

Appendix 2 – Preliminaries (Lot 1)

For

Construction and Highways Works & Services Framework

Lot 1 Roofing Works – Flat / Pitched – Responsive & Minor Works (LOT 1)

Issue	Status	Author	Date	Check	Date	Authorised	Date
V2	Tender	JDG	19/11/18	IEF	19/11/18	IEF	19/11/18



A10 PROJECT PARTICULARS

- 110 THE PROJECT:
Name: Lot 1 Roofing Works – Flat / Pitched – Responsive & Minor Works
Nature: Responsive and Minor Roofing Works
Location: Schools, Council Buildings and Sites in Oldham
Length of Contract: Works to be carried out over a two year period commencing 1st May 2019 (plus option to extend for a further 2 years on 1 year increments)
- 120 EMPLOYER (CLIENT):
Name: Oldham Council
Address: Civic Centre, West Street, Oldham OL1 1UL
Telephone: 0161-770-3000
- 130 PRINCIPAL CONTRACTOR: The Contractor.
- 140 CONTRACT ADMINISTRATOR:
Name: Unity Partnership Limited
Address: Henshaw House, Cheapside, Oldham OL1 1NY
Telephone: 0161-770-3000
- 150 PRINCIPAL DESIGNER:
Name: Unity Partnership Limited
Address: Henshaw House, Cheapside, Oldham OL1 1NY
Telephone: 0161-770-3000
- 160 BUILDING CONTROL
Name: Oldham MBC Building Control.
Address: Civic Centre, PO Box 30, West Street, Oldham OL1 1UQ
Telephone: 0161-770-4122

A11 TENDER AND CONTRACT DOCUMENTS

190 STANDING ORDER OF THE COUNCIL:

Every contract let by the Council shall be subject to the Authorities Standing Orders and Financial Regulations relating to contracts in force at the time.

The Standing Orders may be inspected during normal office hours at the offices of the Assistant Chief Executive for Performance, Service & Capacity - Legal Section. The Financial Regulations may be inspected during normal office hours at the offices of the Assistant Chief Executive for Performance, Services & Capacity.

200 CARTELS:

The Contractor shall not be party to a cartel whether price-fixing, market -sharing or otherwise. If, however, it becomes apparent that the Contractor is party to a cartel (of any kind) the Council will promptly report the fact (with details of the surrounding circumstances) to the Office of Fair Trading and if any accounts or the Contractor await(s) certification for payment at that time liquidated damages at the rate of 15% shall be deducted from the amount or amounts due thereunder and from any such account presented for payment by the Contractor subsequently.

If any relevant account or accounts of the Contractor has / have already been paid in full the Council reserves the right to seek compensation from the Contractor and, if necessary, to sue for damages of such amounts as may be advised. At its discretion it may also have recourse to any retention money it is holding. The above mentioned right to liquidated damages shall be additional to any such right which may arise under any other provision of the Contract. In any sub-contract into which the Contractor shall enter to enable him to discharge his obligations to the Council he will include provision to the same effect as above.

210 AUDITING OF ACCOUNTS:

The Employer may require to examine the documents or records relating to the interim payment and to the Final Account and he shall be entitled to receive any information or explanations he may require in pursuance of such examinations. This is required by Employer Financial Regulations dated November 1977. Payment shall be subject always to the Employers right to withhold a reasonable sum until the Employers Audit has issued a clearance notice in connection with the adjustment of the Contract Sum in accordance with the Contract Conditions. If any errors are found by the Audit, the withheld sum shall be adjusted by the amount of the error and the balance shall be paid by the Employer to or received from, the Contractor.

220 ACCOUNTS:

For Contracts over £75,000 the Contractor must submit to the Assistant Chief Executive for Performance, Services & Capacity the following when requested:-

- a) Copies of the last two years audited accounts
- b) A schedule detailing the contract work being undertaken, showing the contract sum of each job and the percentage practically complete for each of the schemes.
- c) Names and addresses of the Contractors Bankers.

This information will be requested on the letter of intent.

230 LOCAL AUTHORITY FEES AND CHARGES:

The Contractor shall include for all fees and charges (including any rates of taxes) legally demandable in aspect of the works including temporary buildings.

240 VALUE ADDED TAX:

The Employer is a contractor for the purpose of the Finance Nr. 2 Act 1975 - and the Finance Act 1989 - Statutory tax deduction scheme.

The Contractor will be required to satisfy the Employer, prior to signing the Contract that he has an appropriate Sub-Contractor's certificate from the Inland Revenue.

The Contractor is also reminded that it is his duty and responsibility to satisfy himself that all sub-contractors, whether Nominated or otherwise also hold an appropriate Sub-Contractor's Certificate from the Inland Revenue.

The Contractor should provide a tax invoice for each application for payment under this Contract which shall include the following:-

An invoice number.

Name, address and VAT registration number.

The date.

The name of the Employer in Oldham Council.

A description of the goods supplied or works carried out.

The total charge made exclusive of VAT.

The total VAT payable.

Breakdown of amount in labour and materials.

Payment of the VAT element of the works will only be made if the invoice is received with the application for payment for work done, or alternatively will be made separately upon receipt of the tax voucher.

The Pricing Document Rates are exclusive of VAT.

250 EQUAL OPPORTUNITIES:

The Contractor shall have a policy to comply with its statutory obligations under the Race Relations Act 1976 and the Race Relations Amendment Act 2000 and accordingly, will not treat one group of people less favourably than others in relation to decisions to recruit, train or promote its personnel.

All Contracts shall include conditions reflecting the Council's commitment to good race relations and shall be based on its duties under the Race Relations (Amendment) Act 2000.

In the event of any findings of unlawful racial discrimination being made against the Contractor by any court or industrial tribunal, or of an adverse finding in any formal investigation by the Commission for Racial Equality, the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination. The Contractor shall, on request, provide the Council with details of any steps taken.

The Contractor shall set out its policy on race relations:

1. The instructions to those concerned with recruitment, training and promotion.
2. In documents available to its personnel, recognised trade unions or other representative groups of its personnel.
3. In recruitment advertisements and other literature.

The Contractor shall, on request, provide the Council with examples of the instructions and other documents, recruitment advertisements and other literature.

The Contractor shall observe as far as possible the Commission for Racial Equality's Code of Practice in employment as approved by Parliament in 1983, which gives practice guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities.

Racial equality is essential to building a strong and inclusive community in Oldham. It is estimated that 11 percent of the Borough's current population is of an ethnic minority heritage.

Local KPI's will be used as a mechanism to monitor the Contractor's performance in equal opportunities and recruitment policies and with specific reference to numbers of trainees and work experience places and employment of the local labour force.

Contractors are required to 'drive' these approaches through local sub-contractors, suppliers and other members and associated members of the supply chain.

260 LABOUR, APPRENTICESHIPS AND WORK EXPERIENCE

Contractors actively engaged on construction projects in Oldham should pursue employment of a workforce which is representative of the Borough's population. Copies of adverts should include a reference to make clear that applicants are welcome from ethnic minorities and underrepresented sections of the community.

