

1 Introduction

1.1 Background

1.1.1 **Bracknell Forest Borough Council (BFBC or the Council)** is located in central Berkshire, and was designated a New Town in 1949 but became a Unitary authority in April 1998. The Council's services are divided between four directories, Corporate Services, Adult Social Care and Health, Environment, Culture and Communities and Children, Young People and Learning.

1.2 Outline Requirement

1.2.1 The proposed scheme is to provide additional space in the form of a two storey KS5 building with classrooms and seminar rooms, toilet facilities' and a covered atrium to provide access to the first floor of the extension. It is also intended to provide a covered canopy to link the existing Post 16 Engineering block to the new Post 16 LRC and science block.

1.2.2 This contract is for the design development, completion, detailed design, construction, fitting-out and commissioning of the works together with all associated services and external works. The proposed buildings and other works should be of a high standard.

1.3 Project Schedule

The following is the proposed timetable for the procurement and implementation of Sixth Form Expansion at Brakenhale Secondary School

Issue Tender	
Receive Response from Tenderers	
Contract Award	
Start on Site	
Handover	

2 Instructions to Tenderers

2.1 General Instructions

- 2.1.1 If you intend to tender for the provision of Sixth Form Expansion at Brakenhale Secondary School to the Council, please read the following instructions carefully and prepare your tender accordingly.
- 2.1.2 The Council will not be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
- 2.1.3 You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
- 2.1.4 Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions.
- 2.1.5 Clarifications of the invitation to tender documents must be made **in writing** by email to the following:

Rob Atkins & Guy Wells:-
Procurement.Team@Bracknell-Forest.gov.uk

NOTE: **Completed tenders should not be returned to this email** as they need to remain un-read until the closing date. Completed tenders are returned to the Tender Box email.

- 2.1.6 As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than 5 day prior to the tender return date.
- 2.1.7 Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- 2.1.8 All questions submitted to the Council in writing and answers, will be logged, summarised and issued to all tenderers.
- 2.1.9 All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.
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2.2 Tender Response

2.2.1 Please submit your quotation by email to Tender.Box@Bracknell-Forest.gov.uk.

Emails larger than 30Mb will be held by ICT pending manual release and emails above 50Mb will be rejected. For this reason, we recommended that you split into separate emails below 30Mb, clearly marked as 1 of 3, 2 of 3, etc., in the subject. Most business file types are acceptable; however any file containing code, password protection or seemingly inappropriate images will be automatically rejected. We are unable to accept quotations on USB stick.

2.2.2 Your tender must be divided into two sections and contain the information called for in each section below:

The **commercial** section should include:-

- Firm prices in sterling for the Goods/Services must be entered on the Pricing Schedule
- Conditions of Contract Compliance Statement
- The completed Schedule of Reserved Information - see guidance attached at
- The Form of Tender statement completed, signed and dated

The **technical** section should include:

- Contractor quality review questionnaire, covering:
 1. Method Statements
 2. Programme
 3. Cost Savings
 4. Risk Management
 5. Partnership & Communication
 6. Innovation
 7. Environment
 8. Health & Safety
 9. Personnel & Use of Sub Contractors
- Proposed construction programme
- Specification compliance statement
- Tender Checklist should be completed and comments added if required.

No pricing should be included in the technical section.

2.2.3 The Council may have indicated a maximum number of words against some questions. The number indicated includes words in any charts, appendices and diagrams which are incorporated into the tenderer's response unless otherwise clearly indicated. In the event that the number of words is exceeded, the Council will only consider the first part of the tenderer's response up to the maximum allowed.

- 2.2.4 Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.
- 2.2.5 Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.
- 2.2.6 All pricing should be stated exclusive of VAT.
- 2.2.7 Tenders shall remain open for an initial acceptance for a minimum of 120 calendar days, although the Council may ask you to extend of the period of validity.

2.3 Submission of Tenders

- 2.3.1 The original, signed, tender must be returned by no later than

Please e-mail address to:

By e-mail to Tender.Box@Bracknell-Forsest.gov.uk ;

And ensure that you include "Brakenhale Secondary School - Sixth Form Expansion in the subject of the e-mail.

2.4 Tender Decline

If you decide not to respond to this ITT, please let the contact in Section 2.1.5 know in writing as soon as possible, giving a brief reason(s).

2.5 Evaluation of Tenders

- 2.5.1 The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice, at any time.
- 2.5.2 Suppliers must be financially sound. We use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.
- 2.5.3 The contract will be awarded on the basis of the most economically advantageous offer having regard to:
- 2.5.4 The **Total Cost** of the preliminaries, enabling works, supply and construction of the works (**60%** of the total score)
-

- 2.5.5 The **Quality** of the solution in terms of functionality and infrastructure (**40%** of the total score) takes into account your response to the Contractor Quality Review Questionnaire.
- 2.5.6 The **Total Cost** score is out of 100 marks and will be awarded based on a mathematical formula taking into account the overall weighting allocated to this particular section. In this instance, it is calculated by taking the lowest Total Cost divided by the next lowest Total Cost and multiplied by 100. As a result, the lowest Total Cost (subject to the provisions of regulation 30(6) of the Public Contracts Regulations 2006) will be awarded a score of 100 for price alone, with tenderers thereafter being allocated a relative score. This will be combined with quality, to give an overall score for each tenderer.
- 2.5.7 The headline **Quality** evaluation criteria are as follows:-

Criteria	Marks	Applicable Section(s)
1. Method statement	30	
2. Details on how achieve the programme	15	
3. Risk Management	10	
4. Partnership and Communication	5	
5. Innovation – Cost	5	
6. Innovation - Programme	5	
7. Innovation - Quality	5	
8. Environment	5	
9. Health and Safety	10	
10. Personnel and Sub contractors	10	
Total	100	

- 2.5.8 The evaluation spreadsheet which details any **sub-criteria** and formulae used is attached.
- 2.5.9 The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
- 2.5.10 You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

2.6 Alternative Offers

- 2.6.1 Alternative offers will only be considered if they constitute a fully priced alternative and are submitted in addition to a tender complying with the requirements specified in the Invitation to Tender documents. Alternative offers must contain sufficient supplementary information, drawings and data to permit a complete evaluation to be made.

2.7 Canvassing

Any contractor who directly or indirectly canvasses any member or official of the Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or

official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

2.8 Whistle blowing policy

Your attention is drawn to the Council's whistle blowing policy which can be found on the Procurement website at: www.bracknell-forest.gov.uk/procurement

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INSTRUCTIONS TO TENDERERS

A PRELIMINARIES/GENERAL CONDITIONS – JCT Design and Build Contract (DB), 2011 Edition

A10 PROJECT PARTICULARS

110 THE PROJECT

- Name: Brakenhale Secondary School
- Nature: The proposed scheme is to provide additional space in the form of a two storey KS5 building with classrooms and seminar rooms, toilet facilities' and a covered atrium to provide access to the first floor of the extension. It is also intended to provide a covered canopy to link the existing Post 16 Engineering block to the new Post 16 LRC and science block.
- Location: Brakenhale Secondary School, Rectory Lane, Bracknell, Berkshire, RG12 7BA
- Contract Period: 30th May – 20th February 2015

120 EMPLOYER (CLIENT)

- Name: Bracknell Forest Borough Council
- Address: Easthampstead House, Town Square, Bracknell, Berkshire, RG12 1AQ
- Contact: Time Square, Market Street, Bracknell, Berkshire, RG12 1JD
- Telephone: 01344 352000
- Email: TBC

130 PRINCIPAL CONTRACTOR (CDM AND SWMP)

- Name: TBC

140 PERSON EMPOWERED BY THE CONTRACT TO ACT ON BEHALF OF THE EMPLOYER – EMPLOYERS AGENT (EA)

- Name: Atkins Ltd, Woodcote Grove, Ashley Road, Epsom, Surrey KT18 5BW

145 CDM COORDINATOR

- Name: Mark Thornburn, Atkins Ltd, Woodcote Grove, Ashley Road, Epsom, Surrey KT18 5BW
- Remain client side.

150 ARCHITECT

- Contractor to appoint own Architect to develop and complete the design.

155 LANDSCAPE ARCHITECT

N/A

160 QUANTITY SURVEYOR

- Name: Faithful + Gould, Woodcote Grove, Ashley Road, Epsom, Surrey KT18 5BW–
- To remain client side.

165 CLERK OF WORKS

- N/A

170 CIVIL AND STRUCTURAL ENGINEER

- Name: Atkins Ltd, Woodcote Grove, Ashley Road, Epsom, Surrey KT18 5BW
- To remain client side.
- Contractor to appoint own Civil and Structural to develop and complete design.

INSTRUCTIONS TO TENDERERS

175 BREEAM ASSESSOR

Name: Georgie James of Method Consulting LLP, Berkeley House, Hunts Rise, Swindon, SN3 4TG. Tel: 01793 836606

- Contractor to work alongside Method to develop and complete the design in accordance with BREEAM requirements.

175 MECHANICAL (INCLUDING PUBLIC HEALTH) AND ELECTRICAL SERVICES ENGINEER

- Name: Atkins Ltd, Woodcote Grove, Ashley Road, Epsom, Surrey KT18 5BW
- To remain client side.
- Contractor to appoint own Mechanical and Electrical engineers to develop and complete the design.

185 PLANNING CONSULTANT

Nick Griffin of Lascelles Associates, 54 Cranmoore Road, Myrchet, Surrey, GU16 6EW 01252 516414 info@gl-associates.co.uk

To remain client side but used by contractor for advice.

190 BUILDING CONTROL SERVICES

Bracknell Forest Council

- Contractor to liaise with the council into develop and complete the design.

200 OTHER CONSULTANTS

- Description: As required by the Contractor to develop and complete the design. Including, but not exclusively, geotechnical engineer, highways engineer, acoustician, modular build designer/manufacturer, fire engineer, bat survey, thermal modelling engineering, EPC Consultant, Ecologist and Arboriculturist. All costs to be included within the tender.

205 DESIGN SERVICES

The Employer has employed the services of the above consultants, who are fully aware of the Employer's Requirements, to submit the scheme with the Planning Authority and to design a scheme which the contractor is required to fully develop and complete. Full planning permission has been applied for and which the contractor is required to discharge all Planning Conditions. The contractor is required to submit a Planning Application Amendment reflecting the changes to the tender information.

The Employer requires the services of Atkins Ltd to be continued throughout the post contract period.

The Contractor is to employ qualified professionals to develop and complete the design and draft complete / obtain all statutory consents.

INSTRUCTIONS TO TENDERERS

A11 TENDER AND CONTRACT DOCUMENTS

110 EMPLOYER'S REQUIREMENT DRAWINGS:

The Employer's Requirements drawings are listed in Section 3.1 of this document and form an integral part of the Employer's Requirements and are to be read in conjunction with said document.

120 CONTRACTOR'S PROPOSALS DRAWINGS:

The Contractor shall submit a list of proposed Contractor's Proposals and Drawings which, subject to agreement in principle with the Employer, shall form part of the Contract Documents. This list shall include those drawings requested to be returned as part of the Contractor's Proposals, together with any others the Contractor deems necessary to fully describe and explain their proposals including drawings prepared and issued as the Employer's Requirements.

125 DRAWING AND DESIGN

The Contractor shall provide the following drawings to the Employers Agent (EA)

- Contract Drawings - 3 sets and 2 sets electronic on CD
- Working Drawings - 3 sets including all revisions and 2 sets electronic on CD
- Final "As Built" drawings - 2 sets paper and 2 sets electronic on CD

Contractors should note that final Fabric and Mechanical/Electrical designs are subject to the Employer's comment therefore drawings should be provided 4 weeks before site possession for comment and the programme should allow two weeks for the Employer to consider and comment on the designs.

Details of windows and doors (including samples) will also be required for review before starting the production run.

Details of bricks (including samples) will also be required for review prior to submission to Planning Authority.

Samples of proposed materials should be made available for approval by the Employer's Agent in due time to ensure that progress of the works is not impeded. Samples will specifically be required for the following:

- Roof coverings or sheeting
- Each type of floor finish
- Internal door veneer
- Internal door frame material and profile
- Ironmongery
- IPS Panelling system
- Toilet Cubicles
- External doors and windows
- External areas
- Colour swatch of wall decorations

INSTRUCTIONS TO TENDERERS

210 EMPLOYERS REQUIREMENTS are outlined in the Employer's Requirements document which comprises the following:

- Document Register
- Employers Requirements
- Preliminaries
- Electrical Performance Specification
- Mechanical Performance Specification
- Structural & Civil Performance Specification
- Materials & Workmanship
- Pre Construction Information Pack
- Pricing Document
- Programme
- Contractor Quality Review Questionnaire
- Supporting Tender Information
- Form-of-Tender
- Instructions-to-Tenderers
- Guidance-to-Tenderers-on-Freedom-of-Info-Act-2000
- Schedule-of-Reserved-Information
- Specification-Compliance-Statement
- Tender-Checklist
- Contract Conditions Compliance Statement
- Contract Standing Orders
- ECH Existing Drawings
- Topographic Site Plan
- Atkins Proposed Drawings
- Rolton Group Ltd - Phase 1 Geo Environmental Desk Study
- Atkins - Ecological Impact Assessment
- Method Ltd - BREEAM Design Stage Pre-Assessment
- Site Utilities / Load Test Report
- Proposed Decant Proposals
- Tersus Group Ltd - R&D Asbestos Report

INSTRUCTIONS TO TENDERERS

- 220 The contractors tender and responses will be assessed on value and quality using Bracknell Forest Council assessment matrix.

A12 THE SITE/ EXISTING BUILDINGS

- 110 THE SITE
- Description:

The site is located at the following address:
Brakenhale Secondary School, Rectory Lane, Bracknell, Berkshire, RG12 7BA

The site is approximately 7.2 hectares in area. The total existing gross internal floor space is approximately 11873m². The proposed extension would add a further internal floor area to approximately 332m².

The site is a functioning secondary school and is located within the borough of Bracknell and is approximately half a mile south of Bracknell Town Centre.

- 111 THE SITE
Any arrangements which the Contractor may make for the use of land outside the working area must be made outside the Contract and the interests, rights and liability of the Employer must be fully protected and indemnified at all times.

- 115 SITE BOUNDARIES
The Contractor shall be responsible for pegging out the site boundaries, including providing all necessary attendant labour, measuring instruments etc. the Contractor shall produce setting out drawings in dwg format which show the boundaries, buildings and shall subsequently provide three copies of marked up and dimensioned drawings defining the boundaries.

All safety measure and safe segregation of the works areas proposed by the contractor are to be reviewed and signed off by the CDMc & School prior to commencement.

- 120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE
Description: The Contractor's attention is directed to the fact that he shall be held fully responsible for upholding and maintaining the structural stability of all adjacent and neighbouring properties/structures, including roadways, paths and street furniture etc. It is acknowledged that some parts of the existing structures may need to be temporary removed to allow work access into the courtyard area and the contractor is to provide a full set of proposed access details to the EA 6 weeks prior to commencement of the construction phase. The Contractor shall pay all costs associated with these enabling works.
The Contractor shall not inconvenience, impede or restrict the occupants of any of the adjacent buildings. No claim for extra expense attributable to this portion of the works shall be entertained by the Employer. The Contractor's attention is drawn to Preliminary Clauses relating to temporary support and protection and noise.
The contractor is required to ensure full compliance with all Local Authority Regulations and Bye Laws in the delivery of this project. No claim for extra expense attributable to this portion of the works shall be entertained by the Employer.

