this contract without the prior written consent of the other party, neither may the Contractor sub-contract the whole or any part of its obligations under this contract except with the express prior written consent of the Employer</p>
Z5	<p><b>Equality</b></p> <p>The Contractor shall comply with all current appropriate legislation and without prejudice to that will not discriminate on the grounds of race, skin colour, nationality, ethnic or national origin, gender, sexual orientation, marital status, disability, age, religious belief or class at any time in the execution of this Contract.</p>
Z6	<p><b>Bribery</b></p> <p>The Employer may terminate this Contract and recover all its loss if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things:</p> <ul style="list-style-type: none"> <li>(a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Employer contract (even if the Contractor does not know what has been done), or</li> <li>(b) commit an offence under the Bribery Act 2010, or</li> <li>(c) commit any fraud in connection with this or any other Employer contract whether alone or in conjunction with Employer members, contractors or employees. Any clause limiting the Contractor's liability shall not apply to this clause.</li> </ul>
Z7	<p><b>Data Protection</b></p> <p>The Contractor acknowledges that the Employer is subject to the requirements of the Data Protection Act 1998 ("the DPA") and shall (and shall procure that any of its staff involved in the provision of the Works):</p> <ul style="list-style-type: none"> <li>(d) comply with the requirements of the DPA and any statute, statutory</li> </ul>



	<p>instrument, rule, order or regulation under the DPA;</p> <p>(e) at all times have in place, and maintain to the satisfaction of the Employer, procedures to protect any data from unauthorised or unlawful processing, loss, damage or destruction;</p> <p>(f) keep the Employer fully indemnified against all actions, claims, costs, expenses and damages brought against or suffered by the Employer arising out of any breach of the above conditions or the principles of data protection.</p>
<p>Z8</p>	<p><b>Freedom of Information</b></p> <p>(a) The Contractor acknowledges that the Employer is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with the Employer to enable the Employer to comply with its information disclosure obligations thereunder.</p> <p>(b) The Contractor shall:</p> <p>transfer to the Employer all requests for information that it receives as soon as practicable and in any event within two (2) working days of receiving a request for information;</p> <p>provide the Employer with a copy of all relevant information in its possession, or power in the form that the Employer requires within five (5) working days (or such other period as the Employer may reasonably specify) of the Employer's request; and</p> <p>provide all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to the request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.</p> <p>(c) The Employer shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the</p>

	<p>provisions of the Code of Practice on Government Information, FOIA or the EIR.</p> <p>(d) In no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the Employer.</p> <p>(e) The Contractor shall ensure that all Information held on behalf of the Employer is retained for disclosure for at least twelve (12) years from the date of termination or expiry of the Contract and shall permit the Employer to inspect such information as requested from time to time.</p>
Z9	<p><b>Audit</b></p> <p>The Contractor shall keep and maintain until 12 years after the end of the Contract, full and accurate records of the Contract including the Works supplied under it and all payments made by the Employer. The Contractor shall on request afford the Employer or the Employer's representatives such access to those records as may be requested by the Employer in connection with the Contract or the monitoring of it.</p>
Z10	<p><b>Confidentiality</b></p> <p>(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by sub-clauses Z7(b), Z7(c) and Z7(d).</p> <p>(b) The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA the text of this Contract is not confidential information. The Employer shall be responsible for determining in its absolute discretion whether any part of this Contract is exempt from disclosure in accordance with the provisions of the FOIA.</p>
Z11	<p><b>X7 Delay Damages</b> The Contractor pays delay damages in relation to a failure to achieve the</p>

	Condition on those Key Dates as set out in the Contract Data.
Addendum to the conditions of contract	i) The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under without the written consent of the Employer.
	ii) The Contractor shall not sub-let the whole of the Works. Except where otherwise provided by the Contract the Contractor shall not sub-let any part of the Works without the written consent of the Employer and such consent if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-contractor, his agents, servants or workpeople as fully as if they were the acts defaults or neglects of the Contractor, his agents, servants or workpeople. Any intention to sub-let any part of the works must be notified to the Employer at the time of tendering and details of any proposed sub-contractor shall be provided with the return of the tender documents.

