

PRELIMINARIES

PRELIMINARIES

M1 **GENERAL**

It is deemed that the Main Contractor will have allowed for and included in the tender / quote / estimate; the cost of complying with all the requirements / works set out within the Preliminaries.....

M2 **OCCUPIED PROPERTY**

Where the property is occupied during the progress of the works and the Employer furniture and effects remain in situ. The Main Contractor must make himself fully aware of the extent and location of the contents of the property before submitting his tender/quote/estimate. The Main Contractor will take care to protect the contents of the property during works progress, by providing and using suitable covers and dust sheets. The main contractor will be responsible for carefully moving any furniture and effects to enable work to be carry out. The Main Contractor may make an allowance for these requirements, fixed at the time of tender/quote/estimate.

M3 **EXISTING FIXTURES AND FITTINGS**

The Main Contractor shall carefully remove all fixtures and fittings, to enable the works to be carried out. Such items shall be stored in a suitable environment for the duration of the work and refitted to the original condition. (subject to agreement with the Employer / Contract Administrator (JCT))

M4 **MAINTAINING EMPLOYERS TEMPORARY SERVICES**

The Main Contractor is to ensure that the Employer / , Contract Administrator (JCT) where required, has access within the property to adequate services at all time. (i.e. temporary HW/CW supplies, sanitation, toilets, heating and cooking facilities are to be provided and maintained). The exact nature of the temporary supplies/services are to be agreed with the Employers Contract / Administrator (JCT) prior to commencement of the work.....

No services are to be out of action or disconnected for more than four hours without prior written agreement with the Employer / Contract Administrator (JCT)

M5 **~~THE PARTY WALL ACT 1996~~**

~~The Employer must satisfy the requirements of the Party Wall Act 1996, (where applicable) and provide written evidence of such compliance to the Main Contractor prior to the work commencing.~~

M6 **BUILDING REGULATIONS**

The Employer / Contract Administrator (JCT) will supply the Main Contractor with a copy of the Full Plans Approval Notice prior to commencement.

The Main Contractor shall arrange for the inspection of any works; (and fund the site inspection costs) as required by the Local Authority Building Control Department. The Main Contractor shall notify the Employer of any decisions made by the Building Control Officer and their effect on the works.

The Main Contractor is to record the dates of the Local Authority Building Control Department site visits and the name of the Building Control Office plus any comments made..

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M7	<p><u>PLANNING PERMISSION</u></p> <p>The Employer / Contract Administrator (JCT) will supply the Main Contractor with a copy of the relevant Planning Approval Notice prior to commencement.</p> <p>The Main Contractor shall ensure that all conditions contained within the Planning Approval notice are adhered to, except by prior agreement with the Employer / Contract Administrator (JCT)</p> <p><u>TENDER / QUOTES / ESTIMATES</u></p>	
M8	<p><u>SITE EXAMINATION</u></p> <p>Arrangements for access to be made through the Employer pre tender / quote. The Main Contractor shall be held to have inspected the site and have considered all location conditions, including means of access for vehicles and plant, accommodation for materials, plant (skips & containers) works people, power supply etc.</p> <p>No claims for additional payments will be entertained for claims arising from the difficulties which inspection or inquiry would have revealed.</p>	
M9	<p><u>TENDERS/QUOTES/ESTIMATES</u></p> <p>The Employer does not bind himself to accept the lowest tender / quote / estimate that is submitted for the work. Tenders / quote / estimate will be evaluated to determine which tender represents the "Best Value" to the Employer.</p> <p>The Employer is not responsible for any costs incurred by the Main Contractors in the preparation of the tender/quotes/estimates.</p>	
M10	<p><u>TENDER</u></p> <p>Tender/Quote/Estimates are to remain open for a period of ten weeks, from the date fixed in the submission.</p>	
M11	<p><u>VAT</u></p> <p>All tender figures / invoices / final accounts to show the assessment of VAT in a separate format.</p>	
M12	<p><u>PRICED SPECIFICATION</u></p> <p>The Main Contractor will be required to submit a priced specification within five working days of the acceptance of the Tender/Quote/Estimate by the Employer / Contract Administrator (JCT)</p>	
M13	<p><u>PRICING</u></p> <p>Drawings, notes, specification and information as supplied are to be read in conjunction with each other. Any discrepancy, ambiguity or query is to be referred to the Employer/Designer/, Contract Administrator (JCT) in writing four working days before submission of tender/quotes/estimation. Any subsequent discrepancy reported will normally be interpreted as most favourable to the Employer. The drawings, notes, specification and information will form part of the contract made between the Main Contractor and the Employer. No alterations or qualifications of any kind is to be made by the Main Contractor to the text without the written authority of the Employer</p>	
M14	<p><u>PRICE INCLUSIONS</u></p>	

