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**EA.01.0 THE C.L.A.W. STANDARD ENGINEERING SPECIFICATION**

- EA.01.01 The 6<sup>th</sup> Edition of the C.L.A.W. Standard Electrical Building Services Engineering Specification shall be read in conjunction with all or any of the sections included in the Specification Summary Sheet.
- EA.01.02 The complete Specification of Works to be carried out shall include all forms of tender, forms of contract and contract drawings.
- EA.01.03 The aforementioned may be separate or combined together in one or more bundle to comprise the Tender Documents which shall be read as a whole and **all** items shall be included for in the submitted priced Tender with **no** exclusions or qualifications.

**EA.02.0 DEFINITIONS**

- EA.02.01 In the Standard Electrical Building Services Engineering Specification, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires: -
- EA.02.02 "The Employer" shall be as defined on or with the Form of Tender.
- EA.02.03 "The Contract Administrator" shall mean the appointed representative defined on or with the Form of Tender.
- EA.02.04 "The Contract" shall mean the Form of Contract described on or with the Form of Tender.
- EA.02.05 "The Works" shall mean the whole of the Works described in the Specification to be executed by the Electrical Services Installer.
- EA.02.06 "The Specification" shall mean the complete Specification of Works described in Clause EA.01 above.
- EA.02.07 "The Main Contractor" shall mean the firm appointed to carry out the whole of the Contract where applicable.
- EA.02.08 "The Electrical Services Installer" shall mean the firm appointed to carry out the whole of the Works described in the complete Specification.
- EA.02.09 Where the Form of Tender states that the Electrical Works shall be carried out under a Sub-Contract with a Main Contractor then the Electrical Services Installer shall be referred to, and act as, a "Sub-Contractor".

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**EA.02.0      DEFINITIONS (Cont'd)**

EA.02.10      Where the Form of Tender states that the Electrical Works shall be carried out under a Direct Contract with the Employer then the Electrical Services Installer shall also assume the role of the Main Contractor for all purposes described in the Specification.

EA.02.11      Where the Form of Tender states that the Employer's Direct Labour Department or a similar organisation are carrying out the Building Works, then the Electrical Services Installer whilst directly contracted to the Employer, will act as a "Sub-Contractor" for the purpose of executing the Engineering Works.

**EA.03.0      COMMUNICATIONS**

EA.03.01      Where the Contract is made between the Electrical Services Installer and the Main Contractor all written correspondence shall be with and instruction taken from the Main Contractor.

EA.03.02      Where the Contract is made direct between the Electrical Services Installer and the Employer all written correspondence shall be with, and instructions taken from the Contract Administrator.

**EA.04.0      VISITS TO SITE**

EA.04.01      Tenderers should visit the site by prior arrangement with the Contract Administrator before completing their tenders, and will be deemed to have satisfied themselves on the full nature of local conditions as regard accessibility, transport and storage of materials, the supply of, and conditions affecting labour and to have obtained all necessary information on all matters affecting the execution of the Works.

EA.04.02      Claims on the grounds of want of knowledge in such respect, will **not** be admitted.

**EA.05.0      INSPECTION OF ARCHITECTURAL/STRUCTURAL DRAWINGS**

EA.05.01      Where the Works are part of a building project, Architectural/Structural or other Services drawings will be available for inspection during the tender period at the Contract Administrator's offices within normal working hours. Tenderers will be deemed to have inspected these drawing and included for all matters relating to the execution to the Works.

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**EA.05.0      INSPECTION OF ARCHITECTURAL/STRUCTURAL DRAWINGS**  
(Cont'd)

EA.05.02      Claims on the grounds of want of knowledge in such respect will **not** be admitted.

**EA.06.0      LABOUR & SUPERVISION**

EA.06.01      The Electrical Services Installer shall employ experienced and qualified workmen to carry out the Electrical Works. Such workmen may be assisted by apprentices or labourers, but at all times during the execution of the Electrical Works, their numbers shall not exceed the number of skilled workmen.