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## Part 2: The Contractor's Offer

	The Contractor is:
Name	
Address	
Post Code	
Telephone	
Email address	
The <i>direct fee percentage</i> is	%
The <i>subcontracted fee percentage</i> is	%
The <i>working areas</i> are the Site and	
	The key persons are:
Name	
Job Title	
Responsibilities	
Qualifications	
Experience	
Name	
Job Title	
Responsibilities	
Qualifications	
Experience	
Name	
Job Title	
Responsibilities	
Qualifications	
Experience	
The following matters will be included in the Risk Register	

The programme identified in the Contract Data is			
The <i>completion date</i> for the whole of the works is			
The <i>bill of quantities</i> is			
The percentage for people overheads is	%		
The published list of Equipment is the latest edition of the list published by			
The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
The rates for other Equipment are	Equipment	Size or capacity	rate
The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate	
The percentage for design overheads is	%		
The categories of design employees whose travelling expenses to and from the Working Areas are included in the Defined Cost are			
The offered total of the Prices is	£		
Signed on behalf of the Contractor			
Name			
Position			
Signature			
Date			

## Part 3: The Employer's Acceptance

The Employer accepts the Contractor's Offer to Provide the Works	
Signed on behalf of the Employer	
Name	
Position	
Signature	
Date	

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## Part 4: Works Information

The Works Information should be a complete and precise statement of the Employer's requirements.

If it is incomplete or imprecise there is a risk that the Contractor will interpret it differently to the Employer's intention. Information provided by the Contractor should be listed in the Works Information only if the Employer is satisfied that it is required, is part of a complete statement of the Employer's requirements and is consistent with the other parts of the Works Information.

The Conditions of Contract for the Works will be the NEC4: Engineering and Construction Short Contract June (2017) Option B: priced contract with bill of quantities

### 1. Description of the Works

**Give a detailed description of what the Contractor is required to do and of any work the Contractor is to design.**

Proposed car park construction is situated at Swanson's Garage, Brunswick Street. The land is under Teignbridge District Council ownership for the use of the public. It is situated in Teignmouth Town Centre, Devon, England.

Works to provide a new car park facility will entail:

- Removal of existing concrete slab and subgrade to specified depths.
- Removal of a section of existing stone culvert incl. temporary works.
- Remediation works to existing stone culvert, incl. new transition inspection chambers.
- Installation of sheet piles and piped culvert.
- Formation of new junction and footway as per S278 agreement, incl. kerbing, surfacing, and lining.
- Formation of new car park, incl. kerbing drainage, boundary wall, kerbing, surfacing, lining, landscaping, and fencing.
- Remediation work to former toilet block wall.
- All associated liaison with utility companies and third parties.

### General Comments

Information noted on the drawings is indicative only and will not relieve the Contractor from his obligatory and contractual responsibilities.

The successful Contractor will act as the sole and Main Contractor and will employ his own specialist sub-contractors as required and approved.

The Contractor will keep a competent foreman on site during all works.

All surrounding infrastructure will need to be protected during the works.

The Contractor is responsible for the design of any necessary temporary works.

The contractor is to undertake all the works as described in the Bills of Quantities, detailed on the contract drawings and in accordance with the Specification. The Contractor **MUST** liaise with the Contract Administrator as well as all statutory Consultees and utility providers to ensure that they adhere to and meet the required standards and specification.

The contractor will undertake the design and execution of the above ground drainage and the electrical works.