INSTRUCTIONS TO TENDERERS

- The Contractor should note that site currently has a one-way system in place in which vehicle entering and existing the site follow..
- 125 **CONDITIONS SURVEY:**
The Contractor will be required to report and record using photographs, the condition of the existing buildings, hard landscapes, boundaries, existing car park, footpaths and carriageways adjacent to the site before the Contract commences and any reinstatement necessary at the completion of the project will be the responsibility of the Contractor. Two copies of the report including any photographs are to be supplied to the EA one week prior to commencement of the construction phase.
The Contractor should ensure that at all times he allows for protecting the public and adjacent property from any damage and disturbance caused by the carrying out of the Works and that adjacent access roads are kept free from mud and debris.
- 131 **RETAINING STRUCTURES/HIGHWAYS STRUCTURES:**
It is the Contractor's responsibility to obtain Highway, Council and the Local Authorities approval of structures adjacent, under and over the Highways i.e. retaining walls etc if applicable. No Highway Works can commence until said approvals have been gained and the Contractor shall make due allowance for this.
The Contractor shall pay all costs associated with these works i.e. supervision fees, commuted sums, bonds etc.
The contractor must provide a Traffic Management Plan describing his proposals for managing traffic to and around the sites during term time and during the school holidays. In addition, the Contractor must include his proposals for maintaining public access routes to the recreation ground, playground and car park, during construction of the car parking area. This Plan is to be presented as part of the tender submission.
- 140 **EXISTING UTILITIES AND SERVICES**
It is the Contractor's responsibility for determining the location and layout of any existing supplies/services/drains etc and for carrying out any work in connection with lowering or diverting or altering or maintaining such supplies/services/drains etc as necessary for the execution of the Works under this Contract. No claims for failure to determine the location or layout of supplies/services/drains or any costs associated therewith will be admitted.
The Contractor is to ascertain from the Local Authority or statutory undertakings the routes of all supplies/services/drains on, under, over and around the site and must satisfy themselves as to the full extent of supplies/services/drains. The Contractor shall maintain all supplies/services/drains on, under, over and around the site where required by the relevant authority. It is the responsibility of the Contractor to obtain information from the relevant authorities regarding supplies/services/drains to which temporary connections may be made.
Should the Contractor require to cross any supplies/services/drains, they are to provide all necessary temporary crossover points and protection to the satisfaction of the EA and clear away on completion.
The Contractor will be required to indemnify the Employer for all costs arising from the interruption or damage to any supplies/services/drains by their action, and for the housing of any supplies/services/drains.
- 141 **DIVERSION OF FOOTPATHS**
It shall be the Contractor's responsibility to put in place and expedite on behalf of the Employer any arrangements to divert existing footpaths across and adjacent to the site. The Contractor

INSTRUCTIONS TO TENDERERS

shall pay all costs for said diversions and for construction of the newly diverted footpaths to the satisfaction of the Employer and Local Authority.

INSTRUCTIONS TO TENDERERS

142 ARCHAEOLOGICAL EVALUATION

The Contractor is to allow for the requirements of any archaeological watching brief. No additional payments will be considered for delays and expense caused by compliance with the terms of the watching brief and the requirements of the Local Authority. All costs incurred by the Employer as a result of the Contractor failing to comply with the instructions imposed by the Local Authority will be borne by the Contractor.

143 EXISTING STREET FURNITURE

It shall be the Contractor's responsibility to put in place and expedite on behalf of the Employer any arrangements to re-locate any existing street furniture as required and execute all works specified by the appropriate authority.

160 SOILS AND GROUNDWATER

The Contractor will be deemed to have ascertained all soil conditions and groundwater appertaining to the sites and have included all associated costs. No claim on the grounds of lack of knowledge will be accepted by the Employer. The Geology plan for the site indicates that the site is underlain by London Clay. The depths of topsoil and fill material above the clay across the site will need to be investigated by the contractor.

170 SITE / GROUND INVESTIGATION

The Contractor is responsible for undertaking their own independent ground investigations to the sites to ascertain conditions and ground work; such to develop and complete the designs. Allow all costs within tender.

Some investigations have previously been undertaken by others and this information will be provided to the Contractor (at the contractors risk). The Contractor must undertake any further investigations deemed necessary. All costs associated with such investigations must be included in the tender price.

The Contractor is to take due regard of the site / ground information provided and make due allowance for all work related to or required by this information. This should include all costs related to appropriate waste disposal as a result of WAC testing.

No claim for extra expense attributable to this portion of the works shall be entertained by the Employer.

173 GROUND CONDITIONS

Any documents or information provided by the Employer to the Contractor as to site conditions (whether included in the Employer's Requirement's or otherwise) are for information only and shall not effect as representatives or warranties as to the actual conditions which may be encountered, which shall be the sole risk of the Contractor and any such documents or information shall not in any way relieve the Contractor of any of his obligations under this contract.

The Contractor shall notify immediately the Employer/EA of any contaminated ground found during excavations/testing including the type of contamination and the proposals for its removal. The Contractor shall be fully responsible for the provision of any measures required by regulatory bodies and all costs therein, including remediation..

The Contractor shall notify immediately the Employer/EA. of any land gases found during testing above the accepted national and local stated levels imposed by

INSTRUCTIONS TO TENDERERS

regulatory bodies etc. The Contractor shall be fully responsible for the provision of any measures required by the regulatory bodies and all costs therein.

174 LANDFILL SITES

The Contractor shall liaise with the Local Authority, during the preparation of his costs, in order to ascertain the existence of any landfill sites in the proximity of the Works together with the details of any landfill gas investigations which may affect the Works and shall provide documentary evidence of this as part of his Proposals.

175 TREE CONDITIONS / SURVEY

The Contractor will be responsible for ascertaining the condition of any trees within the site boundary and for carrying out any works required and paying all costs associated with this work.

The Contractor shall employ a qualified Arboriculturist to assist in developing and completing the design including the discharge of planning conditions and building regulations requirements. Trees which may be affected by the works and will be responsible for complying with all requirements and recommendations identified either in this report, or requested by the Local Authority.

In addition, the contractor will undertake any necessary works prior to commencement on site and shall satisfy all planning obligations in this regard. No claim for extra expense attributable to this portion of the works shall be entertained by the Employer.

176 TREE SURVEY

The Contractor is responsible for ascertaining the condition of trees within the construction site boundary and for carrying out and paying all costs in connection with this work.

177 JAPANESE KNOTWEED

The Contractor is responsible for ascertaining the presence of Japanese Knotweed within the construction site boundary and for carrying out and paying all costs in connection with the total eradication.

The Contractor is deemed to have employed the services of an Environmental Consultant to undertake a full survey to establish and warrant the total eradication of any Japanese Knotweed within the site boundary.

200 ACCESS TO THE SITE

- Description: Access to the site is from Rectory Lane, within mixed use areas containing residential housing and flats. The main vehicular access is off Rectory Lane with an additional vehicular entrance on Coningsby. The school operate a one way system from the entrance on Rectory Lane through to the exit at Coningsby. Both access points allow pedestrian access into and out of the School grounds.

The contractor should note the following:

- It is anticipated that the construction phase will commence in August 2014 when the school is fully occupied by staff, young children and visitors.
- A Traffic Management Plan is required to describe the Contractor's proposals for managing site traffic, (contractor's vehicles, deliveries etc) on the fully occupied sites (incl. recreation ground).
- The courtyard access is restricted. It is the contractor's responsibility to overcome these restrictions and allow for all associated costs.
- The Contractor will be expected to discuss all aspects of the contractor's vehicles and operatives movements around the site with the Headteacher and agree a

INSTRUCTIONS TO TENDERERS

method for managing this in advance of commencement on site. No claim for extra expense attributable to this portion of the works shall be entertained by the Employer. The Contractor shall have a Banksman to escort all vehicles on or off site at all times. Vehicles shall not arrive at the school at school drop-off, lunch break and pick-up times,

- Access limitations: The Contractor must ascertain details of any restrictions which may be imposed by the Police or Local Authority and take all necessary precautions to prevent nuisance from excess traffic on adjacent roads. The Contractor must give notice to all adjacent neighbours prior to commencing any works (including investigatory).

The Contractor should plan that all works which would be potentially disruptive to the running of the school must be planned to be undertaken out of hours and that the area subject to operations must be left in a clean and tidy condition suitable for use by the school on the following day. This includes building and building services works. (eg forming connections to existing services and the like)

The Contractor must plan the works around the school's term dates and other commitments. The term dates are as follows:

Spring Term 2014

- Monday 6 January 2014 - Friday 4 April 2014
- February half term holiday: Monday 17 February 2014 to Friday 21 February 2014
- Spring holiday: Monday 7 April 2014 to Monday 21 April 2014
- (Good Friday - 18 April 2014, Easter Monday 21 April 2014)

Summer Term 2014

- Tuesday 22 April 2014 - Tuesday 22 July 2014
- May half term holiday: Monday 26 May 2014 to Friday 30 May 2014

210 PARKING

- Restrictions on parking of the Contractor's and employees' vehicles: To be agreed with the Headteacher prior to commencement. It is likely that during term time a maximum of 2 contractor's vehicles can be accommodated on the school site.

220 USE OF THE SITE

- General: 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:
 - Residential properties adjacent and opposite the school
 - Bus route on Rectory Lane

240 HEALTH AND SAFETY HAZARDS

General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:

To the school site:

- Asbestos is present within the existing building. A copy of the Asbestos report has been included for Contractor's information only.
- Bats may be present within the existing building. The contractor is required to undertake a bat survey prior to demolition.
- Existing Foundations
- Occupied school – staff, visitors, young children on site.
- Occupied site at weekends for extra curriculum activities including use of the trampoline centre and sports pitches.

INSTRUCTIONS TO TENDERERS

- Traffic – staff cars, parents dropping children off, deliveries, visitors and general road traffic.
- Adjacent to a bus route.
- Supplies and services
- Restricted vehicle access to site
- Demolition of existing buildings which contain asbestos.

Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. The Contractor is to 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

It is a requirement of this tender that the Contractor visits the school site prior to submitting his tender. To this end the tendering Contractors should ensure that they sign in at Reception.

The Contractor must give a minimum 5 days working notice to the school and have their consent prior to visiting the site (failure to comply with this will prevent access to the site).

Contact: Andi Boultonwood, (School Bursar), 01344-465025; aboultonwood@brakenhale.co.uk

Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

A13 DESCRIPTION OF THE WORKS

110 PREPARATORY WORK BY OTHERS

- Works: Carried out under a separate contract and completed before the start of work on site for this Contract: None.
- Description: None. The Contractor is to allow for all works required to deliver this project.

120 THE WORKS

Description: The proposed scheme is to provide additional space in the form of a two storey KS5 building with classrooms and seminar rooms, toilet facilities' and a covered atrium to provide access to the first floor of the extension. It is also intended to provide a covered canopy to link the existing Post 16 Engineering block to the new Post 16 LRC and science block. Additional car parking spaces will also be required as part of the works.

The whole of the development works shall be designed and constructed to incorporate, and in accordance with, the latest relevant requirements of the following:

- a) Local Planning Authority
- b) Building Regulations
- c) British Standards and Codes of Practice
- d) Secured by Design
- e) Fire Officer Requirements
- f) Health and Safety at Work Act 1974/CDM Regulations 2007
- g) All Utilities (Gas, Electricity & Water)
- h) Telephone Operator
- i) Telecoms Operator
- j) Environment Agency
- k) Achieve very good rating from Considerate Constructors Scheme

INSTRUCTIONS TO TENDERERS

- l) Noise Pollution Act and Clean Air Act
- m) Local Water company regulations and Bylaws
- n) Building Bulletins and DfES Guides.
- o) CIBSE Guides
- p) Specification of Highway Works
- q) BRE Green Guide to Specification
- r) Control of Asbestos Regulations 2012
- s) Party Wall etc... Act 1996
- t) Bracknell Forest Council guidance documents and Byelaws
- u) Achieve Very Good rating from BREEAM, 2011
- v) IET Regulations 17th Edition.
- w) Secured by Design

The Contractor shall include for all costs in meeting BREEAM 'very good' for the Works. The Contractor shall remain fully responsible for achieving the requirements of BREEAM 'very good' and no increase in the total of the prices will be allowed for any additional costs of whatever nature.

The Contractor shall comply with all local authority and other statutory requirements for these works by obtaining and paying all fees and charges in connection with all necessary licences and permissions for working in areas which are not in the Employer's ownership, including Statutory Services and drainage.

The Contractor shall allow for the cost to prepare a travel / traffic management plan for the proposed development.

The Contractor shall be entirely responsible for the design and construction of the Works and is deemed to have included for all items necessary to complete the whole of the Works within his Contract Sum.

121 THE WORKS

The Contractor shall be responsible for obtaining Building Regulations, Environmental Health approval, etc and shall include for all charges, fees and associated costs in complying with these and other Statutory Requirements. On receipt of the approval documentation the Contractor shall pass the original Notice of Approval together with any supporting documents to the Employer, and in any event within 24 hours request by the EA.

122 THE WORKS

The Employer has applied for full Planning Permission: The application can be viewed by Bracknell Forest Council online portal.

It will be the responsibility of the Contractor to discharge any conditions included in the planning approval and all costs arising there from will be deemed to be included in the Contract Sum. It is the contractors responsibility to obtain planning amendment approval for changes in the tender design and contractors design.

Any amendments to the original permission must be notified to the Employer for approval and shall be at the entire cost of the Contractor. Any amendments to the permission given shall not be deemed a change to the Employer's Requirements.

No increase will be allowed to the Contract Sum for any costs of whatever nature incurred as a result of amendments to the planning approval other than for variations incurred as a result of instructions passed by the EA.

INSTRUCTIONS TO TENDERERS

- A copy of the revised Approval Notice, if applicable, and any amendments shall be passed to the Employer.
- 123 THE WORKS
In the event that additions or revisions to the design or specification are required in order to comply with the requirements of the Planning Authority or Building Control, these shall be executed by the Contractor at his own expense.
- 124 THE WORKS
The Contractor shall ensure that all works comply with Codes of Practice, British Standards, Building Regulations and other Statutory Regulations currently in force at the Base Date.
- 125 THE WORKS
The Contractor shall be responsible for identifying, meeting and complying with any requirements from the Local or Statutory Authorities.
- 126 THE WORKS: the scheme shall be designed to comply with the ‘Secured by Design’ requirements and certification is required.
Contractors must provide the EA with a copy of the application for Secured by Design at the first site meeting. Final inspection and certification is to be submitted to the EA prior to Practical Completion.
- 130 ADOPTIONS:
The Contractor will be responsible for paying all costs in connection including all supervision and statutory, water utility and environment agency fees. The Employer will enter into any agreements with the Local Parish Council. The contractor will provide supporting design information to assist the agreement and on completion of works provide confirmation of compliance with the agreement.
- 134 THE WORKS
Contractors should include for providing protection to existing roads/car parks/playgrounds, sewers, site services and external works of sufficient size and capacity to service the site and provide additional mains, ducts, pipes, manholes and chambers to facilitate connection thereto, avoiding disruption to new paved areas wherever possible, and for obtaining approval from relevant Statutory Authorities for the size, location and installation of these additional site services and external works. The proposals shall be submitted to the EA and School for comment before commencement on site.
- 135 THE WORKS
The Contractor shall be responsible for carrying out sound tests as required by Building Regulations and BREEAM. The Contractor will be required to provide written confirmation of the acoustic level obtained.

The contractor shall review the programme and submit his proposals on how the programme can be improved without disrupting the school or increasing costs.

INSTRUCTIONS TO TENDERERS

A20 JCT DESIGN AND BUILD CONTRACT (DB)

222 JCT DESIGN AND BUILD CONTRACT

The contract: JCT Design and Build Contract (DB), 2011 Edition as amended by 'The Schedule of Modifications to JCT DB 2011 issue 01

THE RECITALS

First

THE WORKS

Description: The proposed scheme is to provide additional space in the form of a two storey KS5 building with classrooms and seminar rooms, toilet facilities' and a covered atrium to provide access to the first floor of the extension. It is also intended to provide a covered canopy to link the existing Post 16 Engineering block to the new Post 16 LRC and science block. Additional car parking spaces will also be required as part of the works.

At : Brakenhale Secondary School, Rectory Lane, Bracknell, Berkshire, RG12 7BA

Provided that no approval, comment, consent, decision, opinion, recommendation, inspection or test given or made on behalf of the Employer or the Employer's Agent shall prejudice or affect the liability of the Contractor hereunder for the design carrying out and completion of the Works and for the performance of his obligations under this Contract strictly in accordance with the terms and conditions hereof.

The Contractor warrants that any discrepancy between the Employer's Requirements and the Contractor's Proposals has been highlighted by the Contractor in his Proposals. The Contractor further warrants that his Proposals correspond exactly with those of the Employer unless it specifically is stated otherwise.

Fifth

DIVISION OF THE WORKS INTO SECTIONS

The Fifth Recital will not be deleted.

THE ARTICLES

Article 3 - EMPLOYER'S AGENT

See clause A10/140.

Article 5 - CDM COORDINATOR

See clause A10/145.