Advertisements appropriately placed in local newspapers, magazines and journals as well as liaison with local job centres which administer Government sponsored programmes designed to help the underemployed find work, e.g. New Deals.

Contractors employed by the Council are required to support Apprenticeship Schemes, by providing apprenticeships to people representative of the population of Oldham, with where possible an annual intake of apprentices. Support should be provided during the required training period to provide attendance at a recognised college on a day release basis. Oldham College are a local college who provide training in construction.

Contractors are encouraged to interact with schools to encourage students to consider construction as a future career, offering career advice.

Contact can be made with Oldham Regeneration to pursue creating opportunities to develop and support the Intermediate Labour Market (ILM) to bring excluded and underrepresented groups forward for employment within the construction sector.

Contractors are required to consider the provision of training opportunities for trainees with an approved development and training agenda in construction management / administration and associated careers. Support should be provided for HNC / HND / Degree or NVQ programmes with qualifications linked to further education establishments i.e. Oldham College, Oldham Sixth Form College or similar provider, in line with the provision of work needs.

Contractors are required to link into the Government training schemes where possible, such as the New Deals scheme.

Contractors are required to support the provisions of work experience opportunities by providing work experience places for young people from schools in Oldham.

The provision of these places shall be to school pupils who are representative of the population of Oldham. These places, usually of short term duration (two week period), are to allow students to obtain at first hand, life within the Construction Industry and for them to be placed in a position to consider careers within the industry when they leave school.

Positions should be made available to students in trade and in management / administration and provide future career advice.

Contacts with local schools to organise the placing of work experience students can be made through the Council, telephone 0161-770-4342.

A12 THE SITE/EXISTING BUILDINGS

110 THE SITE:

Description: Schools, Council Buildings and Sites in Oldham. The Council may add or remove premises from time to time and notice will be given to the Contractor of any changes.

120 EXISTING BUILDINGS ON / ADJACENT TO THE SITE:

Description: Schools, Public Buildings and Sites in Oldham.

185 HEALTH AND SAFETY FILES:

For the site/building may be available for inspection by appointment during normal office hours at the office of the Contract Administrator.

200 ACCESS TO THE SITE FOR RESPONSIVE REPAIRS:

Gain access at times reasonably convenient to the building manager/occupants.

Take all reasonable steps to ensure that there is as little disturbance and inconvenience as possible. Unless otherwise agreed, at the end of the working day make the premises habitable.

Remove and replace furniture and fittings as required for the completion of the works.

All works to be undertaken strictly via appointment only. No abortive costs will be considered if there is an abortive visit made with appointment.

210 PARKING:

Restrictions on parking of the Contractor's and employees' vehicles: Restricted to public car park spaces or by agreement with premise manager.

220 USE OF THE SITE:

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

230 SURROUNDING LAND/BUILDING USES:

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

The Contractors attention is drawn to the fact the sites are within the curtilages of public buildings which may give rise to problems of trespass and vandalism.

240 HEALTH AND SAFETY HAZARDS:

General: The nature and condition of the site / building cannot be fully and certainly ascertained before it is open up. However the following hazards are or may be present: The Contractors attention drawn to the possibility that risks may be present on site.

Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.

Site Staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

250 SITE VISIT:

Before tendering: The Contractor shall visit the site and shall include in his tender for all matters due to the nature of the site, the availability and conditions affecting labour, the operation of plant, the delivery and storage of materials, the security and the proximity of adjoining properties and the roads and the means of access to the site. No claim made by the Contractor will be admitted on the grounds of deficiency of knowledge in such matters.

The Contractor shall be deemed to have satisfied himself as regards existing roadways or other means of communication with and access to the site, the contours thereof, the risk of injury or damage to property adjacent to the site or to the occupier of such property, the nature of the materials (whether natural or otherwise) to be excavated, the conditions under which the Works will have to be carried out, the supply of and the conditions affecting labour, the facilities for obtaining the materials or articles referred to in this specification and generally to have obtained his own information on all matters affecting the execution of the Works and the prices tendered therefore, no claim by the Contractor for additional payment will be allowed on the grounds that he did not or could not foresee any matter which may in effect or have effected the execution of the Works.

A13 DESCRIPTION OF THE WORK

120 THE WORK:
Responsive and Minor Roofing Works to Schools, Council Buildings and Sites in Oldham under a JCT Measured Term Contract.

The Council by agreement with the Contractor may alter or create new pricing document items at any time during the contract.

130 The Tenderers attention is drawn to an agreement that OMBC have a separate 'Emergency' service outside this proposed contract called 'First Response Services'. This service is generally the first contact point for all OMBC emergency issues, as such this may on occasion overlap with the services of this contract and consequently, follow up works may be requested via the First Response Service Team. A copy of the operational 'Terms of Reference' is available on request.

A20 JCT MEASURED TERM CONTRACT 2016 (MTC)

The Contract: JCT Measured Term Contract 2016 (MTC)

Requirement: Allow for the obligations, liabilities and services described therein against the following headings:

THE RECITALS

First - The Contract Area: Schools, Council Buildings and Sites within Oldham.

THE ARTICLES

3 - Contract Administrator:
See clause A10/140.

4 – Principal Designer:
See clause A10/150.

5 - Principal Contractor
See clause A10/130.

CONTRACT PARTICULARS

1 Properties and description of the types of work

(First Recital)

1.1 List of properties in the Contract Area in respect of which Order may be issued:
Schools, Council Buildings and Sites within Oldham.

1.2 Description of the types of work for which Orders may be issued:
As per Appendix 1 – Particular Specification / Pricing Schedule.

2 Supplemental Provisions

(Fifth Recital and Schedule)

Collaborative working: Supplemental Provision 1 applies.

Health and safety: Supplemental Provision 2 applies.

Cost savings and value improvements: Supplemental Provision 3 applies.

Sustainable development and environmental considerations: Supplemental Provision 4 applies.

Performance indicators and monitoring: Supplemental Provision 5 applies – see A34 500.

Notification and negotiation of disputes: Supplemental Provision 6 applies.

Where Supplemental Provision 6 applies, the respective nominees of the parties are:

- Employer's nominee: TBA.
- Contractor's nominee: TBA.

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

3 Contract Period

(Article 1 and Clause 7.1)

Subject to Clause 7.1 the Contract Period will be 2 years (plus option to extend for a further 2 years on 1 year increments) commencing on 1st May 2019.

4 Arbitration

(Article 7)

Article 7 and Clauses 9.3 to 9.8 apply.

5 BIM Protocol

Not applicable

6 Orders – minimum and maximum value

(Clause 2.4)

Minimum value of any one Order to be issued:

£1.00 (one pound)

Maximum value of any one Order to be issued:

£9,999.00 (nine thousand nine hundred and ninety nine pounds)

7 Orders – value of work to be carried out

(Clause 2.5)

Approximate anticipated value of work to be carried out under this Contract:

£150,000.00 per annum

8 Orders – priority coding

(Clause 2.6)

Priority 1 These orders may be initiated by the telephone, in writing or by other means to the Contractor. The Contractor shall attend **within 1 hour** of receipt of the request. Priority 1 orders may be issued at any time and on any day throughout the year.