2. Drawings		
List the drawings applicable to this contract.		
Drawing number	Revision	Title
200001	C	Scheme Plan
200002	-	General Arrangement Plan
200003	C	Drainage Plan
200005	B	Temporary Culvert Repair Plan
200017	-	CDM Hazard Identification Plan
200018	C	Surfacing and Kerbing Plan
200019	-	Services Plan
200020	A	Lining Plan
200021	C	Levels Plan
200022	B	Boundary & Fencing Plan
200023	A	Street Lighting Plan
Appendix A	-	Culvert Design
Appendix B	-	Boundary Wall Remediation Design
Appendix C	-	Ground Investigation
Appendix D	-	Devon County Council Section 278
Appendix E	-	South West Water Section 185
Appendix F	-	National Grid
Appendix G	-	Street Lighting Design
Appendix H	-	P&D Machine Spec
Appendix I	-	Photographic Survey
	-	Health and Safety File
3. Specification		
List the specifications applicable to this contract.		
Title	Date or revision	Tick if publicly available
BoQ – 2000		Yes
4. Constraints on how the Contractor provides the Works		
State any constraints on the sequence and timing of works and on the methods and conduct of works.		
<p><b>General:</b></p> <ul style="list-style-type: none"> <li>• The Contractor must make allowances for the possibility of inclement weather.</li> <li>• The Contractor is to provide a Construction Health and Safety Plan including method statement and Risk Assessments / plan of works and traffic management plans detailing how the work is to be carried out.</li> <li>• Site establishment and hoarding to be maintained for the duration of the works.</li> <li>• The Contractor must undertake works in such a manner as to limit the potential risk to members of the public.</li> <li>• The suggested site compound area must be kept secure at all times especially when</li> </ul>		



unoccupied.

- Occupation of any site compound must be agreed at least one prior to works commencing on-site. Due to minimal working area compound is proposed to be at Bobbets Garage, Brunswick Street, Teignmouth (to be agreed via license agreement).
- The Contractor will undertake these works during normal working hours Monday to Friday (08:00 – 17:30). Working outside of these hours and/or on Saturday and Sunday will not be allowed without the express consent of the TDC *Project Manager*.
- The Contractor is to state in their RAMS how they propose to implement the works in a safe and controlled manner, accounting for the restricted working area, as access is restricted with no movements over the existing culvert permitted.
- The area of works is within a live environment, adjacent to a public highway and footways. Care must be taken to enable continuous vehicular movements to the surrounding area at all times whilst enabling the construction work to continue.
- The normal operating capacities of local businesses/facilities must not be affected by the works. Careful site management and special site traffic arrangements will be required to phase the work adequately.

#### **Specific Information:**

- **The Contractor MUST first undertake phase 1 culvert remedial works. This work will determine whether this design approach can be replicated for phase 2 and hence proceed with wider works. Should the delivery of phase 1 not be successful Teignbridge District Council shall have the right to abort the scheme without penalty.** Suggested high level phasing below.
  - **Phase 1** – Culvert remedial works and delivery of Northern transition inspection chamber.
  - **Standstill period** – Allow for a stand still period of approx. 3 weeks to allow for unsuccessful delivery of phase 1 (assuming successful delivery standstill period can be reduced).
  - **Phase 2** – Southern transition inspection chamber and precast box culvert delivery.
  - **Phase 3** – Earthworks, Kerbing, Boundary Wall, and Drainage, Surfacing, lining, and landscaping.
- The Contractor must carry out their activities to minimise dust and noise disturbance. **Provide noise, dust and vibration monitoring** at the site perimeter both prior to and during the contract period.
- The Contractor is responsible for the isolation and remove of any services / utilities into the site.
- A photographic survey of the surroundings is to be undertaken by the Contractor before the work commences and agreed with the PM. Provide and maintain all measures necessary to protect the existing buildings, walls and car park from damage and persons from injury.
- The Contractor **MUST** set up the parameters of the site and maintain solid timber hoarding. This will limit the noise and dust that will expel from the site operations. They will be responsible for the continued maintenance / management of this hoarding until it can be dismantled, when site is deemed safe to do so.
- The Contractor must only refuel within the site compound, and not on public highway.
- All waste material from the demolition must be disposed of off-site, unless otherwise agreed with the PM. The site will need to be left level to provide safe pedestrian access across.
- No parking of vehicles within Brunswick Street car park will be permitted, unless it has been previously agreed via way of licence agreement.
- Daily/weekly site meeting between the PM and the Contractor to take place to review the works.
- The Contractor is responsible for the isolation and remove of any services / utilities into

the site.