Article 6 - PRINCIPAL CONTRACTOR (CDM AND SWMP)

Principal Contractor: See clause A10/130

9

LEGAL PROCEEDINGS

- Amendments: None

CONTRACT PARTICULARS

PART 1: GENERAL

Fourth recital and clause 4.5

CONSTRUCTION INDUSTRY SCHEME (CIS)

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

INSTRUCTIONS TO TENDERERS

Fifth Recital
DESCRIPTION OF SECTIONS
Description of Sections:

GENERAL:

It is expected that connections of new to existing services, asbestos, works that affect safety or operation of the school will be done out of hours during term time and all weekend / holiday periods.

The School must remain functional and safe for it to operate during term time.

Work Phases of the project are to be completed by 20th February 2015. The Contractor is to be aware of the school term and holiday dates. Demolition should occur during holidays and/or out of hours (after 4pm or and/or weekends). Service connections should ideally occur during holidays and/or out of hours (in any event without disruption to the school).

Sixth Recital
FRAMEWORK AGREEMENT

- Framework agreement: N/A.

Seventh Recital and Part 1 of Schedule 2
SUPPLEMENTAL PROVISIONS – PART

- Site manager: Paragraph 1 does not apply.
- Named subcontractors: Paragraph 2 does not apply.
- Bills of quantities: Paragraph 3 does not apply.
- Valuation of changes – Contractor's estimate: Paragraph 4 applies.
- Loss and expense – Contractor's estimates: Paragraph 5 applies.

Seventh Recital and Part 2 of Schedule 2
SUPPLEMENTAL PROVISIONS – PART 2

- Acceleration quotation: Paragraph 6 applies.
- Collaborative working: Paragraph 7 applies.
- Health and safety: Paragraph 8 applies.
- Cost savings and value improvements: Paragraph 9 applies.
- Sustainable developments and environmental considerations: Paragraph 10 applies.
- Performance indicators and monitoring: Paragraph 11 does not apply.
- Notification and negotiation of disputes: Paragraph 12 applies.
- Where paragraph 12 applies, the respective nominees of the parties are:
 - Employer's nominee: to be advised.
 - Contractor's nominee: to be advised.
 - Or such replacement as each party may notify to the other from time to time.

Article 4
EMPLOYER'S REQUIREMENTS, CONTRACTOR'S PROPOSALS, CONTRACT SUM
ANALYSIS

- Employer's Requirements: the tender documents.
- Contractor's Proposals: to be agreed.
- Contract Sum Analysis: to be agreed.
- Specific Requirements: to be agreed.

Article 8
ARBITRATION

- Article 8 and clauses 9.3 to 9.8 (arbitration) applies

INSTRUCTIONS TO TENDERERS

Clause 1.1

BASE DATE

- Base Date: 10 days before tender return date.

Clause 1.1

CDM PLANNING PERIOD

- Shall mean the period of between the appointment of the Contractor until the commencement of works on site.

Clause 1.1

DATES FOR COMPLETION

- Dates for completion:
- Date: 20th February 2015

Clause 1.7

ADDRESSES FOR SERVICE OF NOTICES

- Employer: Bracknell Forest Borough Council
- Address: Easthampstead House, Town Square, Bracknell, Berkshire RG12 AQ

- Contractor: TBA
- Address: TBA.
- Fax Number: TBA.

Clause 2.3

DATE OF POSSESSION OF THE SITE

- Dates of Possession:
- Date: 25th August 2014

Clause 2.4

DEFERMENT OF POSSESSION OF THE SITE

- Clause 2.4 applies.
- Where clause 2.4 applies, maximum period of deferment is:
- Maximum period: 2 weeks.

Clause 2.17.1. Delete clause 2.17.1 and replace with the following:

2.17.1.1 The Contractor accepts entire responsibility for the Contractor's Proposals and for any mistake, inaccuracy, discrepancy divergence or omission contained in the same. Nothing contained in the Contractor's Proposals shall affect in any way the warranties and undertakings of the Contractor under clause 2.17.2.

2.17.1.2 Insofar as the design of the Works is comprised in the Contractor's proposals and in what the Contractor is to complete under clause 2 and in accordance with the Employer's Requirements and the Conditions (including any further design which the Contractor is to carry out as a result of a change in the Employer's Requirements), the Contractor warrants and undertakes to the Employer that:

He has exercised and will continue to exercise all the skill and care in the design of the Works to be expected of a professionally qualified and

INSTRUCTIONS TO TENDERERS

competent designer experienced in the design of works similar in size, scope, complexity and character of Works;

The Works will, when completed, comply with any performance specification or standard or requirement included or referred to in the Employer's Requirements or the Contractor's Proposals;

The Works will, when completed, comply with the Development Control Requirements, the Statutory Requirements and the Construction Phase Health and Safety Plan.

2.17.1.3 The Contractor shall not have or make any claim for an extension of time under clause 2.25 or for loss and/or expense under clause 4.20 and clause 8.8 shall not have effect where and to the extent that the cause of the progress of Works having been delayed, affected or suspended is due to any mistake, inaccuracy, discrepancy or omission in the Contractor's Proposals or in any of the drawings or documents referred to in clause 2.8 or any failure by the Contractor to provide necessary drawings or documents in due time.

2.17.1.4 Any mistake, inaccuracy, discrepancy, divergence or omission in the Contractor's Proposals or in any drawing or document referred to therein or referred to in clause 2.7 shall be corrected by the Contractor (subject to clause 2.14.1 in the case of discrepancy or divergence) but there shall be no addition to the Contract Sum in respect of such correction or in respect of any instruction of the Employer relating to any such mistake, inaccuracy, discrepancy, divergence or omission (and the Employer is hereby empowered to issue instructions for such purposes).

2.17.1.5 Any reference in the Employer's Requirements, the Contractor's Proposals, the Contract Sum Analysis, the Articles of Agreement and the Conditions to the design which the Contractor has prepared or shall prepare or issue for the Works includes a reference to any design which the Contractor has caused or shall cause to be prepared or issued by others."

Clause 2.17.3

LIMIT OF CONTRACTOR'S LIABILITY FOR LOSS OF USE, ETC.

- Limit of Contractor's liability for loss of use: not applicable.

Clause 2.29.2

LIQUIDATED DAMAGES

- Damages:
 - Section 1: At the rate of £200 per calendar day.
 - BFC to confirm calculation formula or similar?

Clause 2.35

RECTIFICATION PERIOD

- Period from the date of Practical Completion of each section:

INSTRUCTIONS TO TENDERERS

- Section 1: 12 months.
- Section 2: 12 months.

INSTRUCTIONS TO TENDERERS

Insert new clause:

“Clause 2.39

Documents regarding physical conditions, services and other conditions

The Contractor has had an opportunity to inspect the physical conditions, services (including the sub-surface conditions) and other conditions of or affecting the site including any existing structures and shall be deemed to have fully acquainted himself with the same and to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect the execution of the Works. No failure on the part of the Contractor to discover or foresee any such condition, risk, contingency or circumstance, whether the same ought reasonably to have been discovered or foreseen or not shall entitle the Contractor to an addition to the Contract Sum or to an extension of time or to any claim whatsoever whether in contract, tort or by way of misinterpretation or otherwise.

The Contractor shall not and shall not be entitled to rely upon any survey, test, report or other document prepared by or on behalf of the Employer regarding any matter as is referred to in this clause and the Employer makes no representation and/or gives no warranty as to the accuracy or completeness of any such survey, test, report or document or as to any representation or statement, whether negligently or otherwise made, therein contained.”

Clause 4.6

ADVANCE PAYMENT AND ADVANCE PAYMENT BOND

- Advance payment: Clause 4.6 does not apply.

Clause 4.7

METHOD OF PAYMENT – ALTERNATIVE B

- Payment: Periodically, in accordance with Alternative B (clause 4.14).
- Dates of Interim Applications: The first date is one month after contract commencement and thereafter the same date in each month or the nearest Business Day in that month.

Clause 4.9

INTERIM PAYMENT

- Delete “14 days” and replace with 30 days.
- Off site materials/manufacturing:- will not be valued.

Clause 4.15.4

LISTED ITEMS – UNIQUELY IDENTIFIED

- Listed items: Clause 4.15.4 will be deleted.

Clause 4.15.5

LISTED ITEMS – NOT UNIQUELY IDENTIFIED

- Listed items: Clause 4.15.5 will be deleted.

Clause 4.17

CONTRACTORS RETENTION BOND

- Clause 4.17 does not apply.

Clause 4.18.1

RETENTION PERCENTAGE

- Retention: 3 per cent until Practical Completion
1.5 per cent until the end of the Rectification Period

Clause 4.19 and Schedule 7

INSTRUCTIONS TO TENDERERS

FLUCTUATIONS OPTIONS

- Schedule 7: Fluctuations Option A applies.
- Percentage addition: For Fluctuations Option A, paragraph A.12: nil per cent.

INSTRUCTIONS TO TENDERERS

Clause 5.5
DAYWORK

- Percentage additions to each section of the prime cost or, if they apply in respect of labour, the All-Inclusive Rates, are set out in the following document: see clause A60 of preliminaries/general conditions.

Clause 6.4.1.2
CONTRACTOR'S INSURANCE – INJURY TO PERSONS OR PROPERTY

- Insurance cover (for any one occurrence or series of occurrences arising out of one event): £10million

Clause 6.5.1
INSURANCE – LIABILITY OF EMPLOYER

- Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event: applies

Clause 6.7 and Schedule 3
INSURANCE OF THE WORKS – INSURANCE OPTIONS

- Schedule 3: Insurance option A applies.
- Percentage to cover professional fees: 12 per cent.
- If option A applies, annual renewal date (to be supplied by the Contractor).

Clause 6.10 and Schedule 3
TERRORISM COVER

- Details of the required cover: not required.

Clause 6.12
PROFESSIONAL INDEMNITY INSURANCE

- Level of cover: Amount of indemnity required:
- relates to claims or a series of claims arising out of one event;
- and is £ 5,000,000.
- Cover for pollution and contamination claims: £5,000,000.
- Expiry of required period of Professional Indemnity Insurance: 12 years.

Clause 6.14
JOINT FIRE CODE

- The Joint Fire Code: Applies.
- Application: State whether the insurer under Schedule 3, Insurance Option A, B or C (paragraph C.2) has specified that the works are a 'Large Project': As required by the insurer.

Clause 6.17
JOINT FIRE CODE – AMENDMENTS/ REVISIONS

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

Clause 7.2
ASSIGNMENT/ GRANT BY EMPLOYER OF RIGHTS UNDER CLAUSE 7.2

- Clause 7.2 does not apply.

Clause 8.9.2
PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR)

- Period of suspension: two months.

INSTRUCTIONS TO TENDERERS

Clauses 8.11.1.1 to 8.11.1.6

PERIOD OF SUSPENSION (TERMINATION BY EITHER PARTY)

- Period of suspension: two months.

Clause 8.13

Insert new clause as follows:

“Upon any termination of the Contractor’s employment or if this Contract is terminated or discharged and notwithstanding that the validity of termination (whether of the Contractor’s employment or this Contract) or discharge is disputed by the Contractor, the Contractor shall vacate the site (subject only to clause 8.12.2.1, if applicable) and shall immediately deliver to the Employer possession of the site and of the Works then carried out. On application from the Contractor, the Employer will allow the Contractor an opportunity to visit the site to remove any equipment or plant belonging to the Contractor and which was not capable of being removed when the Contractor returned possession of the site to the Employer.”

Clause 9.2.1

ADJUDICATION

- The Adjudicator is: The President or Vice President of the Royal Institute of British Architects.
- Nominating body: Where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established): The President or Vice President of the Royal Institute of British Architects.

Clause 9.4.1

ARBITRATION

- Appointor of Arbitrator (and of any replacement): President or a Vice President of the Royal Institute of British Architects.

PART 2: THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES

Part 2(A) Clauses 7A, 7C and 7E

P&T RIGHTS PARTICULARS

- Part 2 (A): Identity of Purchasers/ Tenants on whom P&T Rights may be conferred, and whether (in the case of the Contractor) those rights are to be conferred as third party rights (clause 7A) or by Collateral Warranty (clause 7C)

Part 2(B)

P&T RIGHTS FROM THE CONTRACTOR

- Paragraph 1.1.2 of Schedule 5, Part 1 or clause 1.1.2 of CWa/P&T not applicable.

Part 2(C and D)

FUNDER RIGHTS PARTICULARS

- Part 2(C):
 - Collateral warranties: Clauses 7B, 7D and 7E of the Conditions of Contract.
 - Identity of Funder in whom Funder Rights may be vested under this Contract: Not applicable.
- Part 2 (D):
 - Nature of Funder Rights from the Contractor: Not applicable.

Part 2 (E)

COLLATERAL WARRANTIES FORM SUBCONTRACTORS

- Part 2(E):
 - Conditions: Clauses 3.3 and 3.4 of the Contract.
 - Collateral warranties may be required from the following subcontractors or categories of subcontractor: Not required.

INSTRUCTIONS TO TENDERERS

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.5

RECKONING PERIODS OF DAYS

- Amendments: None.

1.10

APPLICABLE LAW

- Amendments: None.

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: CHANGES

SECTION 6: INJURY, DAMAGE AND INSURANCE

SECTION 7: ASSIGNMENT, THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES

SECTION 8: TERMINATION

SECTION 9: SETTLEMENT OF DISPUTES

EXECUTION

The Contract: **Will be executed as a Deed.**

PARENT COMPANY GUARANTEE

Not required.

INSTRUCTIONS TO TENDERERS

A21 FEES

110 LIABILITY FOR FEES AND CHARGES is as follows:

- a) To be paid by the Employer
 - (i) Fees for the preparation of these Employer's Requirements
 - (ii) Legal Fees in connection with Statutory Agreements
 - (iii) Fees for CDM Co-ordinator
 - (iv) Fees for the Employer's mechanical and electrical consultant
 - (v) Fees for the Employer's Agent (and representatives as defined in section A10), but excluding contractor's design team/consultants.

- b) To be paid by the Contractor
 - (i) Fees for discharging planning conditions and for any changes to planning permission brought about by the Contractor's Proposals
 - (ii) All fees for the preparation of the Contractor's Proposals including all drawings, quantities, calculations, specifications etc...
 - (iii) Fees for all additional site surveys, ground investigations (including laboratory tests), ground radar, topographical surveys, ecology surveys, horticultural surveys, M&E surveys, drainage surveys and structural surveys undertaken by the Contractor and not issued as part of the Employer's Requirements documentation.
 - (iv) All fees, charges and capital contributions levied by all Statutory Authorities including any commuted sums
 - (v) Fees payable to contractors designers e.g. Architect, Engineers, modular designer/manufacture and any other design consultants employed by the Contractor
 - (vi) All fees, bonds, legal costs and charges etc. in respect of Section Agreements, including Section 38, 41, 104, 106, 278 Agreements, excluding the Employer's legal fees
 - (vii) Demolition and any asbestos/toxic fungus and Japanese Knotweed removal. Landfill taxes and charges.
 - (viii) Carbon Index energy rating (Energy Performance Certificate) for expanded school, IES modelling for the school including heat loss parameter calculations, survey fees etc.
 - (ix) Acoustic / sound tests as required by Building Regulations, ecology survey, Arboriculturist survey, bat survey and daylighting.
 - (x) Fees for Considerate Constructors Scheme
 - (xi) Landfill taxes, disposal costs including waste classed as contaminated / hazardous and as identified by WAC testing etc...
 - (xii) Post novation fees payable to BREEAM Assessor etc.. and any other design consultants employed by the Employer. Any fees associated with achieving BREEAM 'very good' accreditation.

INSTRUCTIONS TO TENDERERS

(xiii) Any fees payable not being listed as the Employer's responsibility.

125 DESIGN FEES: Whereby the designers fees (or part fee) is due for payment the Contractor shall ensure immediate payment of the fee(s) without delay and issue a receipt in order that the EA is able to include said fee(s) within the next valuation after the said request.

A30 TENDERING/ SUBLETTING/ SUPPLY

MAIN CONTRACT TENDERING

155 COLLATERAL WARRANTY: Sub-Contractors / Sub-Consultants / Suppliers are not required to enter into a Collateral Warranty with the Employer however, Bracknell Forest Borough Council reserves the right for direct recourse to Sub-Contractors / Sub-Consultants as if a collateral warranty existed.

The Contractor shall include all associated costs for such provision.