EA.06.02      The Contract Administrator may at any time request proof of the level of qualification and / or competence of any person involved with the Contract on behalf of the Electrical Services Installer and if not satisfied may request their replacement.

EA.06.03      The Electrical Services Installer shall employ one representative, whose name shall have been previously communicated in writing to the Contract Administrator by the Main Contractor, to superintend the carrying out of the Electrical Works on site. The said representative shall be present on the site at all times during working hours and any orders or instructions which the Main Contractor or Contract Administrator may give to the said representative shall be deemed to have been given to the Electrical Services Installer.

EA.06.04      The Main Contractor or the Contract Administrator shall have the power to request the Electrical Services Installer to remove from the works any person employed by them who in their opinion is incompetent or misconducts themselves or does not comply with the above paragraphs of this clause. Any person or persons so removed shall not be employed again on the works without the permission of the person who requested their removal.

**EA.07.0      IDENTIFICATION**

EA.07.01      As the majority of premises to be worked in may be schools or associated buildings the Contractor shall ensure that his operatives have satisfied the provisions of Home Office Circular 86(44) and DES Circular 4/86-Protection of Children: Disclosure of Criminal Background of those with access to children.

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**EA.07.0 IDENTIFICATION (Cont'd)**

EA.07.02 The Contractor shall ensure that all his operatives carry an identification card c/w Photograph

EA.07.03 The Electrical Services Installer shall, prior to commencement of any work on the premise, report to the responsible person for that premise (e.g. Headteacher, Receptionist, Site Agent) and produce his/her identification card for all operatives intending to carry out work.

EA.07.04 Prior to leaving the premise the Electrical Services Installer shall report to the responsible person of the intention to leave

**EA.08.0 WORKING HOURS**

EA.08.01 Work shall be carried out during the normal working hours of the Main Contractor. However, it shall not be carried out outside the hours of 8.00 am to 6 pm, on Mondays to Fridays without the written approval of the Main Contractor and the Contract Administrator.

EA.08.02 No works, which by their nature require inspection prior to and during the course of their execution, shall be carried out outside the specified hours.

**EA.09.0 OVERTIME**

EA.09.01 Payment of overtime will not be considered unless written authority is given by the Contract Administrator, and only then with the Main Contractor's agreement. Any such overtime must be substantiated with the sheets signed by the Main Contractor and the Contract Administrator as to the numbers of persons employed, their details, and the number of hours worked.

EA.09.02 Should the Electrical Services Installer wish to employ labour during overtime periods in order to maintain progress of the Works caused by any reason other than by direct act of the Contract Administrator or the Main Contractor, then all costs so incurred shall be deemed to be included in the contract price. All such overtime will still require the written authority of the Contract Administrator and the Main Contractor's agreement.

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**EA.10.0 PROHIBITION OF TRANSFER OF CONTRACT**

EA.10.01 No part of the Electrical Contract or any interest in it shall be transferred or assigned by the Electrical Services Installer directly or indirectly to any person or persons whomsoever without the written consent of the Contract Administrator.

**EA.11.0 SITE MEETINGS**

EA.11.01 Periodical meetings will be held at the site as and when required by the Contract Administrator or the Main Contractor.

EA.11.02 The Electrical Services Installer shall arrange to have an accredited representative present at each of these meetings.

EA.11.03 The Main Contractor shall have previously communicated the name of the Electrical Services Installer's representative in writing to the Contract Administrator.

**EA.12.0 SCHEDULE OF RATES**

EA.12.01 A Schedule of rates giving details of prices and quantities for each section of the work **will be required** to accompany the submission of tender.

EA.12.02 This schedule must show the rates of **each** piece of apparatus, labour rate for erection, rates per unit length (inclusive of labour) for the installation of each size of cable, conduit, trunking etc.

EA.12.03 Each item shall be carried forward and totalled in accordance with the tender analysis sheet.