- Contractor must adhere to the conditions of the planning application.
- **Vehicular movement must not manoeuvre in close proximity to existing culvert** within Swanson's Garage. Culvert to be marked up prior to works commencing.
- Chapter 8 barriers to be used to segregate works from the existing public highway.
- A letter drop to local residents and businesses is required prior to commencement of works. Letter to be agreed with TDC *Project Manager*.
- Contractor to undertake their duties under Devon County Council S278 agreement, for footway / partial carriageway closure.

#### 5. Requirements for the Programme

**State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.**

**Programme should be submitted as an appendix in the form of a GANTT Chart and will be evaluated as part of the award criteria. The GANTT Chart should outline start and completion dates for all operations and activities to complete the works.**

- The program will be updated and agreed with the Contract Administrator
- within 2 weeks of commencement of the works.
- The Contractor must submit a work programme for the works in the form of a Gantt Chart with start and completion dates for all operations and activities to complete the Works within the Contract Period.
- The Contractor must submit a Construction Phase plan on how they propose to carry out works.

#### 6. Services and other things provided by the Employer

**Describe what the Contractor will provide such as services (including water and electricity) and "free issue" Plant and Materials and equipment.**

Item	Date by which it will be supplied
All water to be supplied by the Contractor	Commencement of works
Electricity will supplied by the Contractor	Commencement of works
All necessary labour, plant, materials, supervision and preliminaries required to carry out and complete the contract works.	By the dates as necessary to meet the contract completion date.
The contractor will be responsible for providing their own welfare facilities, and must be in line with the Health and Safety Executive (HSE) minimum requirements for welfare. For further details, please refer to <a href="http://www.hse.gov.uk/pubns/cis59.pdf">http://www.hse.gov.uk/pubns/cis59.pdf</a>	Prior to contract commencement.

## Part 5: Site Information

**Give information about the site such as the ground conditions and any other information which is likely to affect the Contractor's work such as limitations on access and the position of adjacent structures.**

### **General**

- Public access into the surrounding facilities must remain open for continuous use. Traffic Management to be in place to manage this operation. Works must be phased to allow continuous use.
- The final extents of the compound area are to be agreed onsite between the project manager and the contractor.
- The Contractor will be responsible for correcting any damage or reinstatement at their own expense in the compound area, caused by themselves during the works period.
- The Contractor must install signage to advise the public or the areas closed off during the works.
- The Contractor can contact the Project Manager via [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) to request a site visit during the tender period.

### **Specific**

- Access will be via the adjoining public highway "Brunswick Street / George Street".
- Existing culvert to be replaced prior to car park work commencing, contractor to liaise with TDC representative for phasing.

# Part 6: Pre-Construction Health and Safety Information

## Pre-construction Health & safety information

### 1. Description of Project

#### Introduction

Construction work carries with it inevitable risks to the Health, Safety and Welfare of those persons at work or to persons who may be affected by the work of such a person at work.

The following Health and Safety information must be read in conjunction with the overriding requirement to comply with the Health and Safety at Work etc Act 1974 and the Construction (Design and Management) Regulations 2015.

Pre-construction Health & safety	Car park and culvert construction – George Street
Site Location:	George Street, Teignmouth
Start of Construction:	December 2025 / January 2026 (TBA)
Finish of Construction:	TBA (Contractor to issue a programme within submission)
Duration:	To be shown via programme
Phasing:	To be shown via programme
Contractor's mobilization period:	The period between appointment, and start on site (To be Agreed)
<b>Client Details</b>	
Name:	Tom Phillips
Address	Teignbridge District Council, Forde House, Brunel Road, Newton Abbot TQ12 4XX
<b>Designer Details</b>	
Name:	Jamie Shimell
Address	Teignbridge District Council, Forde House, Brunel Road, Newton Abbot TQ12 4XX
Tel:	01626 215470
E-mail address:	Jamie.shimell@teignbridge.gov.uk
Scope of work:	Project Manager
Will the Structure be used as a workplace?	No