The Sub-Contractors / Sub-Consultants / Suppliers must have and are to use their best endeavours to maintain professional indemnity insurance policies with an approved insurer commencing on the date of appointment and expiring 12 years after the date of Practical Completion of the Works as defined by the Building Contract and stipulated below. As and when it is reasonably requested to do so by the Employer or its appointee, the Contractor shall produce for inspection documentary evidence that the professional indemnity insurance is being maintained.

The Contractor / Sub-Contractors / Sub-Consultants / Suppliers and shall provide the Services with the reasonable skill care and diligence as may reasonably be expected of appropriately qualified and experienced consultants with appropriate skill and experience of providing services of a similar scope, type, nature and complexity to the Services.

157 SUB-CONTRACTORS/SUPPLIERS: the names of sub-contractors and suppliers providing professional indemnity insurance are detailed below and must be submitted to the Employer when requested. Please note that this list is not exhaustive and any consultant / supplier with a design input should provide professional indemnity insurance.

Architect	–	Professional	Indemnity	Insurance	required	–
£2,000,000.00						
Structural & Civil Engineer	–	Professional	Indemnity	Insurance	required	–
£2,000,000.00						
Geotechnical Engineer	–	Professional	Indemnity	Insurance	required	–
£2,000,000.00						
Public Health Engineer		–	Professional	Indemnity	Insurance	required
£1,000,000.00						
Mechanical Engineer	–	Professional	Indemnity	Insurance	required	–
£1,000,000.00						
Electrical Engineer		–	Professional	Indemnity	Insurance	required
£1,000,000.00						
Roof Structure Designer		–	Professional	Indemnity	Insurance	required
£1,000,000.00						

INSTRUCTIONS TO TENDERERS

Modular Designer/Manufacturer – Professional Indemnity Insurance required –
£2,000,000.00

Contractor – Professional Indemnity Insurance required –
£5,000,000.00

160 EXCLUSIONS

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

170 ACCEPTANCE OF TENDER

- Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non acceptance will be given. The employer does not warrant to undertake the works or part works and reserve the right to vary the works.
- Costs: No liability is accepted for any cost incurred in the preparation of any tender.

PRICING/ SUBMISSION OF DOCUMENTS

220 PRICING OF PRELIMINARIES

Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries, the Contractor is to provide as part of the Contractor's Proposals, a breakdown of the headings contained within Section A40 to A61 inclusive of this document and any other section within the preliminaries.

240 PRICING OF PERFORMANCE SPECIFIED WORK

Scope: The Contractor must include for all associated and ancillary work shown or clearly apparent as being necessary to meet the requirements for the Performance Specified Work and its completion and proper integration with the Works generally.

Quantities: Where provided, these are indicative only.

Price: Deemed to include for all costs. Errors in measurement or calculation will be the Contractor's responsibility.

250 PRICED DOCUMENTS

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

300 QUANTITIES IN THE PRICED DOCUMENT

- Quantities: Where included in the priced document, these have been prepared in accordance with RICS New Rules of Measurement (NRM).

300 QUANTITIES IN THE PRICED DOCUMENT

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

310 TENDER

INSTRUCTIONS TO TENDERERS

- 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.

311 EMPLOYER'S REQUIREMENTS:

This document sets out the criteria which will have to be fulfilled during the design and construction, of the works together with the basis upon which the Employer and the Contractor have entered into contract.

The Contractor is deemed to have included for all work shown or described in the contract documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

321 PRICING OF THE EMPLOYER'S REQUIREMENTS

Alterations and qualifications to the Employer's Requirements must not be made without the written consent of the EA. Costs relating to items in the Employer's Requirements which are not priced will be deemed to be included elsewhere in the Contract Sum.

350 PROVISIONAL SUMS

Provisional Sums which have not been included by the Employer will not be accepted under any circumstances and any sums identified by the Contractor as Provisional Sums shall be deemed to be included as a lump sum within the Contract Sum.

The Contractor shall include all necessary overheads and profit within his Costs and all programming implications within the programme for the execution of the provisional sums.

480 PROGRAMME

Programme of work: Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design at tender submission. Itemise any work which is excluded. Thereafter and before commencement on site the programme should be developed into detailed sub-elements. The Contractor should track progress against the programme and issue updates fortnightly.

Submit: One week of request.

490 INFORMATION RELEASE SCHEDULE

- Compatibility with programme: At the same time as submitting the proposed programme or summary, confirm that it is compatible with the Information Release Schedule.
- Alternative proposals: If any part of the programme is not compatible with the Schedule submit alternative proposals and reasons for varying the times for release of information.

530 SUBSTITUTE PRODUCTS

If products of different manufacturer to those specified are proposed, the Contractor is to submit details, giving reasons for each proposed substitution. Substitutions which are not notified to the EA may not be considered.

540 QUALITY CONTROL RESOURCES

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

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

542 QUALITY ASSURANCE:

A copy of the selected Contractor's Quality Assurance Manual must be provided when requested by the Employer where the Contractor is registered under BS 5750.

543 DESIGN COSTS AND LICENSING FEES:

INSTRUCTIONS TO TENDERERS

The Contractor will not be separately reimbursed for the cost of any design work or for any licensing fees arising out of the contract. The Contract Sum is deemed to include for all design costs and licensing fees.

PRICING/ SUBMISSION OF DOCUMENTS

550 HEALTH AND SAFETY INFORMATION

Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect. Include:

- A copy of the contractor's health and safety policy document, including risk assessment procedures.
- Accident and sickness records for the past five years.
- Records of previous Health and Safety Executive enforcement action.
- Records of training and training policy.
- The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- **Submit proposals for maintaining security and safety of the school including control of the school's access gate.**

Submit: with Tender.

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

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

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

590 SITE WASTE MANAGEMENT PLAN

Person responsible for creating, drafting and managing the plan: The Contractor.

Content: Include details of:

- Principal Contractor for the purposes of the regulations.
- Location of the site.
- Description of the project.
- Estimated project cost.
- Types and quantities of waste that will be generated.

INSTRUCTIONS TO TENDERERS

- Resource management options for these wastes including proposals for minimisation / reuse / recycling.
 - The use of appropriate and licence waste management contractors.
 - Record keeping procedures.
 - Waste auditing protocols.
- Submit to the EA prior to commencement.

SUBLETTING/ SUPPLY

630 DOMESTIC SUBCONTRACTS

General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.

List: Provide details of all subcontractors and the work for which they will be responsible.

Submit: When requested.

INSTRUCTIONS TO TENDERERS

645 'LISTED' DOMESTIC SUBCONTRACTORS

- Additional persons: Under the provisions of the Contract Conditions, make written application and, if requested, submit (in an approved form) evidence of the suitability of such additional persons. Wherever possible, submissions for addition of persons must be made, and consent obtained, before return of the tender. When any submission for addition of persons is made with the tender the consequences, if any, to the tender price compared to the use of the listed persons are to be made clear or the tender will be treated as qualified.
- Extent of list: If less than three persons named in the list are able and willing to carry out the relevant work so that the relevant Conditions of Contract becomes operative, immediately notify for decision whether or not names shall be agreed for addition to the list.
- Agreement: Before the start of the work to which the list relates enter into a binding subcontract agreement and confirm that this has been done, giving the name of the selected subcontractor.

700 EQUAL OPPORTUNITIES: The Contractor is reminded of obligations under legislation not to unlawfully discriminate. To this end Contractor must promote equal opportunities in employment regardless of an employee's gender, religion, the disability, marital status, creed, colour, race or ethnic origin in respect of all conditions of employment and shall ensure that any sub-contractor acts similarly. The Contractor shall be required to provide proof that it is operating such a policy. The aim of this requirement is to ensure fair employment conditions for all workers with a direct or indirect relationship with the Council, and to promote the employment of local people on a non-discriminatory basis.

INSTRUCTIONS TO TENDERERS

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 advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.

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

Response: Do not proceed until response has been received.

122 CLERK OF WORKS

The employer may engage a quality control inspector who may inspect the works on a regular basis.

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 6/2009 A design framework for building services. Design activities and drawing definitions.

- CAD data: In accordance with BS 1192.

145 CONTRACTOR'S CHOICE

- Meaning: Selection delegated to the Contractor, and liability.

150 CONTRACTOR'S DESIGN

- Meaning: Design to be developed and completed by the Contractor (and his appointed qualified professionals) and supported by appropriate contractual arrangements, to correspond with specified requirements.

155 SUBMIT PROPOSALS

- Meaning: Submit information in response to specified requirements.

160 TERMS USED IN SPECIFICATION

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

Fix: Receive, unload, handle, store, place and fasten in position and dispose of waste and surplus packaging including all labours and use of site equipment.

INSTRUCTIONS TO TENDERERS

Supply and fix: As above but including supply of all products to be fixed. All products to be supplied and fixed unless stated otherwise.

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

Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.

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

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

Refix: Fix removed products.

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

Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.

System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

170 MANUFACTURER AND PRODUCT REFERENCE

Definition: When used in this combination:

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

Currency: References are to the particular product as specified in the manufacturer's technical literature current on the Base Date.

171 BRITISH STANDARD PRODUCTS

Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product 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 specifying equivalent requirements and assurances in respect of material, safety, reliability, fitness for purpose, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. In advance of ordering notify the EA of all such substitutions and, when requested, submit for approval documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.

172 REFERENCES TO BSI DOCUMENTS and Codes of Practice do not give the year of issue or date of amendment slips. The Published Version current on the day of the tender return will apply.

200 SUBSTITUTION OF PRODUCTS

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

Reasons: Submit reasons for the proposed substitution.

Documentation: Submit relevant information, including:

- manufacturer and product reference;
- cost;
- availability;
- relevant standards;
- performance;
- function;
- compatibility of accessories;
- proposed revisions to drawings and specification;

INSTRUCTIONS TO TENDERERS

- 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.

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

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

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

220 REFERENCED DOCUMENTS

Conflicts: Specification prevails over referenced documents.

222 DISCLAIMER

This document and the information contained herein are for the exclusive use of Bracknell Forest Borough Council. Bracknell Forest Borough Council and Atkins Ltd accepts no responsibility for any consequences arising from unauthorised use by any other person(s).

225 COPYRIGHT:

The copyright of this document is vested in Atkins Ltd. This document may not be reproduced in part or whole without their express written permission. The contractors completed design, drawings and documentation become the ownership of Bracknell Forest Council.

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 translations into English.

250 CURRENCY OF DOCUMENTS:

Currency: References to published documents are to the editions, including amendments and revisions current at the Base Date.

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.

INSTRUCTIONS TO TENDERERS

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

- 410 **ADDITIONAL COPIES OF THE EMPLOYER'S DRAWINGS / DOCUMENTS**
Employer's Requirements: After execution of the Contract, one copy of the Employer's Requirements will be issued to the Contractor in accordance with the contract. Additional copies will be issued upon request, if available, but will be charged to the Contractor.
- 440 **DIMENSIONS**
Scaled dimensions: Do not rely on.
- 450 **MEASURED QUANTITIES**
- Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.
 - Precedence: The specification and drawings shall override the measured quantities.
- 460 **THE SPECIFICATION**
Coordination: All sections must be read in conjunction with Main Contract Preliminaries / General Conditions.
- 470 **DIVERGENCE FROM THE STATUTORY REQUIREMENTS**
Divergence: Between the drawings or specification and the requirements of the Building Regulations, other Statutes, statutory undertakers and other regulatory authorities.
Action: Inform immediately.

DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

- 510 **CONTRACTOR'S DESIGN AND PRODUCTION INFORMATION**
General: Develop and complete the design and detailing of parts of the Works as specified.
Provide:
- Production information based on the drawings, specification and other information.
 - Liaison to ensure coordination of the work with related building elements and services.
- Indicative programme: Make reasonable allowance for completing design/ production information, submission (including to the CDM Co-ordinator), obtaining Building Regulations approval, Statutory Consents, comment, inspection, amendment, resubmission and re-inspection.
Design/ production information: Submit two copies (plus electronic copy), one can be returned with comments. Ensure that any necessary amendments are made without delay.
Contractor's changes to Employer's Requirements: Support request for substitution or change with all relevant information.
Employer's amendments to Employer's Requirements: If considered to involve a change, which has not already been acknowledged as a change, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after it has been carried out, may not be allowed.
Final version of design/ production information: Submit 14 days of requested.

INSTRUCTIONS TO TENDERERS

555 SUBMISSION OF INFORMATION

Indicative programme: Make reasonable allowance, for completing design/ production information, checking, submission (including requirements under health and safety legislation), Building Regulations approval, Statutory Consents, comment, inspection, amendment, resubmission and re-inspection.

Atkins employ the following document review status:

Status A – Reviewed – no comment

Status B – Reviewed – incorporate comments and re-submit.

Status C – Reviewed – rejected for reasons noted. Re-work and re-submit.

Status D – Not reviewed

Atkins require 14 days to review and comment on the Contractor's design proposals and the Contractor will be required to amend and re-submit the documents within 7 days. Status A will refer to the design brief intent of the drawings and does not obviate the contractor's responsibility for design, suitability, checking dimensions, coordinating information or content of documentation.

Information from Subcontractors/ Suppliers:

- Obtain in time to meet the programme and in accordance with conditions of the contract.
- Check dimensions are correct, account is taken of all related work coordinated with other Sub-Contractors, and construction is practicable.
- Note any comments on one copy of the design / production information, then submit with the required number of additional unmarked copies. Such checking will not relieve the Contractor's designer or the Subcontractors/ Suppliers of their respective responsibilities for design, co-ordination and documentation.

Inspection and comments: May be marked on one copy and returned to Contractor. This will not relieve the Subcontractors/ Suppliers of their responsibility for design and documentation. Ensure that any necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.

Final version of information: Distribute copies to all affected parties and keep one copy on site.

Submit within 14 days of request.

601 PERFORMANCE SPECIFIED WORK: CONTRACTOR'S PROPOSALS

Indicative programme: Make reasonable allowance for completing performance specified work, submission (including to the CDM Coordinator), Building Regulations approval, Statutory Consents, comment, inspection, amendment, resubmission and re-inspection.

Proposals: Submit two copies, one can be returned with comments and this will be deemed to be a direction, notice or instruction under the Contract. Ensure that any necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.

Request for substitution or variation: Submit, supported by all relevant information, if proposals differ from the performance requirements or require changes at the interface with adjacent work.

Employer's amendments to Performance Specified Work: If considered to involve a variation, which has not already been acknowledged as a variation, notify without delay (maximum period 7 days) and do not proceed until instructed. Claims for extra cost, if made after it has been carried out, may not be allowed.

Submit: Two copies of final version of proposals.

INSTRUCTIONS TO TENDERERS

610 PRODUCTION INFORMATION

Provide: Within 2 weeks of the Site Possession:

- Setting out drawings and finished levels for building and external works (including playgrounds and car parks).
- Dimensioned plans, elevations and sections of each building
- Information on existing services, including design liaison to determine new service routes and entry points.
- Roof details at eaves, verge, abutments including new to existing.
- Drainage details, routes, capacities, sizes, falls, calculations etc.
- Sanitary accommodation schedules and toilet layouts
- Door, window and ironmongery schedules
- Atrium glazing design, connections and detailing
- Canopies designs including calculations.
- Sections/details at openings.
- Finishes/decoration schedules.
- Foundation drawings and calculations
- Floor calculations and drawings
- Sections and details of new to existing junctions.
- Reflected ceiling plan.
- Requirements as set out in fabric, structural/civil, mechanical and electrical performance specifications.
- IES Modelling
- Fittings, Furniture and Equipment layout plans
- Landscape layout and schedule. Hard surface details.
- Design of car parks, footpaths and drainage (including catch pits, interceptors and attenuation) in conjunction with Structural Engineer/Civil Engineer.
- Confirmation by Contractor's Architect of dimensional accuracy of sub-contractors and Suppliers Drawings e.g. foundations, floors, modular units, roof trusses, external walls, new to existing buildings and internal works on existing buildings and room areas.

Within 4 weeks prior to final handovers:

- Creation, preparation and issue of 'As built' Drawings and Manual.

620 AS BUILT DRAWINGS AND INFORMATION

The works shall be carried out to the entire satisfaction of the Employer and the Contractor shall supply the Employer with 2 copies of the As Built manuals (2

INSTRUCTIONS TO TENDERERS

electronic copies on CD-rom and 1no. copy A4 ring binder paper copy). Prepare manuals and handover to the EA not less than 2 weeks before completion of the works.