Priority 2 – These orders may be initiated by telephone, in writing or other means to the Contractor. The contractor shall complete the works **within the same working day**. Priority 2 orders may be issued at any time and on any day throughout the year.

Priority 3 – These orders may be initiated by telephone, in writing or other means to the Contractor. The contractor shall complete the works **within twenty four consecutive hours**. Priority 3 orders may be issued at any time and on any day throughout the year.

Priority 4 – These orders may be initiated by telephone, in writing or by other means to the Contractor and may specify the applicable Pricing Document Items. The order may specify when the Contractor may gain access to the works. Appointments may be made specifying a particular am or pm of a working day giving a minimum of 24 hours notice. Works are to be completed **within three working days**.

Priority 5 – These orders may be initiated by telephone, in writing, or by other means to the Contractor and may specify the applicable Pricing Document Items. The order may specify when the Contractor may gain access to carry out the works. Appointments may be made specifying a particular am or pm of a working day giving a minimum 24 hours notice. Works are to be completed **within five working days**

Priority 6 – These orders may be initiated by telephone, in writing, or by other means to the Contractor and may specify the applicable Pricing Document Items. The order may specify when the Contractor may gain access to carry out the works. Appointments may be made specifying a particular am or pm of a working day giving a minimum 24 hours notice. Works are to be completed **within ten working days**

Priority 7 – These orders may be initiated by telephone, in writing, or by other means to the Contractor and may specify the applicable Pricing Document Items. Works are to be completed **within twenty one working days**.

Priority 8 – These orders may be initiated by telephone, in writing, or by other means to the Contractor and may specify the applicable Pricing Document Items. Works are to be completed **within thirty five working days**.

9 Construction Industry Scheme (CIS)

(Clause 4.2)

The Employer at the commencement of the Contract period *is* a 'contractor' for the purposes of the CIS.

10 Progress payments

(Clauses 4.3, 4.4 and 4.5)

Estimate value of an Order above which progress payments can be applied for:
£2,500.00

The Valuation Date is the last day of each month.

11 Responsibility for measurement and valuation

(Clause 5.2)

The Contractor shall measure and value all Orders.

12 Schedule of Rates

(Clause 5.3, 5.6.1 and 5.6.2)

12.1 The Schedule of Rates is the Particular Specification / Pricing Schedule contained within Appendix 1 which is to be priced by the Contractor.

12.2 Not Applicable.

12.3 Rates – Fluctuations: Clause 5.6.1 – applies.

12.4 Basis and dates of revision:

The rates contained within the Particular Specification / Pricing Schedule will be fixed for the first two years.

The basis on which the Particular Specification / Pricing Schedule is to be revised under clause 5.6.1.2 for years 3 and 4 (if applicable) is the percentage change from previous year of the Building Maintenance Institution Local Authority Maintenance Cost Indices published by the Royal Institution of Chartered Surveyors 'General Maintenance'. Therefore 2021 to be compared against 2020 and 2022 to be compared against 2021.

The dates at which the Particular Specification / Pricing Schedule is to be revised are: Annually from the 1st May commencing 2021.

13 Daywork

(Clause 5.4, 5.6.3 and 5.6.4)

13.1 Valuation – Percentage additions. Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:

- Overheads and profit on materials: (Contractor to price)
- Overheads and profit on Plant, Services and consumable Stores: (Contractor to price)
- Overheads and Profit on Sub-Contractors: (Contractor to price)

13.2 Revision of Schedule of Hourly Charges: Clause 5.6.3 does not apply.

14 Overtime work

(Clause 5.7)

The percentage addition in respect of overheads and profit for non-productive overtime is: Not applicable.

15 Insurance

(Clause 6.4.1, 6.7A, 6.7B, 6.8 and 6.11)

15.1 Insurance cover for any one occurrence or series of occurrences arising out of one event is:

- Public Liability: The amount of the minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) due to activity in connection with this contract for any one event is £5 million.
- Employers Liability: The amount of the minimum limit of indemnity for insurance in respect of injury or damage to property other than the works and death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract is £10 million.
- Under no circumstance will the *Employer* approve any insurance policy which provides for an excess of more than £1,000 payable by the *Contractor*.

15.2 Percentage to cover professional fees: 10%

15.3 Insurance of existing structures – clause 6.7A.1 applies

15.4 Insurance of work or supply comprised in Orders – clause 6.7B applies

15.5 Annual renewal date of insurance as supplied by the Contractor: TBA

15.6 Terrorism Cover – not required.

16 Break Provisions – Employer or Contractor

(Clause 7.1)

The period of notice: 13 weeks.

17 Settlement of Disputes

(Clause 9.2, 9.3 and 9.4.1)

Adjudication:

- Nominator of Adjudicator: President or Vice President or Chairman or a Vice Chairman: The Royal Institution of Chartered Surveyors.

Arbitration:

- Appointment of Arbitrator (and of any replacement): President or a Vice President: The Royal Institution of Chartered Surveyors.

Attestation

The contract will be executed: as a deed.

CONDITIONS

Section 1. Definitions and interpretation

Section 2. Carrying out Work

Section 3. Control of Work

Section 4. Payment

Section 5. Measurement and Valuation

Section 6. Injury, Damage and Insurance

Section 7. Break Provision – Rights of each Party

Section 8. Termination for Default, etc.

Section 9. Settlement of Disputes

AMENDMENTS:

Amendments, qualifications or modifications to the Form of Agreement set out below will be incorporated in the Contract and the provisions of the Articles of Agreement and the annexed conditions shall have effect as so amended, qualified or modified.

Clause 4.6.1

Payment of certificates

Omit

'shall be 14 days from the date of issue of that certificate.'

Add

'shall be 30 days from the date of issue of that certificate.'

Add New Clause 6.15

Contractor's Insurance of his Liability

All policies shall be with an insurance company approved by the Employer and shall be endorsed to protect the Employer in like manner as the Contractor against the possibility of the Employer being joined in any action arising from the negligence, omission or default of the Contractor, his servants or agents or any sub-contractor, his servants or agents whilst carrying out the works.

Add New Clause 6.16

Contractor's Insurance for Apprentices

Successful contractor to provide adequate insurance cover for training and site experience support for their own and Unity Partnership mature apprentices.

Omit Clause 7.1

Break Notice

Add Clause 7.1

Break Notice

The Employer shall have the right to reduce the duration of the Contract Period by giving the Contractor in writing not less than 13 weeks' notice to that effect (or such lesser period of notice as is stated in the Contract Particulars (item 16)). That notice may expire at any time not less than 6 months after the date of commencement of the Contract Period.