	Details	Location	Contact
Existing Records	Designers Risk assessments	Enclosed	01626 215470
	Existing Services Plans	Enclosed	01626 215470
	Appendices	Enclosed	01626 215470
	Drawings available on request	Enclosed	01626 215470

## 2. Clients Considerations and Management Requirements

### (a) Planning and Managing the Construction Work, Including Safety Goals:

(i) The Principal *Contractor* is reminded that he is responsible for taking such steps to prevent personal injury and/or damage to property that may be reasonably foreseeable, for insuring against injury or damage to persons and/or property and for safeguarding the Works against damage and/or theft. This requirement will be deemed to include injury and/or damage caused through unauthorised, but foreseeable, access to the site and for all measures necessary inclusive of any day and/or night watching and lighting, security presence/patrols, etc.

(ii) The Principal *Contractor* shall copy details of all reportable (RIDDOR) and all non-reportable injuries, accidents, incidents and dangerous occurrences that occur during the contract to the Principal Designer.

(iii) The Principal *Contractor* must plan, manage, monitor and co-ordinate site safety during the construction phase, including but not limited to:

- Liaising with *Client* and Principal Designer.
- Organising coordination between Sub*Contractor*s and their works.

(iv) Works will be restricted to normal working hours between 08.00 and 17.30 hours, Monday to Friday. Working outside of these hours and/or on Saturday and Sunday will not be allowed without the express consent of the *Client* / *Project Manager*.

(v) *Contractor*s shall ensure that radios and other audio equipment are not to be played and that no rubbish and/or waste is to be burnt on site.

(vi) Construction Phase Plan:	The Construction Phase Health and Safety Plan must be submitted to the client not less than one week before the proposed date for the start of construction work.
(vii) Commencement of Works:	No construction work is to commence until confirmation has been received in writing from the client that the construction phase health and safety plan is deemed suitable.
(viii) F10 Notifiable Projects:	Yes
(ix) Safety Goals:	The Principal Contractor shall ensure that the works do not adversely affect the health and safety of members of the public. The Principle Contractor shall comply with all statutory requirements as a minimum standard.

## **(b) Site Specifics**

### **(i) Liaison Arrangements Between: Parties**

The Contractor shall liaise closely with: Jamie Shimell  
Relevant telephone numbers are: 01626 215470

### **(ii) Security Arrangements:**

The Principal Contractor is responsible for the security of the site for the duration of the works (including 'out of hours') and for securing all work areas from public access with appropriate fencing and signage.

The Contractor should anticipate a moderate level of anti-social behaviour and must plan for this accordingly.

### **(iii) Welfare Provisions**

The Principle Contractor must make due allowance for liaison with the Client and Principal Designer for the inspection of site welfare provisions at all times. The contractor will be responsible for providing their own welfare facilities, and must be in line with the Health and Safety Executive (HSE) minimum requirements for welfare. For further details, please refer to <http://www.hse.gov.uk/pubns/cis59.pdf>

## **(c) Site Arrangements**

### **(i) Specific Site Hoarding or Protection arrangements**

The site must be suitably protected against anti-social behaviour as stated above. In addition, protection measures must be in place to prevent any debris or materials from being transported, blown or thrown into the adjacent recreation and play area. In the event of this happening, the site may be closed at the contractor's expense until suitable arrangements have been implemented.

### **(ii) Site transport arrangements or vehicle movement restrictions**

Contractors will not be allowed to park their vehicles adjacent to the site. There is a public pay and display car park nearby or Bobbets Garage.

### **(iii) Fire Precautions**

The contractor will not use any naked flames within the site area.