The Main Contractors price shall be deemed to include all work specified in this document/drawings and **all work** reasonably required to complete the project

CARRYING OUT THE WORKS

M15 **POSSESSION**

Possession of the site or the order to commence work shall be given in line with the tender documents and confirmed in writing by the Employer / Contract Administrator (JCT) .. The Main Contractor shall then commence the execution of the works and shall proceed with due diligence so that the whole of the works shall be completed by the date for completion as set out in the tender documents to the satisfaction of the Employer / Contract Administrator (JCT)

M16 **CONTRACT PERIOD**

The contract period for the work will be that as set out in the appointment letter / tender documents , sent by the Employer / Contract Administrator (JCT) to the Main Contractor. The contract period will be adhered to at all times.

M17 **CO-ORDINATION OF THE WORKS / PROGRAMME**

The Main Contractor is to confirm with the Employer / Contract Administrator (JCT) in writing, **an agreed programme for the works**, itemising the proposed stages of construction by trade and action, and the daily working hours., within a week of tenders being accepted

The Main Contractor is to confirm that he has all the necessary information in place to complete the works prior to commencement.

If additional information is required then the Main Contractor is to issue written "Requests for Information" recording the date by which additional information is required..

The Main Contractor is to provide the Employer / Contract Administrator (JCT) with the name and contact telephone number (24 hours access) of the Main Contractors representative.....The Main Contractor is to co-ordinate the work in such a way as to avoid unproductive time resulting from unforeseen circumstance, i.e. third party delays, No claims for additional payments will entertained for lost time in these circumstances.

M18 **MONITORING**

The Main Contractor is to supply the Employer / Contract Administrator (JCT) with weekly updates on progress highlighting on a daily basis progress against the programme

M19 **EXTENSION OF TIME**

Any application for an extension of time to the agreed contract period must be made in writing by the Main Contractor to the Employer / Contract Administrator (JCT) . The Employer / Contract Administrator (JCT) will then determine if such an extension of time is to be granted (delay resulting from delayed weather conditions need to be supported by a diary recording the daily weather agreed by both parties).

Application for extension of time to agreed contract period need to be made at the time of the delay..... Not at completion,

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M20

SITE MEETING

The Employer /, Contract Administrator (JCT) and the Main Contractor are to have a "minuted" inaugural site meeting before commencement of work.

The Employer /, Contract Administrator (JCT) and the Main Contractor are to have formal meetings at weekly intervals to "minute" progress during the duration of the work...

The site meeting to include from the Main Contractors

- i) A progress statement / report by reference to the main contract programme
- ii) Details of matters likely to affect progress
- iii) Sub-contractors and suppliers progress report
- iv) Update on contractual obligations
- v) Confirmation of information received
- vi) Confirmation of information required and a timetable cross referenced to the contract programme

M21

SERVICES

The Main Contractor shall locate all services including pipes/ducts/drains/services/cables/overhead fixtures within the vicinity of the works.

Those services which are not included/affected directly by the works shall be adequately protected throughout the duration of the works.

M22

PROGRESS

The Main Contractor is to carry out the work in a regular and diligent fashion. Working hours on the site are to be 8.00am to 5.30 pm Monday to Friday (on Business Days) unless otherwise agreed

Business Day exclude Saturdays and Sundays and Public Holidays

M23

SETTING OUT

The Main Contractor must obtain sufficient information from the drawings, notes, specification, and information supplied to enable the Main Contractor to set the site and levels for the works. Figured dimensions to be preferred to scaled dimensions. No dimensions provided on the drawings shall excuse the Main Contractor from checking by site dimensions and clarifying discrepancy with the Employer / Contract Administrator (JCT).

The Main Contractor shall be responsible for all Sub-Contractors and Specialists dimensions being checked on site. The Main Contractor is responsible for confirming and co-ordinating with the Sub-Contractor the location of all ducts, chases etc. that are required.