Add New Section 10: Additional Clauses

Add New Clause 10.1

Supervisor

The Employer shall be entitled to appoint a Supervisor whose duty shall be to act solely as inspector on behalf of the Employer under the directions of the Contract Administrator and the Contractor shall afford every reasonable facility for the performance of that duty. If any direction is given to the Contractor by the Supervisor the same shall be of no effect, (other than in respect of clearing roads, etc. which shall be complied with within one working day), unless given in regard to a matter in respect of which the Employer is expressly empowered by the Conditions to issue instructions and unless confirmed in writing by the Contract Administrator within two working days of such a direction being given. If any such direction is so given and confirmed then as from the date of issue of that confirmation it shall be deemed to be a Contract Administrator instruction.

Add New Clause 10.2

Prevention of Corruption Acts, 1889 to 1916

The Council shall be entitled to cancel this Contract and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to this contract or any other contract with the Council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Council the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward or receipt of which is an offence under sub-section 117 of the Local Government Act 1972.

Add new Clause 10.3

Ombudsman Complaints

- a) The Contractor must note that if a complaint is made to the Local Government Ombudsman about his actions whilst carrying out work under this contract the Contractor could be subject to an investigation by the Ombudsman.
- b) In the case of such an investigation taking place the Council and the Ombudsman would expect the Contractor to co-operate fully in any such investigation following the laid down procedures. The Ombudsman has wide-ranging powers as the High Court to compel witnesses to attend for interview and to require the production of documents.
- c) Should the Ombudsman find mal-administration and injustice has occurred as a result of the Contractor's action and the Council is obliged to pay compensation to a complaint by way of a remedy for such injustice, the Contractor will be required to indemnify the Council the value of such payment. The Council will be entitled to deduct the value of any such payment from any amount due to a Contractor under the Contract.

Add new Clause 10.4

Where any Council Department is employed under the terms of this Contract as a sub-contractor or a supplier the Council will deduct from any amount certified as due to the Main Contractor any such sum valued by the Contract Administrator / the person or organisation initiating an order as due to the Council Department. The Contractor will retain his entitlement to any discount which would normally be payable in otherwise similar circumstances

A30 TENDERING/SUB-LETTING/SUPPLY

MAIN CONTRACT TENDERING

- 110 SCOPE: These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.
- 170 ACCEPTANCE OF TENDER: The Employer and the Employer's representatives:
Offer no guarantee that any tender will be recommended for acceptance or accepted.
Will not be responsible for any cost incurred in the preparation of any tender.
- 190 PERIOD OF VALIDITY:
Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn for not less than 6 months.
- 260 GOODS AND MATERIALS: All necessary particulars as to sizes and quantities shall be taken from the site and in no case will be Employer be responsible for any discrepancy in the quantity or size of materials ordered by the Contractor.
- 310 TENDER:
General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the works.
- 315 ITEMS NECESSARY: Although not specifically referred to in the Specification the Contract shall comprise all such minor contingent works as are necessary for the proper completion of the works
- 550 HEALTH AND SAFETY INFORMATION
- Policy document: Must be appropriate, regularly reviewed and signed off by the Managing Director or equivalent.
 - Content: Include the following information:
 - Organisation responsibilities for health and safety management, communication with the workforce and procedures for carrying out risk assessments leading to method statements / safe methods of work.
 - Health and safety advice available and systems of continuous training to ensure all employees have the skills and understanding necessary to discharge their duties defined in the CDM Regulations.
 - Details of employees appropriate qualifications.
 - Procedures for monitoring, auditing and reviewing all health and safety systems. Include records of all RIDDOR (the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) reportable events for at least the last three years, records of any enforcement action taken over the last five years, the systems for reviewing all incidents and the steps taken to remedy matters.
 - Arrangements for appointing competent subcontractors/ consultants and for monitoring performance. Illustrate how cooperation and coordination is achieved in practice.

- 555 Any accident on site or serious breach of Health and Safety resulting from the actions or omissions of the contractor or its employees, servants, agents or subcontractors for whom it is responsible will be considered to be a material breach of the Framework which may allow the Unity Partnership to suspend the contractor or terminate its involvement in the Framework with immediate effect in accordance with the Framework terms.

Where such accident or any breach of health and safety occurs, the contractor shall notify the Unity Partnership as soon as reasonably practicable and in any event within one working day of such event.

Where a contractor has been suspended from the Framework, the contractor will not be included within any further Direct Awards or Mini Competitions for the duration of the period of suspension. The contractor will be required to provide a written statement, detailing how the accident or breach of Health and Safety arose and what measures the contractor has implemented or will implement to avoid such accidents or breaches in the future. Once Unity are satisfied with the response and proposed solution, Unity will confirm agreement by arranging for the serving of a notice by Oldham Council confirming agreement and ending the suspension. Agreed solutions will be monitored by Unity on future projects.

SUBLETTING/SUPPLY

560 SUBLETTING

The Contract or any part thereof shall not be assigned or sub- let without the express written permission of the Contract Administrator. In the event of the Contractor desiring to assign or sub- let any part of the works he should list the names of sub - contractors and the works on the form of tender.

The Contractor should include for all discount profit and attendance.

The Contractor will be required to enter into sub – contracts with all sub – contractors to bind them to him with the same obligations in respect of the sub – contract to those for which he is liable in respect of the contract.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

110 DEFINITIONS

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

120 COMMUNICATION

Definition: Includes advice, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.

Format: In writing to the person named in clause A10/140 unless specified otherwise.

Response: Do not proceed until response has been received.

130 PRODUCTS

Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.

Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

135 SITE EQUIPMENT

Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.

Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

140 DRAWINGS

Definitions: To BSRIA BG 6/2006 A design framework for building services. Design activities and drawing definitions.

CAD data: In accordance with BS 1192-5.

145 APPROVAL (and words derived there from) means the approval in writing of the Contract Administrator unless specified otherwise.

150 SUBMIT

Meaning: Submit information in response to specified requirements.

155 CONTRACTOR'S CHOICE

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

160 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.

165 TERMS USED IN SPECIFICATION

Advise: See 'Communicate'.

Agree: See 'Communicate'.

Approve: Record conformance of work to specified criteria by giving formal or official sanction.

Communicate: Includes advice, inform, agree, confirm, notify, seek or obtain information, consent or instructions, or make arrangements.

Confirm: See 'Communicate'.

Ease: Adjust moving parts of designated products, systems or work to achieve free movement and good fit in open and closed positions.

Fix: Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging; to include labour, materials and site equipment for that purpose.

Give notice: Communicate in writing to the person administering the Contract at the address listed therein.

Inform: See 'Communicate'.

Keep for recycling: As 'keep for use' but relates to a naturally occurring material rather than a manufactured product.

Keep for reuse: Do not damage designated products, systems or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or Purchaser, or for use in the Works as instructed.

Make good: Execute local remedial work to designated work. Make secure, sound and neat.

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.

Notify: See 'Communicate'.

Quote: Use 'Estimate'.

Recycle: Collect, sort, process and convert discarded or recovered components into raw materials for use in the creation of new products.

Refix: Fix previously removed products.

Remove: Disconnect, dismantle as necessary and take out the designated products or work, together with associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Removal of a system includes this work.