### **(iv) Emergency Procedures**

The nearest hospital with accident and emergency facilities is:-

<b>Newton Abbot Hospital</b> (Minor Injuries)	<b>Torbay Hospital</b> (Minor and Major Injuries)
Jetty Marsh Road	Lawes Bridge
Newton Abbot	Torquay
Devon	Devon
TQ12 2TS	TQ2 7AA
Open 8:00 – 22:00	Open 24 Hours

<p>Can treat a wide variety of problems including:</p> <ul style="list-style-type: none"> <li>• Cuts and grazes</li> <li>• Sprains and strains</li> <li>• Broken bones (fractures)</li> <li>• Bites and stings (including human bites)</li> <li>• Infected wounds</li> <li>• Minor head injuries and eye problems, such as minor eye infections, scratches or something that is stuck in the eye.</li> </ul>	<p>Can treat a wide variety of Accidents &amp; Emergencies</p>
<p>(viii) <b>Smoking and parking restrictions</b> There is to be no smoking onsite.</p>	
<p><b>3. Environmental Restrictions and Existing On-Site Risks.</b></p>	
<p><b>(a) Safety Hazards</b></p>	
<p>(i) <b>Boundaries and Access:</b> Access to the site will be via Brunswick Street / George Street, Teignmouth.</p> <ul style="list-style-type: none"> <li>• Careful site management and special site traffic arrangements will be required.</li> </ul>	
<p>(ii) <b>Deliveries, Waste collection or Storage:</b></p> <ul style="list-style-type: none"> <li>• The Principal Contractor will liaise with the Project Manager regarding maintenance of access and parking, deliveries and unloading to help keep continuous access to site.</li> <li>• The contractor must supervise all deliveries and all waste removal to and from the work area at all times. The contractor will also describe how materials will be safely transported to site.</li> <li>• The Principle Contractor to take complete responsibility for the construction site at beginning of construction phase with details of their arrangements in the Construction Phase Plan.</li> </ul>	
<p>(iii) <b>Existing Storage of Hazardous Materials:</b> All excavated material to be transported off site to a licensed tip</p>	
<p>(iv) <b>Location of Existing Services:</b> Particular care must be exercised when working in the vicinity of existing public and private services and all measures should be taken to establish their location prior to carrying out any works. Utility plans will be provided from the Principal Designer within tender documents. All services are to be treated as live until proven to be otherwise.</p>	
<p>(v) <b>Adjacent Land Uses</b></p> <ol style="list-style-type: none"> <li>1. Route into Teignmouth Town Centre</li> <li>2. Car Park</li> <li>3. Residential &amp; commercial properties</li> <li>4. Brunswick Street</li> </ol>	
<p>(vi) <b>Existing Structures</b> Site is adjoined by an existing toilets block and retaining wall, care to be taken while working in close proximity to these structures. Existing culvert within the proposed site, not vehicular movements permitted over this structure.</p>	



**(b) Health Hazards:**

**(i) Asbestos:**

Particular care must be exercised when working in the vicinity of known asbestos containing materials and all measures should be taken to establish their location prior to carrying out any works.

**(ii) Health Risks Arising from Clients Activities:**

N/A

**(iii) Contaminated land:**

Refer to GI information (Appendix D).

#### **4. Significant Design and Construction Hazards**

**(a) Arrangements for Co-ordination of On-going Design Work and handling design changes:**

All Correspondence in regards to design and contracts is to be via Jamie Shimell, telephone number: 01626 215470

**(b) Significant and Principal Risks:**

Details for the location of all risk assessments conducted as part of this project can be found within section 1 (d) of this document.

The Principal Contractor shall prepare Method Statements relative to each of the risks which have been identified in the Designers Risk Assessment, but could not be designed out of the proposed works.

#### **5. The Health and Safety File**

The Principal Contractor must implement an effective management system by which the requisite information can be provided to the Client for inclusion in the existing Health and Safety File, this should include (as appropriate):-

(a) A brief description of the work carried out.

And as appropriate,

(b) Residual hazards and how they have been dealt with (for example, surveys or other information concerning asbestos, contaminated land, water bearing strata, buried services).

(d) Any hazard associated with the materials used (for example, hazardous substances, lead paint, special coatings which should not be burned off).

(f) Health and safety information about equipment provided for cleaning or maintaining the structure.

(g) The nature, location and marking of significant services