It must include:

- As built drawings incorporating all CI's.
- Sub-contractors drawings and specifications.
- Schedule of all finishes and fittings, including brick, roof tile types, sanitary fittings, , paint, stain etc.
- Names and address of sub-contractors and suppliers.
- Contacts for emergency repairs. This is of particular importance where handover is, by necessity, immediately prior to a holiday period.
- Manufacturers and installers guarantees.
- Manufacturers operating, cleaning and maintenance instructions, including recommended maintenance and cleaning cycles.
- Details of heating installation, hot and cold water supply, gas supply, electrical installations and lift installations.
- Landscape plan showing all adopted roads, footpaths and adopted areas.
- Floor layout plans indicating service runs.

Note these may be included in operating and maintenance manual also.

Submit: 2 weeks prior to Practical Completion.

630 TECHNICAL LITERATURE

Information: Keep on site for reference by all supervisory personnel:

- Manufacturers' current literature relating to all products to be used in the Works.
- Relevant British Standards.
- A copy of up to date working drawings.
- Parts of BS8000 'Workmanship on Building Sites' which are involved in the specification.
- BSI Handbook No. 3, with all current revision sheets included and superseded sheets involved.

640 MAINTENANCE INSTRUCTION AND GUARANTEES

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

Information location Health & Safety file and Tenants Information Pack.

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

Extent of cover: 24 hours.

690 RECORD DRAWINGS

On completion of the works the Contractor shall supply to the EA such copies of 'As Built' drawings and manuals together with copies of all maintenance and operation manuals for all services installed as requested elsewhere in these documents.

Submit: At least two weeks before the Date of Completion.

730 REQUIREMENTS AT HANDOVER: THE WORKS:

The following should be provided to Bracknell Forest Borough Council at the handover meeting:

- Health and Safety File/Building manual.
- Confirmation of discharge of Planning Conditions from the Local Authority
- One set of all instruction manuals including manufacturers' literature.
- Building Regulations Completion Certificate.
- EPC Certificate.
- Training provided to School and Facilities Manager with signed training sheets.
- Mechanical and Electrical Operations and Maintenance Manual incorporating Test Certificates e.g. Fire, Electric and Gas.
- Drainage Survey confirming drains are operational.

INSTRUCTIONS TO TENDERERS

- Completed Bracknell Forest Borough Council Handover Form with all supporting information/certification.

A32 MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION

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

Provide full site supervisor/site manager on site for the duration of the works. Submit CV with proposals which include experience of similar school projects in scope and scale.

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.

115 CONSIDERATE CONSTRUCTORS SCHEME

The Contractor shall register the scheme (provide details prior to pre-start meeting) with the Considerate Constructors Scheme and shall allow in his Contract Sum for all costs incurred in complying with the requirements of the Scheme's Code of Considerate Practice including paying all fees and charges. Feedback should be provided at each site meeting to advise of any visits made by Considerate Constructors Scheme and the associated findings

The scheme should achieve a minimum score of 35 based on the 2013 code and checklist. The Contractor should continuously achieve very good rating by CCS.

120 INSURANCE

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

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.

140 CLIMATIC CONDITIONS

- Information: Record accurately and retain:
 - Daily maximum and minimum air temperatures (including overnight).
 - Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

141 WEATHER CONDITIONS:

The Contractor shall pay full regard to the weather conditions likely to appertain to the site as set out in the 'Average Monthly Weather Condition Report' issued by the Meteorological office. Assessment of claims by the Contractor for extension of the contract period will be governed by the 'Meteorological Report' and exceptionally adverse weather will be deemed to be that which is more than the average conditions.

150 OWNERSHIP

INSTRUCTIONS TO TENDERERS

- Alteration/ clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds. Do not store on site.

PROGRAMME/ PROGRESS

210 PROGRAMME

Indicative programme: When requested and before starting work on site, submit in MSP, an indicative programme for the Works, which must include details of:

- Design, production information and proposals provided by the Contractor/ Subcontractors/ Suppliers, including inspection and checking (see section A31).
- Planning and mobilization by the Contractor for each Phase of work
- Earliest and latest start and finish dates for each activity and identification of all critical activities.
- Running in, adjustment, commissioning and testing of all engineering services and installations
- Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A51).
- Work by or on behalf of the Employer and concurrent with the Contract (see section A50). The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.

Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.

Submit: Within one week of request.

The programme must show the earliest and latest start and finish dates for each activity and identify all critical activities. It must be of the bar chart type using MSP.

215 REVISED PROGRAMME

Format and content: Compatible with indicative programme.

Revised programme interval: Monthly and attached to the Contractor's Progress Report.

230 SUBMISSION OF PROGRAMME

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

240 COMMENCEMENT OF WORK

Notice: Before the proposed date for commencement of work on site give minimum notice of 7 working days to the School, EA and Statutory Authorities.

250 MONITORING

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

Avoiding delays: If any circumstances arise which may affect the progress of the Works, submit proposals or take other action as appropriate to minimize any delay and to recover any lost time. The Contractor is to notify the EA in writing within 24 hours of the occurrence.

255 NOTIFICATION OF RELEVANT EVENT

- Content: Notwithstanding the Contractor's obligations under the Contract written notice must also be given of all other causes which apply concurrently.
 - Frequency: Fortnightly
 - Location: On site
 - Accommodation: Ensure availability at the time of such meetings.
 - Attendees: Attend meetings and inform Sub-Contractors and supplies when this progress is required.
 - Chairperson (who will take and distribute minutes): EA
 - Reports: Contractor to issue as Clause 265.

Sixth Form Expansion at
Brakenhale Secondary School



INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

260 MEETINGS

Type: Progress meetings will be held to review progress and other matters arising from administration of the Contract.

Progress meetings

- Frequency: Monthly.
- Location: On site.
- Accommodation: Ensure availability at the time of such meetings.
- Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
- Chairperson (who will also take and distribute minutes): EA.
- Contractors Report: required.

Type: Site meetings will be held to review progress and other matters arising from administration of the Contract.

Site meetings

- Frequency: Weekly.
- Location: On site.
- Accommodation: Ensure availability at the time of such meetings.
- Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
- Chairperson (who will also take and distribute minutes): EA.
- Contractors report: required.

265 CONTRACTOR'S PROGRESS REPORT

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

Content: Notwithstanding the Contractor's obligations under the Contract the report must include:

- Date, period covered and number.
- Relevant dates, including: Possession Date, Enabling Works start date, Main Contract Works start date, Contract Completion Date
- Contract Period and current week number out of Contract Period/Programme
- Progress update: current position compared to indicative programme (updated programme) and work in progress including any adjustments to completion dates or potential implications (early/late)
- Details of any matters materially affecting the regular progress of the Works, including: Extension of time requested, extension of time granted, list any actual delays, list any potential delays
- Schedule of requests for information: further drawings or details or instructions requested and answered/outstanding
- Health and Safety Report, including: F10, Construction Phase Plan, construction issues, risk assessments, method statements, H&S audit report, incidents, accidents, HSE visits
- Planning Tracker
- Section Agreement Tracker
- Building Regulation Tracker
- Update on Considerate Constructors Scheme and copies of these reports.
- Security Issues
- Weather log including: Time lost due to exceptional inclement weather, total to date, total in month
- Progress Photographs referred to building locations with dates.
- Progress with Statutory Utilities
- Subcontractors' and suppliers' progress reports
- Works carried out in the current month and a forecast of work for the next month
- Any requirements for further details or instructions.

INSTRUCTIONS TO TENDERERS

- Information release dates.
- 270 **CONTRACTOR'S SITE MEETINGS**
General: Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress. Provide minutes when requested by the EA.
- 275 **CONTRACTOR'S MEETINGS WITH THE SCHOOL**
- Meet School daily to discuss planned work activities, agree working patterns, reduce inconvenience to School, H&S matters and programme. Meet weekly to provide detailed 1 week look ahead and take due consideration of school's particular requirements.
 -
- 280 **PHOTOGRAPHS**
- Number of locations: minimum 12 (cross referenced to GA Plan) with descriptions and dates.
 - Frequency of intervals: fortnightly
 - Image format: jpeg, tif, gif
 - Number of images from each location: one.
 - Distribution: attach to Contractor's Progress report.
 - Photographs shall contain pictures of children, members of staff or public.
- 281 **SNAGGING MEETING**
A pre-handover snagging meeting should be arranged when the Employer is satisfied that each Phase is 'complete'. The Employer regards this meeting as being of prime importance in gauging the accuracy of the anticipated handover date. It is also the final opportunity to make the Contractor aware of the standard of finish at practical completion.
4 week's notice should be given of the pre-handover meeting to the Employer.
- 290 **NOTICE OF COMPLETION**
Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
Associated works: Ensure necessary access, services and facilities are complete.
Period of notice (minimum): 4 weeks.
- 300 **ADVERSE WEATHER**
Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions. Such protection to include for draining down and later refilling heating systems during cold weather. It is the Contractors responsibility to install scaffold temporarily roofs/enclosures and their requirement.
- 310 **EXTENSIONS OF TIME**
- Notice: When a notice of the cause of any delay or likely delay in the progress of the Works is given under the conditions of contract, written notice must also be given of all other causes which apply concurrently.
 - Details: within 7 days of event:
 - Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
 - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
 - Indicate the impact of the relevant event on the critical path of the programme
 - All other relevant information required.

INSTRUCTIONS TO TENDERERS

CONTROL OF COST

410 CASH FLOW FORECAST

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

Update: As required by the EA during construction works.

415 VAT

Before signing of the Contract the Contractor will be required to submit a detailed priced list describing the items, which, in the contractor's view, will attract positive rated value added tax.

A statement of value added tax being claimed is to accompany each application for payment.

419 RETENTION RELEASE

Final retention release will not occur until the Employer is in receipt of all 'as built' drawings, manuals, final approval certificate (without exclusions noted) and Statutory Approval documents, all necessary adoptions have been confirmed as having taken place and all defects outstanding/outstanding work have been completed in accordance with the contract.

420 REMOVAL/ REPLACEMENT OF EXISTING WORK

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

430 PROPOSED INSTRUCTIONS

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

440 MEASUREMENT

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

450 DAYWORK VOUCHERS

Before commencing work: Give reasonable notice to person countersigning daywork vouchers.

Content: Before delivery each voucher must be:

- Referenced to the instruction under which the work is authorised.
- Signed by the Contractor's person in charge as evidence that the operatives' names, the time daily spent by each and the equipment and products employed are correct.

460 INTERIM VALUATIONS

Applications: Include details of amounts due under the Contract together with all necessary supporting information.

Off-site materials/goods will not be valued.

INSTRUCTIONS TO TENDERERS

- 470 PRODUCTS NOT INCORPORATED INTO THE WORKS
Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.
Evidence: When requested, provide evidence of freedom of reservation of title.
- 475 LISTED PRODUCTS STORED OFF SITE
- NOT PERMITTED FOR INCLUSION WITH VALUATIONS
- 480 LABOUR AND EQUIPMENT RETURNS
Daily records: Provide at the beginning of each week in respect of each of the previous seven days for verification.
Records must show:
- The number and description of craftsmen, labourers and other persons employed on or in connection with the Works, including those employed by subcontractors.
- The number, type and capacity of all mechanical and power-operated equipment employed in constructing the Works or Services.
- 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 purposes stated or reasonably to be inferred from the project documents.
- Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.
- 120 WORKMANSHIP SKILLS
Operatives: Appropriately skilled and experienced for the type and quality of work.
Registration: With Construction Skills Certification Scheme.
Evidence: Operatives must produce evidence of skills/ qualifications when requested.
- 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 in 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.
- 131 PROPRIETARY PRODUCTS
Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform EA if these conflict with any other specified requirement. Submit copies to EA when requested.
The Contract Sum will be deemed to be based on the products specified and recommendations on their use as described in the manufacturer's literature current at ten working days before the date of tender.

INSTRUCTIONS TO TENDERERS

Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform EA and do not place orders for or use the affected products without further instructions.

Where British Board of Agrément certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

Ancillary products and accessories to be of a type recommended by the main product manufacturer unless otherwise specified.

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 and analysis of results.
- Identity of testing agency.
- Test dates and times.
- Identities of witnesses.

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.
- Provide inspection reports (including photographs) for modular units during fabrication at factory. Provide fortnightly.

155 PROTECTION OF PRODUCTS:

Prevent over-stressing, distortion and any other type of physical damage.

Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work.

Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products.

Prevent excessively high or low temperatures and rapid changes of temperature in the products.

Protect adequately from rain, damp, frost, sun and other elements as appropriate.

Ensure that products are at a suitable temperature and moisture content at time of use.

INSTRUCTIONS TO TENDERERS

Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.

Keep different types and grades of products separately and adequately identified.

So far as possible keep products in their original wrappings, packings or containers, until immediately before they are used.

Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.

Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.

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, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.

Ensure that the environmental conditions are suitable, particularly that the building is suitably weathertight when internal components, services and finishes are installed.

165 GENERAL QUALITY OF WORKMANSHIP:

Operatives must be appropriately skilled and experienced for the type and quality of work.

Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.

Inspect components and products carefully before fixing or using and reject any which are defective.

Fix or lay securely, accurately and in alignment.

Fastenings to comply with relevant British Standards.

Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not overtighten fixings.

Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.

Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval.

INSTRUCTIONS TO TENDERERS

166 BS 8000: BASIC WORKMANSHIP:

Where compliance with BS 8000 is specified, this is only to the extent that the recommendations therein define the quality of the finished work.

Where BS 8000 gives recommendations on particular working methods or other matters which are properly within the province and responsibility of the Contractor, compliance therewith will be deemed to be a matter of general industry good practice and not a specific requirement of the EA under the Contract.

If there is any conflict or discrepancy between the recommendations of BS 8000 on the one hand and the project documents on the other, the latter will prevail.

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.

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

180 WATER FOR THE WORKS

Mains supply: Clean and uncontaminated.

Other: Do not use until:

- Evidence of suitability is provided.
- Tested to BS EN 1008 if instructed.
- Provided free of charge. Contractor to pay all connection and temporary works costs.

SAMPLES/ APPROVALS

201 SAMPLES AND TESTING

The cost of samples and testing including concrete test cubes is deemed to be included in the Contract Sum.

The cost of testing the heating, water, drainage and electrical installations is deemed to be included in the Contract sum and the Contractor must have included for all necessary attendances, fuel and power.

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.

Where samples of finished work are specified obtain approval of stated characteristic(s) before proceeding with the Works. Retain approved samples in good, clean condition on site for comparison with the Works. Remove samples which are not part of the finished Works when no longer required.

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

INSTRUCTIONS TO TENDERERS

Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme and in good time.

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 and allow three week period for the Employer's approval.

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

The approval of products will involve consultation with the Local Authority Conservation Officer. The Contractor must allow due time for this process.

230 APPROVAL OF EXECUTION

Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.

Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.

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

Appraisal of design, works, materials etc. Remains the contractors responsibility.

ACCURACY/ SETTING OUT GENERALLY

310 ACCURACY OF INSTRUMENTS

Accuracy in measurement: Use instruments and methods described in BS 5606, Appendix A:

- Linear dimensions: + or - 10mm for over 5m up to 25m.
- Angular dimensions: + or - 10mm for up to 50m.
- Verticality: + or - 5mm up to 30m.
- Levels: + or - 5mm.

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.

Note: Before commencing works on Site the Contractor must notify the Employer his intention to set out the site.

330 APPEARANCE AND FIT

Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:

- Submit proposals; or
- Arrange for inspection of appearance of relevant aspects of partially finished work.

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

340 CRITICAL DIMENSIONS

Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.

350 LEVELS OF STRUCTURAL FLOORS

Maximum tolerances for designed levels to be:

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

INSTRUCTIONS TO TENDERERS

- Floors to receive unbonded or floating screeds/ beds: +/- 20 mm.

INSTRUCTIONS TO TENDERERS

360 RECORD DRAWINGS

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

SERVICES GENERALLY

410 SERVICES REGULATIONS

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

All Services MUST be connected 28 days before anticipated handover.

420 WATER REGULATIONS/ BYELAWS NOTIFICATION

Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.

Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

430 WATER REGULATIONS/ BYELAWS CONTRACTOR'S CERTIFICATE

On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:

- The address of the premises.
- A brief description of the new installation and/ or work carried out to an existing installation.
- The Contractor's name and address.
- A statement that the installation complies with the relevant Water Regulations or Byelaws.
- The name and signature of the individual responsible for checking compliance.
- The date on which the installation was checked.

ELECTRICAL INSTALLATIONS CERTIFICATE

Submit: When relevant electrical work is completed.