Remediate: Action or measures taken to lessen, clean-up, remove or mitigate the existence of hazardous materials existing on a property; in accordance with standards, specifications or requirements as may be required by statutes, rules, regulations or specification.

Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and replacement.

Replace: Supply and fix new products matching those removed. Execute work to match the original new state of that removed.

Reuse: Recover components to be fixed or used in the project or other buildings without the requirement for recycling.

Submit: Deliver an item in a specified format to a specified person within a specified timeframe.

Submit proposals: Submit information in response to specified requirements.

Supply and fix: Supply of products, components or systems to be fixed, together with their fixing.

170 MANUFACTURER AND PRODUCT REFERENCE

Definition: When used in this combination:

- **Manufacturer:** The firm under whose name the particular product is marketed.
- **Product reference:** The proprietary brand name and / or reference by which the particular product is identified.

Currency: Reference are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

200 SUBSTITUTION OF PRODUCTS:

Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.

Reasons: Submit reasons for the proposed substitution.

Documentation: Submit relevant information including:

- manufacturer and product reference
- cost
- availability
- relevant standards
- performance
- function
- compatibility of accessories
- proposed revisions to drawings and specifications
- compatibility with adjacent work
- appearance
- copy of warranty/ guarantee.

Alterations to adjacent work: If needed, advise scope, nature and cost.

Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

210 CROSS REFERENCES:

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

Relevant terminology: Where a numerical cross – reference is not given the relevant sections and clauses of the specification will apply.

Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.

Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

220 REFERENCE DOCUMENTS:

Conflicts: Specification prevails over reference 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

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 recognised in the UK.

Before ordering: Submit notification of all such substitutions.

Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translation into English.

250 CURRENCY OF DOCUMENTS:

Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender

260 SIZES:

General dimensions: Products are specified by their co-ordinating sizes.

Timber: Cross section dimensions shown on drawings are:

- Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
- Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

460 THE SPECIFICATION:

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

640 MAINTENANCE INSTRUCTIONS AND GUARANTEES:

Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.

Information location: Building Manual.

Emergency call out services: Provide telephone numbers for use after completion.

A32 MANAGEMENT OF THE WORKS

110 SUPERVISION

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

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

130 INSURANCE CLAIMS:

Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.

Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

150 OWNERSHIP:

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

480 SUPERVISION: The Contractor shall keep the Contract Administrator informed of:

- a) The supervisory structure of the organisation.
- b) A continually manned telephone number and email address for the reporting of Priority 1, 2 and 3 work to. This shall be available during 24 hours a day 365 days a year and shall have a queue system.
- c) A further manned telephone number and email address for enquiries from the Authorised Officer, service users and property managers regarding individual job status, to be available throughout the working day and to incorporate a queuing system during busy periods. This telephone number is to be printed on all job receipt cards and contractor access notices.
- d) Mobile phone numbers for all operatives
- e) A facsimile number
- f) An email address
- g) The Contractors Depot Location
- h) Directory of all Contacts in the organisation
- i) The name of the Contractor's Safety Supervisor and details of the Safety Policy.

The Contractor shall provide fully qualified workmen with the necessary skills and of the requisite trades to deal with all aspects of the works.

480B PRICING DOCUMENT QUANTITIES: when an order has been placed for a single pricing document item or a number of the same items to be carried out in any one Council building quantities shall be measured and charged as follows:

- a) Where the total quantity does not exceed half a unit of measurement i.e. 0.5m this shall be measured and charged as half a unit
- b) Where the total quantity exceeds half a unit of measurement but does not exceed a whole unit this shall be measured and charged as a fraction of a whole unit to two decimal places.
- c) Where an order has been placed for a number of the same pricing document items to the same location the Contractor and Contract Administrator shall discuss and agree cost savings arising from the economy of scale where relevant.

The Contractor shall endeavour to plan and carry out the same items of work concurrently in order to provide cost savings.

480C DEEMED TO BE INCLUDED: The Schedule for Responsive Repairs shall be deemed to include the following:

- a) all costs of the Contractor in carrying out the works including labour, plant, transport, materials, tipping, reinstatement, removing and replacing furnishings and fittings and cleaning and removing debris on completion.
- b) Visiting the sites, carrying out surveys and taking measurements of all items necessary for the proper execution of the works.
- c) the cost of visiting the site of the works, the necessary means of access, ladders, platforms, towers, scaffold, hoists and the like up to a total height of 9m from the building ground level. (Scaffold and towers to provide working platforms above a height of 9m from the building ground level shall be dealt with by arrangement between the Contractor and the Contract Administrator.)

480D SCAFFOLDING: shall be erected no earlier than within 24 hours of the commencement of the works and shall be dismantled and cleared away within 24 hours of the completion of the works.

481 ORDERS PRIORITY: All orders shall specify one of the following priorities as determined by the Contract Administrator:

- a) **Priority 1** These orders may be initiated by the telephone, in writing or by other means to the Contractor.

The Contractor shall attend **within 1 hour** of receipt of the request.

Any defect which presents a danger or potential danger to persons or which may cause deterioration of the building is to be dealt with immediately and the property made secure.

Where the order is placed verbally the Contractor shall provide the person / organisation who initiated the order with a report and records giving full details of the order in writing the following working day. The report shall give a description of the works, the location of the works and the pricing document items. This will be subject to agreement with the person / organisation who initiated the order.

Priority 1 orders may be issued at any time and on any day throughout the year.

- b) Priority 2** – These orders may be initiated by telephone, in writing or other means to the Contractor.

The contractor shall complete the works **within the same working day**.

Where the order is placed verbally the Contractor shall provide the person / organisation who initiated the order with a report and records giving full details of the order in writing the following working day. The report shall give a description of the works, the location of the works and the pricing document items, together with the name of the person/organisation who initiated the order. This will be subject to agreement with the person / organisation who initiated the order.

Priority 2 orders may be issued at any time and on any day throughout the year.

- c) Priority 3** – These orders may be initiated by telephone, in writing or other means to the Contractor.

The contractor shall complete the works **within twenty four consecutive hours**.

Where the order is placed verbally the Contractor shall provide the person / organisation who initiated the order with a report and records giving full details of the order in writing the following working day. The report shall give a description of the works, the location of the works and the pricing document items, together with the name of the person/organisation who initiated the order. This will be subject to agreement with the person / organisation who initiated the order.

Priority 3 orders may be issued at any time and on any day throughout the year.

- d) Priority 4** – These orders may be initiated by telephone, in writing or by other means to the Contractor and may specify the applicable pricing document items. The order may specify when the Contractor may gain access to the works.

Appointments may be made specifying a particular am or pm of a working day giving a minimum of 24 hours notice.

Works are to be completed in **three working days**.

The Contractor shall provide the person / organisation who initiated the order with a report and records giving full details of the order in writing the following working day.

The report shall give a description of the works, the location of the works and the pricing document items and any schedule of labour, materials and plant, together with the name of the person/organisation who placed the order. This will be subject to agreement with the person / organisation who initiated the order.