EA.12.04 **The final grand total shall agree with the tender figure.**

**EA.13.0 VALUATION OF VARIATIONS**

EA.13.01 Following the Contract Administrator's or Main Contractor's request for a variation of the Electrical Work, the Electrical Services Installer shall submit within **seven** days to the Main Contractor, for consideration by the Contract Administrator, a written valuation of the variation inclusive of all cost of the proposed work, formulated from the Schedule of Rates, or if the rates are not applicable, an itemised quotation of the cost.

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**EA.13.0 VALUATION OF VARIATIONS (Cont'd)**

EA.13.02 Notwithstanding the Conditions of the Contract, no work shall be commenced upon any variation or cost incurred, unless otherwise authorised by the Contract Administrator, before: -

- a) The value of the variation has been agreed.
- b) The Contract Administrator's written instruction has been issued.
- c) The Main Contractor's official order has been received.

**EA.14.0 DAYWORKS**

EA.14.01 Where authority is given by the Contract Administrator for variations to the work to be executed on a Daywork basis, the definition of the Prime Cost of Dayworks will be as specified on or with the Form of Tender.

EA.14.02 The Electrical Services Installer shall give notice to the Contract Administrator of the commencement and completion of any works for which it is intended to submit daywork sheets.

EA.14.03 Daywork sheets shall be numbered in sequence and all sheets are to be signed by the Main Contractor and the Contract Administrator. Such signatures are only to be taken as certifying that the time, materials and plant are correct, and shall not be held to justify a claim that the work shall be so charged, or that it cannot be measured and priced according to the terms of the Contract.

EA.14.04 Signed Daywork sheets, giving the fullest particulars of hours worked and names of Craftsmen, Labourers, hourly base rates, description of the work executed, materials and plant used must be forwarded to the Contract Administrator via the Main Contractor not later than the end of the week following that in which the work has been executed.

EA.14.05 Where overtime, authorised for payment by the Contract Administrator, is worked in Dayworks, the percentage addition to the cost of labour shall apply to the Hourly Base Rate only, and premium time shall be paid as net.

**EA.15.0 PROVISIONAL & PRIME COST SUMS**

EA.15.01 Provisional Sums where stated on or with the Form of Tender, are defined as sums provided for work or for costs which cannot be entirely foreseen at the time of tendering.

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**EA.15.0 PROVISIONAL & PRIME COST SUMS (Cont'd)**

EA.15.02 Prime Cost Sums, where stated on or with the Form of Tender are defined as sums provided for work or services to be executed by a nominated Sub-Contractor, a statutory authority or a public undertaking, or for materials or goods to be obtained from a nominated supplier. Such sums are deemed to be exclusive of any profit required by the Electrical Services Installer and such profit should be stated separately as a percentage on or with the Form of Tender.

EA.15.03 Provisional and Prime Cost Sums shall only be expended or deducted as directed as directed in writing by the Contract Administrator.

**EA.16.0 PAYMENTS**

EA.16.01 In the case where the Electrical Services Installer is a nominated or named Sub-Contractor, payments will be made via the Main Contractor and the appropriate retention and 2½% Main Contractors Discount will be deducted.

EA.16.02 Where the contract is direct between the Electrical Services Installer and the Employer, payments to the extent of 95% of the value of the works executed shall be paid on the presentation of each interim certificate.

EA.16.03 On the issue of the Certificate of Practical Completion, or the Certificate of Taking Over, 97½% of the Contract Price shall be paid.

EA.16.04 At the discretion of the Contract Administrator, after six months of the Defects Liability Period has elapsed, all retention monies will be released, providing a Certificate of Indemnity is received from the Electrical Services Installer, indicating that the Employer is indemnified against the cost of remedying any defects, including consequential damage to the building, to fabric and furnishings and the cost of builder's work associated with the remedying of such defects and consequential damage which shall appear in the latter six months of the twelve months Defects Liability Period of the Contract.