Original Certificate: to be included in the Health and Safety File ensuring the certificate specifies a minimum 5 year re-inspection.

440 GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE

Before the completion date stated in the contract: Submit a certificate stating:

- The address of the premises.
- A brief description of the new installation and/ or work carried out to an existing installation.
- Any special recommendations or instructions for the safe use and operation of appliances and flues.
- The Contractor's name and address.
- A statement that the installation complies with the appropriate safety, installation and use regulations.
- The name, qualification and signature of the competent person responsible for checking compliance.
- The date on which the installation was checked.

Certificate location: Health & Safety File.

450 MECHANICAL AND ELECTRICAL SERVICES

Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.

Building Regulations Completion: include within Health & Safety File.

INSTRUCTIONS TO TENDERERS

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

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.

520 COORDINATION OF ENGINEERING SERVICES

Suitability: Site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.

Evidence: Submit when requested CVs or other documentary evidence relating to the staff concerned.

530 OVERTIME WORKING

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

Minimum period of notice: 2 days.

Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

Cost: Contractors.

NOTE: The contractor shall allow for out of hours working as described within tender documents.

540 DEFECTS IN EXISTING WORK

Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.

Documented remedial work: Do not execute work which may:

- Hinder access to defective products or work; or
- Be rendered abortive by remedial work.

550 ACCESS FOR INSPECTION

Removal: Before removing scaffolding or other facilities for access, give notice of not less than 3 working days.

556 COVERING UP

Give not less than 3 working days notice to E.A. or Contracts Manager/Technical Officer before covering up any works.

557 ACCESS FOR E.A. AND LOCAL AUTHORITY REPRESENTATIVES

Provide during the Works and Defects Liability Period all proper means of access, ladders, gangways and necessary attendance for inspection or measurement by the E.A., Contracts Manager/Technical Officer or their appointed representatives or Local Authority Representatives.

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 as soon as practicable and retain copies on site.

INSTRUCTIONS TO TENDERERS

- 580 CONTINUITY OF THERMAL INSULATION
Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to specification. Include:
- The address of the premises.
 - The Contractor's name and address.
 - The name, qualification and signature of the competent person responsible for checking compliance.
 - The date on which the installation was checked.
- Submit: Before completion of the Works.
Copy: To be lodged in the Health and Safety file
- 590 RESISTANCE TO PASSAGE OF SOUND
Method: Construct in accordance with latest version of the Building Regulations Approved Document E and to meet the Building Bulletin requirement.
Compliance: Submit sound test results, copies to be incorporated in the Health and Safety file.
- 595 ENERGY PERFORMANCE CERTIFICATE
Assessment: Undertaken by a member of an approved accreditation scheme. Submit details of scheme name and evidence of qualifications when requested.
Submit: Before the completion of the works.
- 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.
- 640 FUEL, EQUIPMENT AND ATTENDANCE
Provide everything necessary for drying and controlling the humidity of the Works and pay all costs in connection therewith.
Control the drying and humidity of the Works and the application of heat to prevent:
1. Blistering and failure of adhesion.
 2. Damage due to trapped moisture.

INSTRUCTIONS TO TENDERERS

3. Excessive movement.

WORK AT OR AFTER COMPLETION

710 WORK BEFORE COMPLETION

NIL DEFECTS REGIME: Bracknell Forest Council apply a nil defects regime at Practical Completion. The contractor shall enforce a robust snagging and de-snagging regime. The contractor shall present the completed and de-snagged works to the Employers Agent for snagging at least 2 weeks before the date of practical 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, appliances, valves and controls.

720 SECURITY

General: Leave the Works secure with, where appropriate, all accesses closed and locked.

Keys: Account for and adequately label all keys (**2 full sets**) and at completion handover to School with itemised schedule, retaining duplicate schedule signed by School as a receipt.

Access to the construction works areas shall be locked at all times by the contractor.

730 MAKING GOOD DEFECTS

Remedial work: Arrange access with School.

Rectification: Give reasonable notice for access to the various parts of the Works. Rectifications to be on weekends, evenings or School holidays. Other than these as categorised as below.

Completion: Notify when remedial works have been completed.

General: The Contractor should note that it may be required to carry out remedial works at any time during the Rectification Period as instructed by the Employer.

The Contractor shall note the requirements of the Employer as follows:

- The customer expects defects to be treated in the same way as all other repairs and the guidance below is the Employer's standard to be applied to all building contracts.
- Items within the Schedule of Defects will be classified as detailed below and the Contractor must act as stipulated

A) Emergency Repairs, within 2 hours - Urgent or dangerous items (as instructed by EA)

The Contractor shall call at the School on the day a defect is reported and deal with the emergency within 2 hours. If the work is to be followed up, an appointment shall be arranged with the School Headteacher to carry out the repair.

INSTRUCTIONS TO TENDERERS

This will include matters such as unsafe electrics, loss of water supply, matters that prevent occupation in parts of the School, or blocked WCs, loss of heating. Or kitchen facility, unsafe matters.

B) Urgent Repairs – Priority 1, within 24 hours - Urgent or dangerous items (as instructed by EA)

The Contractor shall call at the School on the day a defect is reported and deal with the emergency within 24 hours. If the work is to be followed up, an appointment shall be arranged with the School Headteacher to carry out the repair.

This will include matters such as total or partial loss of hot water or heating.

C) Immediate Repairs – Priority 2, within 5 working days (as instructed by EA)

This is work that must be done within 5 working days via appointments arranged with the headteacher.

This will include matters such as dripping taps or tap repairs.

D) Routine Repairs – Priority 3, within 15 working days (as instructed by EA)

The Contractor shall carry out repairs within 15 working days. This offers a greater choice of appointments and increases the possibility that different trades – people can attend on the same day, reducing the customer waiting-in time.

Typical routine repairs include:

- Adjusting internal doors
- Plaster repairs
- Replacing glazed tiles
- Extractor fan repairs
- Repairs to fences, gates and footpaths
- Minor electrical repairs (unless dangerous)
- Joinery repairs
- Treatment for damp
- Flooring repairs unless dangerous
- Defects to plasterwork or rendering (including hairline cracks and nail pops)
- Adjusting internal doors
- External Works (including fences, footpaths and gardens) and unless compromises security.

MAKING GOOD DEFECTS NOTES

Notification may be by telephone, subsequently confirmed in writing. A note of the time, date and person accepting the message will be taken and the time of the telephone message.

Should the Contractor fail to rectify the defects within the period stated, the Employer reserves the right to instruct a selected Contractor to immediately correct the defects and to deduct any costs incurred from any sums due or to become due to the Contractor.

In respect of defects, the Employer will make every reasonable effort to notify the Contractor, but in the event of such contact not being practical within half a working day, reserves the right to pass the repair to others to enable rectification in the same working day as the occurrence of the defect.

INSTRUCTIONS TO TENDERERS

The Contractor shall inform the EA when remedial works to the various parts of the Works are completed.

- 731 DEFECTS LIABILITY INSPECTIONS should be carried out prior to the expiry of the relevant period. The representative of the Employer will normally attend. The EA will prepare a list of all items identified and issue copies to the Contractor and Employer.

If the Contractor fails to present a programme of defects as he is required to under the Contract, the EA will serve an enforcement programme. If the work is not carried out in accordance with the agreed or enforced programme, a third party will be called in to carry out the works and the cost deducted from the retention monies.

- 733N EMERGENCY PROCEDURES

14 days before Practical Completion, the Contractor shall provide comprehensive contact details (name, address, telephone / mobile / fax numbers and email address) for

- i) defects reporting during working hours which should be a single contact telephone with a back up number where possible, and
- ii) 24 hour emergency call outs (from the main Contractor and Mechanical and Electrical Services subcontractors) during the Rectification Period.

These contact details must be updated as and when required.

The Contractor shall make the service available 24 hours a day, 365 days a year until the Rectification Period is certified as being completed for emergency and urgent repairs.

- 740 HIGHWAY/ SEWER ADOPTION

Work to be adopted under the Highways Act, Section 38, or the Roads (Scotland) Act, Section 16 to 18, or the Water Industry Act, Section 104:

Description: Roads, Footpaths, Drains, Street Lighting.

Work for adoption must be:

- Completed by the Contractor to the satisfaction of the Highway / Drainage Authorities before the certificate stating the Works are complete is issued.
- Subject to a Defects Liability / Rectification Period of 12 months.
- Maintained during the Defects Liability / Rectification Period, including making good of damage due to reasonable wear and tear occurring during the Period and cleaning at the end of the Period, all to the satisfaction of the Highway / Sewer Authorities.

Notwithstanding the Contractor's responsibility as agents to procure the necessary Agreements the Employer (as land owners) shall complete the agreement jointly.

All costs, including those relating to the preparation of agreements, any bond, supervision fees etc, in connection with the adoption works shall be borne by the Contractor.

Final retention release will not occur until the Employer is in receipt of all necessary adoption agreements and have been confirmed as being fully engrossed and bonded.

- 741 ADOPTED WORKS OUTSIDE THE SITE BOUNDARY: Works required outside the site boundary whether under Section 278 of the Highways Act 1980 or otherwise including

- Roads and Footpaths
- Street lighting
- Drainage
- Road improvements/traffic calming

shall be carried out by the Contractor including all associated costs.

Work for adoption must be:

- Completed by the Contractor to the satisfaction of the relevant Authorities before the certificate stating the Works are complete is issued.

INSTRUCTIONS TO TENDERERS

- Subject to a Defects Liability / Rectification Period of 12 months.
- Maintained during the Defects Liability / Rectification Period, including making good of damage due to reasonable wear and tear occurring during the Period and cleaning at the end of the Period, all to the satisfaction of the relevant Authorities.

Notwithstanding the Contractor's responsibility as agents to procure the necessary Agreements the Employer (as proprietors / land owners) shall complete the agreement jointly.

All costs, including those relating to the preparation of agreements, any bond, supervision fees etc, in connection with the adoption of the roads and footpaths together with associated lighting and drainage, shall be borne by the Contractor.

Final retention release will not occur until the Employer is in receipt of all necessary adoption agreements and have been confirmed as being fully engrossed and bonded.

750 **LANDSCAPE ESTABLISHMENT:**

General: All grassed areas, plants and trees failing to establish within twelve months from the date of Practical Completion shall be replaced by the Contractor at no cost to the Employer.

INSTRUCTIONS TO TENDERERS

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

110 PRECONSTRUCTION INFORMATION

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

120 EXECUTION HAZARDS

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

- Traffic management
- Steep sloping site and associated levels
- Existing Foundations/Basements
- Retaining structures
- Contamination
- Deep excavations
- Services

125 HSE APPROVED CODES OF PRACTICE: Comply with the following:

Management of health and safety at work.
Managing construction for health and safety.

130 PRODUCT HAZARDS

Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Workplace Exposure Limits.

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

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

Submission: Present to the Employer/ CDM Coordinator.

Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by CDM Regulations.

Content: Create and develop the Construction Phase Health and Safety Plan. Refer to clause A30/570, and the Pre Construction Information.

141 RISKS TO HEALTH AND SAFETY

In addition to complying with statutory requirements use products, methods of work and protective measures which will minimise health and safety hazards.

Inform the EA in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or his representatives when visiting the site. Provide protective clothing and/or equipment for the Employer and his representatives as appropriate.

Provide the EA with copies of all Method Statements submitted to the Health and Safety Executive. Provide copies of all risk assessments and method statements to the site facilities manager and EA.

INSTRUCTIONS TO TENDERERS

- 142 **TRAFFIC REGULATIONS**
Allow all measures necessary to ensure compliance.
- 145 **HAZADOUS SUBSTANCES AND BOTTLED GASES**
The Contractor must provide the E.A. with a list of hazardous substances or bottled gases he intends to be brought onto the site.
The Contractor must devise an assessment of the risk associated with the hazardous substances he intends to use and the steps he intends to take control or eliminate that risk. In particular, he must demonstrate to the E.A. the steps he intends to take to ensure that the Employers employees and members of the public are not exposed to risk.
The Contractor must make arrangements for the safe handling, storage and disposal of the hazardous substances and bottled gases that he brings onto site. These arrangements must be discussed with the E.A. and school before starting work.
The Contractor must ensure that sub contractors safely control the use of hazardous substances and bottled gases and that the arrangements for the site handling, use, storage and disposal of such materials are discussed with the E.A. and school before work is started.
- 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 unauthorized access to the site, the Works and adjoining property.
- 151 **SAFEGUARD THE WORKS**
Special requirements: Provide any necessary watching and lighting for security of the works and protection of the Public. Provide shelter, fuel and equipment for any watchmen as required, liaise with the local Police for protection of the site, particularly against vandalism and include for all necessary fencing and compounds.
- 152 **SITE VEHICLES**
The Contractor shall ensure that all vans used by the contractor and his subcontractors / suppliers shall bear their company logo. No unmarked vans shall be used to reduce theft on site and in the adjacent area. All vehicles entering site shall not be at school drop-off and pick-up times or playtimes. All vehicles entering and leaving site shall be walked with a Banksman.

No contractors, Sub-contractor or delivery vehicles are to be parked on Rectory Lane or Coningsby or within 500m of the school. Staff car park is not available. Limited car parking on site is permitted (2no max vehicles) within the contractors compound.
- 160 **STABILITY**
Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.
Design loads: Obtain details, support as necessary and prevent overloading.
- 200 **MOBILE TELEPHONES**
Use: Only permitted in the following areas:
- Inside site accommodation.
- 210 **EMPLOYER'S REPRESENTATIVES SITE VISITS**
Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.

INSTRUCTIONS TO TENDERERS

Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

PROTECT AGAINST THE FOLLOWING

- 310 **EXPLOSIVES**
Use: Not permitted.
- 330 **NOISE CONTROL**
Standard: Comply generally with the recommendations of BS 5228-1, clause 7.3 to minimize noise levels during the execution of the Works.
Noise levels from the Works: Maximum level as stated in the Building Regulations.
Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
Restrictions: Do not use:
- Pneumatic drills and other noisy appliances without consent
- Radios or other audio equipment.
- Comply with local noise byelaws.
- 340 **POLLUTION**
Prevention: Protect the site, the Works and the general environment including streams and waterways against pollution.
Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.
- 350 **PESTICIDES**
Use: Only where specified or approved, and then only suitable products listed on www.pesticides.gov.uk.
Restrictions: Work near water, drainage ditches or land drains must comply with the 'Guidelines for the use of herbicides on weeds in or near watercourses and lakes'.
Containers: Comply with manufacturer's disposal recommendations. Remove from site immediately empty or no longer required.
Competence: Operatives must hold a BASIS Certificate of Competence, or work under supervision of a Certificate holder.
- 360 **NUISANCE**
Duty: Prevent nuisance from smoke, dust, rubbish, vermin, audible equipment and other causes.
Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.
- 361 **POLICE AND LOCAL AUTHORITY HIGHWAYS REGULATIONS**
Ascertain and comply with Police and Highway Regulations affecting the execution of the Works and liaise with the Police should any off-site parking of site delivery or operatives vehicles be proposed.
- 370 **ASBESTOS CONTAINING MATERIALS**
Duty: Report immediately any suspected materials discovered during execution of the Works. Do not disturb. Agree methods for safe removal or encapsulation.
- 371 **DANGEROUS OR HAZARDOUS SUBSTANCES**
Duty: Report immediately suspected materials discovered during execution of the works. Do not disturb. Agree methods for safe removal or remediation.

INSTRUCTIONS TO TENDERERS

- 375 ANTIQUITIES
Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the works.
Preservation: Keep objects in the exact position and condition in which they were found.
- 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.
- 405 AUDIBLE EQUIPMENT (e.g. radios)
Not permitted on site.
- 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.
- 411 WORK IN ALL SECTIONS: Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.
- 412 PROTECT THE WORKS and materials from damage by inclement weather and use all reasonable and approved building aids and methods to prevent or minimise delays during cold and inclement weather.
- 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.
Testing: Carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro organisms are within acceptable levels.
- 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.
- 431 WASTE DISPOSAL: The Contractor shall ensure that excavated spoil, rubbish, surplus materials and the like arising from the Works are removed from site and are not deposited on

INSTRUCTIONS TO TENDERERS

an area other than a public or private tip controlled or recognised by the Local Authority and shall comply with the CIVIC AMENITIES ACT 1967 and other legislation governing the controlled tipping of refuse.

No materials of whatever nature arising from the Works shall be burned or otherwise destroyed or disposed of on the site without the approval of the EA.