- e) **Priority 5** – These orders may be initiated by telephone, in writing, or by other means to the Contractor and may specify the applicable pricing document items. The order may specify when the Contractor may gain access to carry out the works.

Appointments may be made specifying a particular am or pm of a working day giving a minimum 24 hours notice.

Works are to be completed **within five working days**.

The Contractor shall provide the person / organisation who initiated the order with a report and records giving full details of the order in writing the following working day.

The report shall give a description of the works, the location of the works and the pricing document item, together with the name of the person/organisation who placed the order. This will be subject to agreement with the person / organisation who initiated the order.

- f) **Priority 6** – These orders may be initiated by telephone, in writing, or by other means to the Contractor and may specify the applicable Schedule of Rates.

Works are to be completed **within ten working days**.

The Contractor shall provide the person / organisation who initiated the order with a report and records giving full details of the order in writing within 7 days of the receipt of the order. The report shall give a description of the works, the location of the works and the pricing document item, together with the name of the person/organisation who placed the order. This will be subject to agreement with the person who initiated the order.

- g) **Priority 7** – These orders may be initiated by telephone, in writing, or by other means to the Contractor and may specify the applicable Schedule of Rates.

Works are to be completed **within twenty one working days**.

The Contractor shall provide the person / organisation who initiated the order with a report and records giving full details of the order in writing within 7 days of the receipt of the order. The report shall give a description of the works, the location of the works and the pricing document item, together with the name of the person/organisation who placed the order. This will be subject to agreement with the person who initiated the order.

- h) Priority 8** – These orders may be initiated by telephone, in writing, or by other means to the Contractor and may specify the applicable Schedule of Rates.

Works are to be completed **within thirty five working days**.

The Contractor shall provide the person / organisation who initiated the order with a report and records giving full details of the order in writing within 7 days of the receipt of the order. The report shall give a description of the works, the location of the works and the pricing document item, together with the name of the person/organisation who placed the order. This will be subject to agreement with the person who initiated the order.

- i) Project** – These orders may be initiated by telephone, in writing, or by other means to the Contractor and may specify the applicable Pricing Document Items.

Works are to be completed **by the date specified in the mini-competition documentation**.

Where the works require access to property the Contractor shall give to the person / organisation who initiated the order seven days written notice (excluding Statutory Holidays) of the dates and times of his intended visit which shall be in the working day. Where the works require access to the interior of the properties, the order shall specify when such access may be obtained.

When the Contractor cannot complete the works in a single visit, subsequent appointments shall be made direct with the building occupier/ manager. Such appointments shall be the responsibility of the Contractor.

If the Contractor fails to keep an appointment issued, he shall:-

Inform in writing, the Occupier/Manager and the person / organisation who initiated the order whatever arrangements are necessary for a further appointment.

- 482 TELEPHONE CALLS: The Contractor shall respond to telephone calls by one of the following:

- a) Unity Partnership
- b) OMBC Emergency out of hour's switchboard.

- 483 PROGRESSION OF WORK: The Contract Administrator shall specify the work and priority and with agreement of the Contractor alter the priority and vary the work to be carried out by issuing a new order cancelling or varying the original order.

The Contractor shall provide the Contract Administrator with notice of commencement dates when required.

The works carried out by the Contractor shall conform to the works specified in the Order, provided that if in the opinion of the Contractor additional or alternative work is required, this shall be agreed with the Contract Administrator. The Contractor shall put forward the appropriate pricing document items for agreement and/or agree an estimate for the works with the Contract Administrator based on similar schedule items and/or agreed rates.

The Contract Administrator will confirm all valid variations by the issue of a change order.

The Contractor must not act on any instructions from occupiers, caretakers, building managers, or others unless the Contract Administrator has given approval.

Where, in the opinion of the Contractor a dangerous situation exists the Contractor shall execute the minimum work necessary to make safe and agree the extent of the works required with the Contract Administrator.

The Contractor shall inform the Contract Administrator in writing of the reasons for non – compliance with the period for completion of the works. Identifying the course of action to achieve the earliest possible completion date.

489 A separate invoice shall be submitted for each work order.

500 PERFORMANCE MEASUREMENT INFORMATION

The following Performance Indicators shall apply to this Lot. Please refer to the Operation Manual for further guidance.

Performance indicator	Year 1	Year 2
A) Post Inspection – by Unity on 5% of all Orders and Projects (without issues)	85%	95%
B) Timely and appropriate response to query or complaint (within 3 working days).	95%	96%
C) Orders and Projects carried out without formal complaint from Oldham Council	96%	97%
D) Application made/invoice issued within 14 days of completion of works.	85%	95%
E) Timely update of Web Log Book (within 3 working days)	80%	95%
F) Provision of Site Specific RAMS and/or Contractor's Construction Phase H&S Plans within 5 working days of being requested (if not requested to be included with a Mini-Competition response document)	95%	100%
G) Provision of Contractor's initial project delivery programme within 5 working days of being requested (if not requested to be included with a Mini-Competition response document)	95%	100%
H) Provision of completed H&S file 14 days prior to practical completion of planned project works	100%	100%
I) Project – completed by the date specified in the mini-competition documentation	95%	96%

Responsive Repairs Targets

Performance indicator	Year 1	Year 2
Priority 1 – attendance within 1 hour	90%	95%
Priority 2 – completion within the same working day	90%	95%
Priority 3 – completed within 24 consecutive hours	95%	96%
Priority 4 – completed within 3 working days	95%	96%
Priority 5 – completed within 5 working days	95%	96%
Priority 6 - completed within 10 working days	95%	96%
Priority 7 – completed within 21 working days	95%	96%
Priority 8 – completed within 35 working days	95%	96%
Works carried out without a recall	85%	90%
Follow-up works quoted within 5 working days of site visit	85%	87%

A33 QUALITY STANDARDS/CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

110 INCOMPLETE DOCUMENTATION

General: Where and to the extent that products or work are not fully documented, they are to be:

- Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
- Suitable for the purposed stated or reasonably to be inferred from the project documents.

Contract documents: Omissions or error in description and / or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

120 WORKMANSHIP SKILLS

Operatives: Appropriately skilled and experienced for the type and quality of work.

Registration: With Construction Skills Certification Scheme.

Evidence: Operatives must produce evidence of skills / qualification when requested.

130 QUALITY OF PRODUCTS

Generally: New (Proposals for recycled products may be considered).

Supply of each product: From the same source or manufacturer.

Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.

Tolerances: Where critical, measure a sufficient quantity to determine compliance.

Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

135 QUALITY OF EXECUTION

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

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

Dimensions: Check on-site dimensions.

Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.

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

140 COMPLIANCE

Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.

Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:

- Properties tested.
- Pass / fail criteria.
- Test methods and procedures.
- Test results.
- Identity of testing agency.
- Test dates and times.
- Identities of witnesses.
- Analysis of results.