The Contractor shall include for all costs associated with the above Waste Disposal requirements including all landfill taxes applicable.

Comply with Site Waste Management Plan regulations.

Pay all waste/landfill taxes and charges.

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.

460 POWER ACTUATED FIXING SYSTEMS

Use: Not permitted.

470 INVASIVE SPECIES

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

PROTECT THE FOLLOWING

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 undertaker's recommendations.

INSTRUCTIONS TO TENDERERS

520 ROADS AND FOOTPATHS

Duty: Maintain roads and footpaths within and adjacent to the site, school access road, playground and keep all clear of mud and debris. Drivers leaving the site must ensure that their vehicles are in a condition which will not deposit soil and debris on the highway.

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

Keep approaches to the site clear of mud and debris. Driver leaving the site must ensure that their vehicles are in a condition which will not deposit soil debris on the highway

530 EXISTING TOPSOIL/ SUBSOIL

Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.

Protection: Before starting work submit proposals for protective measures.

Reinstate: Reinstate prior to completion of works. Allow all costs within tender.

540 RETAINED TREES/ SHRUBS/ GRASSED AREAS

- Protection: Preserve and prevent damage, except those not required. Obtain Arboriculturist advice and implement recommendations (having advised Employer in advance and obtained LA consent). Pay all costs which should be included within tender.

- Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

550 RETAINED TREES

Protected area: Unless agreed otherwise do not:

- Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.

- Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.

- Change level of ground within an area 3 m beyond branch spread.

Obtain Arboriculturist advice and implement recommendations (having advised Employer in advance and obtained LA consent). Pay all costs which should be included within tender.

555 WILDLIFE SPECIES AND HABITATS

Protected habitats and species: Upon discovery immediately advise. Obtain Ecologist advice and implement recommendations (having advised Employer in advance and obtained LA consent). Pay all costs which should be included within tender. Do not proceed until instruction is received.

Education: Ensure employees and visitors to the site receive suitable instruction and awareness training.

560 EXISTING FEATURES

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

570 EXISTING WORK

Protection: Prevent damage to existing work, structures or adjacent property during the course of the work.

Removal: Minimum amount necessary.

INSTRUCTIONS TO TENDERERS

Replacement work: To match existing.

580 BUILDING INTERIORS

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

620 ADJOINING PROPERTY

Permission: Obtain as necessary from owners if requiring erecting scaffolding on or otherwise using adjoining property.

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.

640 MATERIALS FOR RECYCLING/ REUSE

Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.

Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.

A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING

110 SCOPE

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

120 DESIGN CONSTRAINTS

Details: In considering their detailed design solution the Contractor should note that the design criteria indicated on the drawings, room data sheets, performance specifications and described elsewhere in the Employer's Requirements are the minimum requirements both in form and specification of the accommodation required by the Employer. Special consideration should be given to the use of maintenance free design solutions.

In any case of doubt or where an amendment is desired those matters shall be discussed and approved by the Employer.

130 METHOD/ SEQUENCE OF WORK

INSTRUCTIONS TO TENDERERS

Specific Limitations:

- Work to modify the existing fire escape routes must be completed first to ensure there is a safe emergency exit for occupants whilst the works are on site.
- Out of hours working - The Contractor shall include for all costs within his Contract Sum Analysis and programme work accordingly.

135 ACCESS TO THE SITE

It is the responsibility of the Contractor to obtain all up to date information regarding access to the site.

The Contractor shall not inconvenience, impede or restrict the public or adjoining owners at any time during the duration of the contract. Access to the site shall be kept clear of Contractors plant, vehicles and materials, and the Contractor shall allow free and uninterrupted access to the adjoining properties for the public and adjoining owners at all times.

The Contractors attention is directed to his responsibilities regarding access to the site. Any understandings or agreements entered into by the Contractor with adjoining owners or Local Authorities at any time will at all times remain the responsibility of the Contractor. No claim for extra expense which is attributed to misunderstandings or failure to carry out such understandings or agreements by the Contractor or such adjoining owners or Local Authorities will be entertained by the Employer.

The Contractor is entirely responsible for making necessary arrangements and obtaining any permissions necessary to gain access to the Site.

136 WORKING AREA

Will be confined to the limits of the legal site boundary in all cases except when providing for works and services outside the site boundary.

No materials are to be loaded, unloaded or stacked off the Site unless prior permission is first granted by the Local Authority and/or the police. Any arrangements which the Contractor may make for use of land outside the working area must be made outside this Contract and the interests, rights and liabilities of the Employer must be fully protected and indemnified at all times.

140 SCAFFOLDING

Standing scaffolding: Make available to subcontractors at all times. Scaffolding shall be fenced off (e.g. Heras) Min 1.2m away from scaffolding.

170 WORKING HOURS

Specific limitations: The works are to be carried out in 'Normal Working Hours' which are to be agreed with EA. In addition the Contractor is to work outside normal working hours during Contract Period in respect of works which will affect the operation or safety of the school such as service connections, demolition, asbestos testing and removal, hard landscaping to playgrounds, rebuilding school access road, decanting and enabling works etc...

180 COMPLETION IN SECTIONS OR IN PARTS

General: Where the Employer is to take possession of any section or part of the Works and such section or part will, after its possession, depend for its adequate functioning on work located elsewhere on the site: Complete such other work in time to permit such possession to take place.

Remainder of the Works: During execution, ensure that completed sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

190 HANDOVER/PRACTICAL COMPLETION:

INSTRUCTIONS TO TENDERERS

The Employer will not accept handovers on weekends, nor in the weeks prior to Christmas or any other major holiday period or any other Bank or Public Holiday.

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

GENERALLY

110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

Location: Give notice of intended siting – do not interfere with school football pitch.

Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good. Obtain Local Authority Planning Consent.

Measures: Allow all measures necessary to control noise, pollution and comply with all Statutory Obligations including obtaining consents.

Rates: Pay any rates, charges in respect of all temporary works, services and buildings.

Planning: Obtain planning consent (If required).

ACCOMMODATION

210 ROOM FOR MEETINGS

Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices.

Furniture and Equipment: Provide table and chairs for eight people.

220 E.A.'s SITE OFFICE:

Facilities: A separate E.As office is not required but facilities should be available for the Employer/ E.A. and other recognised advisors of the Employer to use a room with a table and at least six chairs. This space may be within the Contractors general accommodation.

260 SANITARY ACCOMMODATION

Facilities: Provide and maintain in a clean condition sanitary accommodation for the Employer and their representatives, either separate or shared with the Contractor's supervisory staff. The accommodation must include an adequate number of appliances, wash hand basin(s) with hot and cold water supply, with adequate heating, lighting and ventilation.

270 ACCOMMODATION/ LAND NOT INCLUDED IN THE SITE

- General: The following may be used for the duration of the Contract without charge provided that:

- It is used solely for the purposes of carrying out the Contract works.
- The use to which it is put does not involve undue risk of damage.
- Any temporary adaptations are approved by or on behalf of the Employer/ Purchaser before being carried out.
- It is vacated on completion of the Contract work or determination of the Contract.
- When vacated, its condition is at least equivalent to its condition at the start of the Contract.

- The accommodation/ land: part playing field.

- Available services: existing.

291 TRAFFIC MANAGEMENT PLAN

Provide a traffic management plan indicating ingress and egress, temporary parking for Contractors employees, sub-contractors and visitors for the duration of the contract.

Submit to the EA prior to commencement.

295 LOG BOOK

Contractor shall maintain daily log book which all contractors/subcontractors staff and visitors shall sign-in and out. Provide copies when requested by EA.

INSTRUCTIONS TO TENDERERS

TEMPORARY WORKS

- 310 ROADS: Provide as necessary all temporary roads, tracks, crossings and hard standings required for use by main Contractor, Sub-Contractors, suppliers and public bodies. All crossings to be capable of taking the loads required.
- 312 LACK OF PROTECTION: Any damage caused by the Contractors lack of providing adequate protection shall be made good at his expense.
- 320 TEMPORARY WORKS
Employer's Specific Requirements: Provide temporary fencing, hoardings, screens, fans, planked footways, guard rails, gantries and the like as may be necessary for protecting any adjoining property, the public and others, for the proper execution of the works and for meeting the requirements of the Health and Safety Executive, Local Authority or any other body.
The Contractor is to pay all costs and charges in connection therewith and make good on completion.
- 330 TEMPORARY PROTECTION TO EXISTING TREES/ VEGETATION
Provide temporary protection before starting work.
Protective barriers and any other relevant physical protection measures: To BS 5837 and as Planning Conditions.
Integrity of protection: Maintain for the duration of the Works.
Remove on completion of the works and make good disturbed area.
- 340 NAME BOARDS
General: Obtain approval, including statutory consents and provide a suitable name board including Atkins Ltd.
- 342 DIRECTION BOARDS
Provide direction boards as required. Submit details to the E.A. for approval and make appropriate arrangements with the Local Authority or other Statutory Authorities to affix these boards in such locations as shall be directed by the EA to indicate the location of the site.

SERVICES AND FACILITIES

- 410 LIGHTING
Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation. Allow for all temporary connections.
- 421 LIGHTING AND POWER
Supply: Provide electricity and all equipment for lighting and power for the works and make temporary arrangements for distributing about the site.
- 430 WATER
Provide clean, fresh water for the works and make all temporary arrangements for storing and distributing about the site. Pay all fees and charges and make good on completion.
- 440 TELEPHONES
Temporary on site telephone: Provide as soon as practicable after the Date of Possession for joint use by the Contractor and Subcontractors and pay all charges.
Responses: Make arrangements (e.g. an external bell) to ensure that incoming calls are answered promptly.
Employer's call charges: Allow for the cost of a reasonable number of calls made by those acting on behalf of the Employer.

INSTRUCTIONS TO TENDERERS

- 460 FAX INSTALLATION
- General: As soon as practicable after the start on site provide a suitable on site fax installation, with a separate dedicated telephone line, for use by the Contractor, Subcontractors and those acting on behalf of the Employer.
 - Employer's call charges: Allow for the cost of a reasonable number of transmissions made by those acting on behalf of the Employer.
- 470 E-MAIL FACILITY
- General: As soon as practicable after the Date of Possession provide a suitable e-mail facility on site, with a separate dedicated telephone line, for the use of the Contractor, Subcontractors and those acting on behalf of the Employer.
- Use on behalf of Employer: Allow for the cost of a reasonable number of transmissions made by those acting on behalf of the Employer.
- 480 PHOTOCOPIER
- General: Provide reasonably unrestricted access to and reasonably limited free use of an on-site photocopier, which may be located in the Contractor's own site offices.
- 520 USE OF PERMANENT HEATING SYSTEM
- Permanent heating installation: May be used for drying out the Works and controlling temperature and humidity levels. If used:
- Take responsibility for operation, maintenance and remedial work.
 - Arrange supervision by and indemnification of the appropriate Subcontractors.
 - Pay costs arising.
- 530 BENEFICIAL USE OF INSTALLED SYSTEMS
- Permanent systems: Unless specific permission is given by the Employer and installer, do not use for any purpose other than running in, testing and commissioning.
- Other uses: If permission is given for any other use of a system before the Works are accepted as complete, it must be subject to a written agreement between the parties.
- 540 METER READINGS
- Charges for service supplies: Where to be apportioned ensure that:
- Meter readings are taken by relevant authority at possession and/ or completion as appropriate.
 - Copies of readings are supplied to interested parties
- 550 THERMOMETERS
- General: Provide onsite and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.
- 560 SURVEYING EQUIPMENT
- General: Provide onsite and maintain in accurate condition.
- 570 PERSONAL PROTECTIVE EQUIPMENT
- General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:
- Safety helmets to BS EN 397, neither damaged nor time expired.
 - High visibility waistcoats to BS EN 471 Class 2.
 - Safety boots with steel insole and toecap to BS EN ISO 20345.
 - Disposable respirators to BS EN 149.FFP1S as appropriate.
 - Eye protection to BS EN 166 as appropriate.
 - Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2 as appropriate.
 - Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.

INSTRUCTIONS TO TENDERERS

- All contractors staff / subcontractors who shall wear full PPE (hard hats, safety glasses, hi-viz vests, safety gloves & safety footwear) and only by exception shall PPE not be worn having first been risked assessed (with method statement).
- Provide 2no sets of PPE to school representatives.
- All contractors staff / subcontractors shall not wear shorts or sleeveless tops and be appropriately dressed for working in a Secondary School. ID Badges to be retained.

INSTRUCTIONS TO TENDERERS

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

GENERALLY

110 THE BUILDING MANUAL

Purpose: The Building (operation and maintenance) Manual incorporating the Health and Safety File is to be a comprehensive information source and guide for the Employer and end users. It should provide an overview of the main design principles and key components and systems to enable efficient and safe operation and maintenance.

Content:

- Part 1: General, content as section A37, clause 120.
- Part 2: Building fabric, content as section A37, clause 130.
- Part 3: Building services, content as section A37, clause 140.
- Part 4: The health and safety file, prepared and supplied by the Contractor, content as section 37, clause 150.

Responsibility:

- The Building Manual is to be produced by the Contractor and must be complete no later than 2 weeks before the date of completion.

Compilation:

- Prepare all information for Contractor designed or performance specified work including as-built drawings.
- Obtain or prepare all other information to be included in the Manual.

Reviewing the Manual:

- Latest date for submission: A minimum of 6 weeks before Practical Completion
- Review process: Submit a complete draft for review with comments (within 2 weeks of presentation of the draft) by the Employer's appointed M&E Services Consultant and EA. Amend in the light of any comments and resubmit.
- Do not proceed with production of the final copies until authorised.

Final copies of the Manual:

- Number of copies: 2 hard copies and 2 copies on CD.
- Latest date for submission of the final O&M Manuals; 2 weeks before the date of Practical Completion stated in the Contract.

As-built drawings:

- Number of copies: 2 hard copies and 2 copies on CD.
- Author: contractor (who shall create, develop and complete).

115 THE HEALTH AND SAFETY FILE

Content: Obtain and provide the information listed in clause 150.

Format: 2 hard copies and 2 electronic copies on CD.

Deliver to the CDM-C no later than 2 weeks before the date for Completion stated in the Contract.

120 CONTENT OF THE BUILDING MANUAL PART 1: GENERAL

The Works:

- Description of the building
- Details of all consultants and designers
- Details of ownership.
- Health and Safety information other than that specifically required by the Construction (Design and Management) Regulations 2007.

The Contract and Emergency Contact Details:

- Names and addresses of all significant consultants, contractors, sub-contractors, suppliers and manufacturers, including name and number of individuals to be contacted in case of emergency. This shall include a laminated A4 sheet with

INSTRUCTIONS TO TENDERERS

details of 24 hour Emergency Contact Details for quick and easy reference by staff.

- Overall design criteria
- Environmental performance requirements.
- Relevant Authorities and statutory undertakers plus copies of consents and approvals.
- Third party certification, such as those made by “competent” persons in accordance with the Building Regulations. Include qualifications and / or name of registration body.

Operational requirements and constraints of a general nature:

- Maintenance contractors.
- Fire safety strategy for the buildings and site: Include drawings showing fire appliance routes, emergency escape routes, fire resisting doors, location of emergency and fire fighting systems, services shut-off valves, switches, etc.
- Emergency procedures and contact details in case of emergency.
- Description and location of other key documents.

130 CONTENT OF THE BUILDING MANUAL PART 2: BUILDING FABRIC

Content: Obtain and provide the following, including all relevant details not included in other parts of the manual:

- Detailed design criteria: including:
 - Floor and roof loadings
 - Durability of individual components and elements
 - Insulation values
 - Fire ratings
 - Other performance requirements
 - Construction of the building
 - A detailed description of methods and materials used.
 - Create as-built drawings recording details of construction, together with an index.
 - Information and guidance about repair, renovation or demolition / deconstruction.
- Periodic building maintenance guide chart
- Inspection reports
- Manufacturers’ instructions index including relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.
- Fixtures, fittings and component schedule and index
- Guarantees, warranties and maintenance agreements: obtain from suppliers, subcontractors and manufacturers.
- Test certificates and reports required in the specification or in accordance with legislation, including:
 - Energy rating (Energy Performance Certificate).
 - Air permeability Test Certificates
 - Resistance to Passage of Sound Test Certificates
 - Continuity of Insulation Certificates
 - Electricity Safety Certificates in respect of the whole building
 - Gas Test Safety Certificates in respect of the whole building

140 CONTENT OF THE BUILDING MANUAL PART 3: BUILDING SERVICES

Content: Obtain and provide the following, including all relevant details not included in other parts of the manual (also refer to the requirements detailed within the M&E Specifications):

Detailed design criteria and description of the systems, including:

- Services capacity, loadings and restrictions
- Services instructions

INSTRUCTIONS TO TENDERERS

- Services log sheets
- Manufacturers instruction manuals and leaflets index
- Fixtures, fittings and component schedule index

Detailed description or methods and materials used

As-built drawings for each system recording construction, together with an index, including:

- Diagrammatic drawings including principle items of plant, equipment, valves and fittings.
- Record drawings showing overall installation.
- Schedules of plant, equipment, valves, etc: describing the location, design performance and unique identification cross-referenced to the record drawings.
- Identification of services: A legend for colour-coded services.

Product details for each item of plant and equipment:

- Name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
- Manufacturers' technical literature for plant and equipment. Include detailed drawings, electrical circuit details and operating and maintenance instructions.
- Manufacturer's technical literature, including detailed operating and maintenance instructions.
- Information and guidance concerning dismantling, repair, renovation or decommissioning equipment and systems

Operation: A description of the operation of each system including:

- Starting up, operating and shutting down.
- Control sequences
- Procedures for seasonal changeovers.
- Procedures diagnostics, trouble shooting and faultfinding

Guarantees, warranties and maintenance agreements: Obtain from subcontractors, suppliers and manufacturers.

Commissioning records and test certificates list for each item of plant, equipment, valves, etc used in the installations – including:

- gas test safety certificates in respect of the whole building
- electrical circuit tests
- corrosion tests
- type tests
- works tests
- start and commissioning tests

Equipment settings: Schedules of fixed and variable equipment settings established during commissioning.

Preventative maintenance: Recommendations for frequency and procedures to be adopted to ensure the most efficient operation of the systems.

Lubrication: Schedules for all lubricated items.

Consumables: A list of all consumable items and their source.

Spares: A list of recommended spares to be kept in stock by the Employer, being those items subject to wear or deterioration and which may involve the Employer in extended deliveries when replacements are required at some future date.

Emergency procedures for all systems, significant items of plant and equipment

Annual maintenance summary chart.

150 CONTENT OF THE BUILDING MANUAL PART 4: THE HEALTH AND SAFETY FILE

Purpose: To provide information about the structure and materials used, which might affect the health or safety of anyone, if construction works (including cleaning, maintenance, alterations, refurbishment and demolition) are carried out.

Content: Obtain and provide the following including all relevant details not included in other [parts of the Manual and submit to the CDM Co-ordinator:

- Details of key structural principles, including safe working floor and roof loads.
- Details of construction methods and materials, including COSHH dated data sheets, which may present residual hazards.
- General maintenance instructions including access provision and information about equipment provided for cleaning and maintaining the building fabric.

INSTRUCTIONS TO TENDERERS

- As-built drawings.

Other information: Obtain or prepare the following and submit to the CDM Co-ordinator:

- The nature, location and markings of utilities and services, including emergency and fire fighting.
- Instructions for operation, maintenance, dismantling and removal of equipment and systems.
- Details of hazards associated with the materials used in the construction.
- Access requirements / restrictions.
- Residual hazards and how they have been dealt with.
- Hazardous material used.
- Information regarding the removal or dismantling of installed plant and equipment.
- Health and safety information about equipment provided for cleaning and maintaining the structure.
- Information and as built drawings of the structure, its plant and equipment.

Copies of the File: Submit 2 hard copies and 2 copies on CD.

Latest date for submission: 2 weeks before the date for completion stated in the contract.

- 151 CONTENTS OF THE HEALTH AND SAFETY FILE - As Pre-Construction Information document.
- 160 PRESENTATION OF THE BUILDING MANUAL
Format: A4 size, plastic covered loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
Drawings needed to illustrate or locate items mentioned in the manual: Where larger than A4 to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
As built drawings: The main sets may form annexes to the Manual.
- 191N LANDSCAPE / EXTERNAL WORKS MAINTENANCE
The Contractor shall provide a programme for the landscape and external works maintenance no later than 4 weeks before handover.
- 210 INFORMATION FOR COMMISSIONING OF SERVICES
General: Submit relevant drawings and preliminary performance data to enable Employer's staff to familiarise themselves with the installation.
Time of submission: At commencement of commissioning.
- 220 TRAINING
Objective: Before Completion, explain and demonstrate to the Employer's operational and maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual and Mechanical and Electrical Operations and Maintenance Manuals.
Operating time: Include a minimum of 1 week.
Allow for 1 further day, approx 1 month after Practical Completion in order to review the initial training and to answer any queries raised.
Training DVD: Create and provide training DVD for maintenance staff for the purpose, function and operation of the installations including items and procedures listed in the Building Manual and Mechanical and Electrical Operations and Maintenance Manuals.
- 230 SPARE PARTS
General: Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock by the Employer for maintenance of the services installations.
Content: Include in the priced schedule for:
 - Manufacturers' current prices, including packaging and delivery to site.
 - Checking receipts, marking and numbering in accordance with the schedule of spare parts.
 - Referencing to the plant and equipment list in Part 3 of the Building Manual.

INSTRUCTIONS TO TENDERERS

- Painting, greasing, etc. and packing to prevent deterioration during storage.
Latest date for submission: 4 weeks before the Date of Completion stated in the Contract.

INSTRUCTIONS TO TENDERERS

250 TOOLS

General: Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing.

Quantity: Two complete sets.

Time of submission: At completion.

551 ACCESS FOR EA: Provide during the works and the Defects Liability Period all proper means of access, ladders, gangways and necessary attendance for inspection or measurement by the EA.

552 DATUM:

A temporary datum is to be established on site, concreted in as necessary and maintained during construction. It is the contractor's responsibility to ensure the accuracy of such datum and no liability will be accepted by the Employer for this work.

INSTRUCTIONS TO TENDERERS

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 MANAGEMENT AND STAFF

Cost significant items: Allow for all staff costs associated with the works including head office and site based staff necessary to complete the Works to the entire satisfaction of the Employer. Full time site manager.

111 SAFETY, HEALTH AND WELFARE

Include for complying with enactments, regulations and working rules relating to safety, health and welfare of workpeople. The Contractor shall employ adequately trained operatives for the use of all plant and equipment.

Pay all costs and charges incurred and comply with safety, health and welfare regulations, including all current COSHH regulations

112 DISCLOSURE AND BARRING SERVICE (DBS) – (previously CRB checks)

All contractors staff / subcontractors who shall work at the school shall have enhanced DBS checks with a barred list check and have low risk rating. List of names and DBS numbers must be provided to the school before individuals work at the school. Individuals are to keep a copy of DBS certificate with them on site. Failure to comply will result in an individual being escorted off site.

All site personnel shall wear company overalls and/or company identification badges.

113 PUBLIC RELATIONS

Create and provide A2 size weatherproof printed site notes to entrances of school which should contain the below:-

- Apologising for any inconvenience
- Contractors contact number
- Drawing indicating works
- Estimated time for duration of the works

INSTRUCTIONS TO TENDERERS

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

110 SITE ACCOMMODATION

Details: Site accommodation required or made/ not made available by the Employer: See section A36.

Provide as necessary temporary sheds, offices, mess rooms, sanitary accommodation and other temporary buildings required for own use. The Contractor shall indicate in his proposals the exact location of his temporary accommodation for comment by the EA.

INSTRUCTIONS TO TENDERERS

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

Provide all necessary services and facilities as listed below to enable the full completion of the Works to the entire satisfaction of the Employer including paying all fees and charges associated therewith and clearing away and making good on completion.

For details of services and facilities required or made/not made available by the Employer see section A36. It is incumbent upon the contractor to include within his tender all necessary services and facilities to commence, undertake and complete the works.

- 110 POWER
- 120 LIGHTING
- 130 FUELS
- 140 WATER
- 150 TELEPHONE AND ADMINISTRATION
- 160 SAFETY, HEALTH AND WELFARE
See clauses A34/210; A40/111.
- 170 STORAGE OF MATERIALS
 - Within lockable containers.
- 180 RUBBISH DISPOSAL
 - See clause A34/430. (to maintain requirements of Waste Management Plan)
 - Skips shall be fenced off from the school at all times and have lockable covers.
 - Removal of school redundant furniture, fittings, play equipment, books etc.. no longer required by the school in the areas of the works. Agree with the school before disposal. This shall occur at each decanting period.
- 190 CLEANING
 - See clause A33/710.
- 200 DRYING OUT
 - See clause A34/410.
- 210 PROTECTION OF WORK IN SECTIONS
- 220 SECURITY
 - See clause A34/150.
- 230 MAINTAIN PUBLIC AND PRIVATE ROADS
 - See clause A34/520.
- 240 SMALL PLANT AND TOOLS
- 250 OTHERS
- 310 ADDITIONAL SERVICES AND FACILITIES ITEMS

INSTRUCTIONS TO TENDERERS

320 FIRE MANAGEMENT

- Update School's Fire Management Folder including revised drawings, fire certificates (eg Fire Alarm, Emergency lighting, call points, detectors etc...). Update fire alarm zone drawings and print (confined with safety glass picture frame) and fix next to fire alarm panels.

330 WATER HYGIENE

- Update School's Water Hygiene Folder including revised drawings, certificates, schedules.

340 SECURITY ALARM

- Update School's Security Folder including revised drawings, certificates and schedules.

INSTRUCTIONS TO TENDERERS

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

Provide as necessary all mechanical plant as listed below for own use and the proper execution of the Works.

- 110 CRANES
- 120 HOISTS
- 130 PERSONNEL TRANSPORT
- 140 TRANSPORT
- 150 EARTHMOVING PLANT
- 160 CONCRETE PLANT
- 170 PILING PLANT
- 180 PAVING AND SURFACING PLANT
- 200 ADDITIONAL MECHANICAL PLANT

INSTRUCTIONS TO TENDERERS

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

TEMPORARY WORKS

Details: Temporary works required or made/ not made available by the Employer: See section A36.

- 110 TEMPORARY ROADS
- Required for the works.
- 120 TEMPORARY WALKWAYS
- Required for the works.
- 130 ACCESS SCAFFOLDING
- Brick guards at high level required. Ground level ladders removed at end of each working day. Scaffolding to be fenced off from the school.
- 140 SUPPORT SCAFFOLDING AND PROPPING
- Required for the works.
- 150 HOARDINGS, FANS, FENCING, ETC.
- Required for the works.
- 160 HARDSTANDING
- Required for the works.
- 170 TRAFFIC REGULATIONS
- Comply to allow the works to be undertaken. Obtain all consents including road closures.
- 200 ADDITIONAL TEMPORARY WORKS
- Adjust existing access road fencing to allow modular delivery vehicles, cranes etc.. on site.
- Adjust staff car park entrance to allow surfacing vehicles on site.
- As tender documents and as required by the contractor to undertake and complete the works.
- 225 TEMPORARY CRANE/PILING MATS
- Required for the works.
- 250 ADDITIONAL TEMPORARY STORAGE
- 275 DECANTING – TO BE OUT OF SCHOOL HOURS
- Provide labour to move school furniture, fittings, equipment, books as per phasing drawings.
- Allow for decanting furniture, books, IT, play equipment and the like to suit the phases including enabling and reinstatement works.
- Within offices areas temporarily remove central computer desks. Store furniture in container. Allow to store library shelves and books (including decanting and reinstatement).
- Allow to redecorate and refurbish proposed decant rooms to suit school requirements.
- On completion of associated work phase reinstate furniture plus computers.
- Make good decorations affected by decanting works at start and reinstatement phases/stages.
- 280 EXTERNAL EQUIPMENT

INSTRUCTIONS TO TENDERERS

- Carefully remove, set aside external equipment affected by the works. On completion of the relevant phases reinstate including new chippings.

285 COMMERCIAL CLEAN

- For each phase of work (temporary occupation) and prior to handovers undertake commercial clean including shampoo and sparkle clean.
- To library/ICT area (decanted classroom) and breakout area, on temporary fit-out and after removal allow for commercial cleans.

290 FURNITURE

Allow to dispose of existing furniture, equipment, fitted furniture, old equipment etc... prior to handover and associated rooms, sheds and outbuildings.
To agree with school.

INSTRUCTIONS TO TENDERERS

A50 WORK/ PRODUCTS BY/ ON BEHALF OF THE EMPLOYER

120 PRODUCTS PROVIDED BY/ ON BEHALF OF EMPLOYER

- General: Details of such products are given in the work sections, for fixing by the Contractor. Use for no other purpose than the Works.
- Handling: Accept delivery, check against receipts and take into appropriate storage.
- Surplus products: Keep safe and obtain instructions.

INSTRUCTIONS TO TENDERERS

A52 NOMINATED SUPPLIERS

110 PRODUCT PC SUMS

- General: PC sums for products to be obtained from Nominated Suppliers do not include for Main Contractor to fix the product as described in clause A31/160.
- Fixing allowance: Include in appropriate Work Section.

INSTRUCTIONS TO TENDERERS

A54 PROVISIONAL WORK/ ITEMS

Provide the following sums for works which cannot be entirely foreseen, defined or detailed and are to be expended in whole or in part by written instruction issued by the EA.

Provisional Sums which have not been included by the Employer will not be accepted under any circumstances and any sums identified by the Contractor as Provisional Sums shall be deemed to be included as a lump sum within the Contract Sum.

PROVISIONAL SUMS FOR UNDEFINED WORK

110 PROVISIONAL SUMS FOR UNDEFINED WORK

- Item: Additional substructure works.
- Description of work: Additional unforeseen works to substructure.
- Provisional Sums: Include £10,000 (ten thousand pounds).
- Allow for general attendance.

£10,000.00

115 PROVISIONAL SUMS FOR UNDEFINED WORK

- Item: Additional drainage works.
- Description of work: Additional unforeseen drainage works.
- Provisional Sums: Include £5,000 (five thousand pounds).
- Allow for general attendance.

£5,000.00

120 PROVISIONAL SUMS FOR UNDEFINED WORK

- Item: Additional existing building interface works.
- Description of work: Additional unforeseen works associated with existing building fabric and structure.
- Provisional Sums: Include £5,000 (five thousand pounds).
- Allow for general attendance.

£5,000.00

125 PROVISIONAL SUMS FOR UNDEFINED WORK

- Item: Additional electrical services works.
- Description of work: Additional unforeseen works to existing electrical services.
- Provisional Sums: Include £2,500 (two thousand, five hundred pounds).
- Allow for general attendance.

£2,500.00

130 PROVISIONAL SUMS FOR UNDEFINED WORK

- Item: Additional mechanical services works.
- Description of work: Additional unforeseen works to existing mechanical services in Boiler House.
- Provisional Sums: Include £2,500 (two thousand, five hundred pounds).
- Allow for general attendance.

£2,500.00

INSTRUCTIONS TO TENDERERS

- A55** **OUT OF HOURS WORKING**
- Required for works affecting safety or daily operations of the school.
- A56** **CONTINUITY OF SERVICES**
- Allow to maintain continuity of services.
- A58** **ASBESTOS REFURBISHMENT AND DEMOLITION SURVEY, REMOVAL AND REGISTER.**
The contractor must allow to remove asbestos in accordance with Control of Asbestos Regulations 2012 to areas of works as indicated in the existing asbestos survey and to suit phases. The roofs to the proposed buildings to be demolished are considered to be considered asbestos and the costs for their safe removal and disposal shall be included within the tender. Removal shall be done out of school hours.
For each completed phase issue Air Clearance Certification and Certificate of Occupation within 1 hour and send copy (by e-mail) to headteacher and EA. Issue consignment notes to EA.
Prior to handover update Asbestos Management Registers. Site paper copy and electronic version held by third party Frontline. Allow for all associated costs.
- A59** **PRECONSTRUCTION INFORMATION DOCUMENT**
The contractor shall allow for works described within the Preconstruction Information document.
- A61** **ADVANCE PROCUREMENT**
- 110 **FIXING**
- Scope: Items procured in advance do not include for Main Contractor's receiving, unloading, handling, storing, returning packing, hoisting into position and fixing, which must be allowed for in the appropriate work section.
- 120 **PLANTING**
- Scope: Items for plants and trees do not include for planting, maintenance and guarantee, which should be allowed for in the appropriate work section.