- 150 **INSPECTIONS**
Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:
- Date of inspection
 - Part of the work inspected
 - Respects or characteristics which are approved
 - Extent and purpose of the approval
 - Any associated conditions
- 160 **RELATED WORK**
Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:
- Appropriately complete
 - In accordance with the project documents
 - To a suitable standard
 - In a suitable condition to receive the new work
- Preparatory work: Ensure all necessary preparatory work has been carried out.
- 170 **MANUFACTURER'S RECOMMENDATIONS / INSTRUCTIONS**
General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
Changes to recommendations or instructions: Submit details.
Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
Agreement certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.
- 190A **BUILDING REGULATIONS:** The Contractor shall be responsible for compliance with the on site requirements of the Building Control Section of the Environmental Services Directorate of Oldham Metropolitan Borough with regard to the Building Regulations. A set of building regulation inspections request forms will be sent to the Contractor by the Contract Administrator.
The Contractor shall notify Building Control at each of the requested work stages by returning to Building Control a completed inspection request work form upon completion of each work stage and upon completion of the works.
The Contractor shall allow for meeting the Building Inspector on site to discuss and resolve any queries regarding the Building Regulations.
The Contractor shall obtain a signed duplicate copy from the Building Inspector of any work which the Building Inspector requires to be carried out differently to that described in the Contract drawings or specification.
The Contractor shall hand a copy of the Building Inspector's endorsed requirements to the Contract Administrator. If in the Contract Administrators opinion, a change to the Works is required, a Contract Administrator's instruction will be issued.
- 210 **SAMPLES**
Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
- To an express approval.
 - To match a sample expressly approved as a standard for the purpose.

- 220 **APPROVAL OF PRODUCTS**
Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
Complying sample: Retain in good, clean condition on site. Remove when no longer required.
- 230 **APPROVAL OF EXECUTION**
Submission, samples, inspections and tests: Undertake or arrange to suit the Works programme.
Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.
Complying sample: Retain in good, clean condition on site. Remove when no longer required.
- 320 **SETTING OUT:**
General: Submit details of methods and equipment to be used in setting out the Works.
Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
Inform: When complete and before commencing construction.
- 410 **SERVICES REGULATIONS:**
New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.
- 510 **SUPERVISION:**
General: In addition to the constant management and supervision of the works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.
Replacement: Give maximum possible notice before changing person in charge or site Agent.
- 560 **TESTS AND INSPECTIONS**
Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
Records: Submit a copy of test certificates and retain copies on site.
- 610 **PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS / EXECUTIONS:**
Proposals: Immediately any execution or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

- 620 **MEASURES TO ESTABLISH ACCEPTABILITY:**
General: Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:
- Will be at the expense of the Contractor.
- Will not be considered as grounds for extension of time.
- 630 **QUALITY CONTROL:**
Procedures: Establish and maintain to ensure that the Works, including the work of subcontractors, comply with specified requirements.
Records: Maintain full records, keep copies on site for inspection, and submit copies on request. Content of records:
- Identification of the element, item, batch or lot including location in the Works.
- Nature and dates of inspections, tests and approvals.
- Nature and extent of nonconforming work found.
- Details of corrective action.
- 710 **WORK BEFORE COMPLETION:**
General: Make good all damage consequent upon the Works.
Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery.
- 720 **SECURITY AT COMPLETION:**
General: Leave the Works secure with, where appropriate, all accesses closed and locked.
Keys: Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.

GENERALLY

150 SECURITY:

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

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

Special requirements:

Contractors, Sub-Contractors and all workmen engaged upon the Works at existing occupied public buildings for Oldham Metropolitan Borough Council shall:

- a) ensure they report to the reception on a daily basis and comply with the particular requirements requested by the Office in Charge of the security of the building, and
- b) ensure they carry personal identification in the form of a card with the name of the holder, a passport size photograph of the holder, the name of the Company and the capacity in which the workperson is engaged e.g. Labourer, trade, foreman, agent etc. The card must be authorised with a signature by the Director of the Company or a person acting on the Director's behalf.

The card must be produced upon request. Failure to carry the card at all times will mean that the workperson is asked to leave the site until the card is produced.

155 SECURITY

Submit to the Contract Administrator seven days prior to the commencement of the Works on site by any person, the name and date of birth of the persons who will work on this contract. These will be forwarded to the Commissioning Directorate in accordance with the requirements of the Education (Teachers) (Amendments) Regulations 1998.

160 DISCLOSURE AND BARRING SERVICE (DBS) CHECK

The Contractor shall procure that in respect of all potential staff or persons performing any of the Services (each a 'Named Employee') before a Named Employee begins to attend the Sites to perform any of the Services:

- a) each named Employee is questioned as to whether he or she has any Convictions; and
- b) the results are obtained of a check of the most extensive available kind made with the Disclosure and Barring Service in respect of each Named Employee; and
- c) a copy of the results of such check are notified to the Authority.

The Contractor shall procure that no person who discloses any Convictions, or who is found to have any Convictions following the results of a DBS check, is employed or engaged without the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).

The Contractor shall procure that the Authority is kept advised at all times of any member of staff who, subsequent to his/her commencement of employment as a member of staff, receives a Conviction or whose previous Convictions become known to the Contractor (or any employee of a Sub-Contractor involved in the provision of the Services).

Convictions means other than in relation to any minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding overs (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order.

Criminal Records Bureau means the bureau established pursuant to Part V of the Police Act 1997.

165 EMERGENCY TELEPHONE NUMBERS

The Contractor is required to provide the name and telephone number of a reasonable person who can be contacted in the event of an out of hours emergency occurring on site and who can be contacted in the event of an out of hours emergency occurring on site and who can respond on site within half an hour of receipt of a telephone call.

170 STABILITY:

Responsibility: Maintain the stability and structural integrity of the Works during the Contract.

Design loads: Obtain details, support as necessary and prevent overloading.

175 OCCUPIED PREMISES:

Extent: Existing buildings will be occupied and / or used during the Contract as follows: To be advised for each project.

Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.

Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorised in advance.

180 OCCUPIER'S RULES AND REGULATIONS: Comply with the Occupier's Rules and Regulations affecting the site. Copies may be seen at the property reception office.

190 ELECTRICITY AT WORK

The Contractor must comply strictly with the Electricity at Work Regulations 1990.

200 COSHH REGULATIONS

Comply with the COSHH Regulations 1994 for protection of workers against hazardous substances.

210 ALL OTHER STATUTORY REGULATIONS

Provide for complying with all other statutory obligations not mentioned elsewhere.

330 NOISE CONTROL

Standard: Minimize noise levels during execution of the works.

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

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

- 340 **POLLUTION:**
Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.
- 360 **NUISANCE:**
Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.
- 370 **ASBESTOS BASED MATERIALS:**
Duty: Report immediately any suspected materials discovered during execution of the Works.
- Do not disturb.
- Agree methods for safe removal of encapsulation.
Contractor's attention is drawn to the fact that an Asbestos register is available to be viewed for all properties.
- 375 **PROCEDURES TO BE ADOPTED ON FINDING SUSPECTED ASBESTOS CONTAINING MATERIALS DURING THE COURSE OF ANY WORKS**

On finding any material, which is suspected to contain asbestos, access to the immediate area must be withdrawn to all. Specialist advice must be sought with immediate effect and H.S.E. guidance (EM1) must be followed. Advice can be sought from Unity Partnership - Property – Principal Hazzard Management Consultant, Gary Turnock Tel: 0161-770-8880 Email: gary.turnock@unitypartnership.com

Unity Partnership - Property must be contacted to establish if any survey information is available from the Council's asbestos register. If no survey information is available from the Council's asbestos register, then a sample of the suspect material must be taken in accordance with HSG 264 Asbestos: The Survey Guide. No activity is to re-commence until the results are recorded and a risk assessment of the suspect material is carried out.

If it is imperative that activity must proceed prior to the suspect material being positively identified, the material must be presumed to be asbestos containing and the necessary precautions, in accordance with the Control of Asbestos Regulations (CAR 2012), must be taken prior to any activity re-commencing.

If in the event the samples analysis proves positive the Duty Holder or Agent must communicate the nature of the problem to the Premise Manager, the Council's Health and Safety Section and to any other relevant personnel. The Unity Partnership - Property section must also be informed to enable the Council's asbestos register to be updated accordingly.

In accordance with the risk assessment, the Duty Holder or Agent must engage the services of an approved H.S.E. licensed contractor, to carry out the remedial works as deemed necessary. The Unity Partnership - Gary Turnock can offer advice and assistance.

Prior to remedial works commencing a pre-start meeting should be arranged with the Premise Manager and all relevant personnel, to discuss all health and safety issues pertaining to the planned works.

It is recommended that air tests be taken where appropriate, by an independent UKAS accredited analyst, prior to the planned works commencing as a reassurance exercise, and on completion of works in accordance with H.S.E. requirements for site clearance certification for reoccupation.

On completion of the works, and following satisfactory air analysis, the licensed contractor will issue to the client / duty holder a completion certificate identifying the work area is safe to reoccupy.

The client / duty holder is to manage any treated asbestos in accordance with CAR 2012 for the life of the property. Unity Partnership - Gary Turnock can offer advice and assistance.

376 ASBESTOS REMOVAL

Work involving the removal of any products containing asbestos should be undertaken within the guidelines of the following legislation:

- a) The 1974 Health and Safety at Work Etc. Act
- b) The Control of Asbestos Regulations 2012
- c) L143 Approved Code of Practice 'Managing and Working with Asbestos'
- d) H.S.E. Guidance Note HSG248 'The analysts' guide for sampling, analysis and clearance procedures' (2005)
- e) H.S.E. Guidance Note HSG247 'Asbestos: The Licensed Contractors' Guide'
- f) H.S.E. Guidance Note HSG53: Respiratory Protective Equipment at Work 2013
- g) The Personal Protective Equipment (Enforcement) Regulations 2018.
- h) The CLP Regulation 2008.
- j) The Hazardous Waste (England & Wales) Regulations 2005
- k) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009.
- l) The H.S.E. / Oldham Council Environmental Health Department (as appropriate)
- m) Other relevant statutory provisions
- n) The Contractor must submit a 'Construction Phase Plan' at 'Tender Stage' which is to be reviewed by the Council's Contract Administrator
- p) Chemicals (Hazard Information and Packaging for Supply) Regulations 2009
- q) Confined Spaces Regulations 1997
- r) Management of Health and Safety at Work Regulations 1999
- s) The Control Substances Hazardous to Health Regulations 2002 (as amended)
- t) The Construction (Design and Management) Regulations 2015
- u) The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013

All works to be carried out by Sub-Contractor's selected from Oldham Council's approved list.

- 380 **FIRE PREVENTION**
Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').
- 390 **SMOKING ON SITE:**
Smoking on site: Not permitted.
- 400 **BURNING ON SITE:**
Burning on site: Not permitted.
- 410 **MOISTURE**
Wetness or dampness: Prevent, where this may cause damage to the Works.
Drying out: Control humidity and the application of heat to prevent:
- Blistering and failure of adhesion.
- Damage due to trapped moisture.
- Excessive movement.
- 420 **INFECTED TIMBER:**
Removal: Where instructed to remove timber affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.
- 430 **WASTE:**
Includes: Rubbish, debris, spoil, containers and surplus material.
Minimize: Keep the site and Works clean and tidy.
Remove: Frequently and dispose off site in a safe and competent manner:
- Non-hazardous material: In a manner approved by the Waste Regulation Authority.
- Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
Waste transfer documentation: Retain on site.
- 440 **ELECTROMAGNETIC INTERFERENCE:**
Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.
- 450 **LASER EQUIPMENT:**
Construction laser equipment: Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.
Class 1 or Class 2 laser equipment: Ensure laser beam is not set at eye level and is terminated at the end of its useful path.
Class 3A and Class 3B laser equipment: Do not use without approval and subject to submission of a method statement on its safe use.

510 EXISTING SERVICES

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

Work adjacent to services:

- Comply with service authority's/ statutory undertaker's recommendations.
- Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.

Identifying services:

- Below ground: Use signboards, giving type and depth;
- Overhead: Use headroom markers.

Damage to services: If any results from execution of the Works:

- Immediately give notice and notify appropriate service authority/ statutory undertaker.
- Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
- Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.

Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

515 MAINTAIN LIVE SERVICES: The Contractor will be required to take appropriate steps to protect any live services for the period of the Contract. No claim will be entertained for extra cost due to damage caused by the presence of any live service main. Any damage to services caused by the Contractor or his Sub-Contractors in the course of in consequence of the Contract Operations shall be made good at the expense of the Contractor.

The Contractor must prior to commencement contact all Public Utilities Information Centres to locate the whereabouts of their services, obtain plans and carryout the preliminary search. Use cable location services and accurately mark out the lines of the services before work commences. Any damage caused by the Contractor, his employees or equipment operated by them to the aforesaid services during the period of the Works shall be at the sole responsibility of the Contractor.

Where excavations are to be carried out in proximity to live services the Contractor must allow for all hand digging and pay all costs in connection therewith. Instigate a safe system of digging practices around the marked areas using only hand tools until all services have been located and identified.

In the event of existing works being disturbed through any cause whatsoever the Contractor shall immediately draw to the Contract Administrator's attention, verbally, and subsequently in writing, to the nature of this disturbance in order that the Employer may be informed forthwith.

520 ROADS AND FOOTPATHS

Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.

Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.

- 570 **EXISTING WORK:**
Protection: Prevent damage to existing property undergoing alteration or extension.
Removal: Minimum amount necessary.
Replacement work: To match existing.
- 625 **ADJOINING PROPERTY RESTRICTIONS:**
Precautions:
- Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
- Pay all charges.
- Remove and make good on completion or when directed.
Damage: Bear cost of repairing damage arising from execution of the Works.
- 630 **EXISTING STRUCTURES:**
Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
Supports: During execution of the Works:
- Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining that may be endangered or affected by the Works.
- Do not remove until new work is strong enough to support existing structure.
- Prevent overstressing of completed work when removing supports.
Adjacent structures: Monitor and immediately report excessive movement.
Standard: Comply with BS 5975 and BS EN 12812.