M24

CONSTRUCTION DRAWING

Prior to commencement of the work the Employer / Contract Administrator (JCT) is to supply the Main Contractor a complete set of the construction drawings / specifications etc. both in hardcopy form and electric form.. The Employer / Contract Administrator (JCT) and the Main Contractor are to maintain a live drawing issue sheet/log throughout the works..

The Copyright of all tender and Contract Documents shall remain vested with the Employer..

M25

WORKMANSHIP

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The Main Contractor shall insure that all work shall be carried out by competent , qualified tradesman. Workmanship shall be of the highest standard generally in accordance with the best practice of the trade and to the employer's reasonable satisfaction.

The Main Contractor shall take all reasonable steps to ensure that contractors personal are registered card holders under the Construction Skills Certification Scheme (CSCS) or similar scheme

All works to be carried out in strict accordance with current Code of Practices, and manufacture recommendation and instructions. The Main Contractor is to ensure that all copies of relevant literature is available on site at all times.

At the end of each day the contractor is to leave the site in a clean and tidy condition.

M26 **ENERGY RATING CALCULATIONS**

Where applicable the Main Contractors is to record during construction on printed pro forma's compliance with Accredited Construction Details (ACD) and Enhanced Construction Details (ECDs) and provide photographic evidence to support compliance

M27 **AIR TESTING**

~~Where applicable the Main Contractors is to undertake air tightness testing, also known as air leakage testing or air permeability testing, to establish the rate at which air leaks out of a building, as per the Building Regulation Part L. Air Tightness Testing is to be undertaken by UKAS accredited company and certificates registered with ATTMA, copies to Employer / Contract Administrator (JCT)~~

M28 **GENERAL MATERIAL**

All goods and material will be used in accordance with the appropriate current British Standards, Codes of Practice and to be approved by the Employer / Contract Administrator (JCT)

Irrespective of any further particular detailed description within the specification, all materials to be of good quality of their respective type. Any rejected materials are to be removed from site.....(further descriptive clauses are given as an amplification of specific types of material etc. but in any case of apparent lack of information GOOD QUALITY materials appropriate to the purpose must be used)

M29 **SUBSTITUTE MATERIALS**

Substitute materials will not be allowed. If a material, goods or service specified is no longer available, then a substitute can be used..... providing the materials, goods, or service is equal to, or better than, the material originally specified. The Employer must be satisfied that the substitute is equivalent in quality, reliability, function, and compatibility

The Main Contractor is to provide samples, and all relevant technical literature, British Standards, Codes of Practice to support the substitution. To the Employer / Contract Administrator (JCT)

M30 **TESTING MATERIAL**

The Main Contractor is to undertake site "Testing of Materials" as directed by the Employer / Contract Administrator (JCT) , the relevant British Standards and Codes

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of Practice.....and provide written records of the results

M31 **DEFECTIVE WORK**

Any defect in materials and or workmanship that may become apparent during the contract period shall be rectified to the satisfaction of the Employer / Contract Administrator (JCT) by the Main Contractor at the Main Contractor own expense.

M32 **NAME BOARDS**

The erecting of name boards is permitted on site by the Main Contractor and the Sub-Contractors.. in approved positions and form, ... subject to the required consents. Advertisements are not permitted

M33 **PLANT, SCAFFOLDING, PROTECTION ETC.**

The Main Contractor will allow for all necessary power, transport, plant , tools, scaffolding, ladders, step ladders, trestles, and other temporary constructions and equipment, which shall be sufficient to carry out the work in the drawings, notes, specifications and information, and to provide good access for all trades and comply with accepted safety standards..

The Main Contractor will provide all necessary temporary lighting required to undertake and complete the works

M34 **USE OF PERMANENT HEATING SYSTEMS**

The Main Contractor may use for "drying out" the works the permanent heating installation where appropriate subject to

- i) Taking responsibility for the operation, maintenance and remedial works associated with the operation.
- ii) Arranging supervision by and indemnification of, the appropriate sub-contractors
- iii) Pay any costs associated with the operation..

M35 **NOISE AND DISTURBANCE**

The Main Contractor and sub-contractors shall carry out the works in accordance with BS5288; parts 1 & 2 to minimise noise, vibration and disturbance to satisfy the requirements of section 60 of the Control of Pollution Act 1974. the Main Contractor is to inform the Employer / Contract Administrator (JCT) in advance of any work likely to cause noise and/or pollution.

M36 **POLLUTION**

The Main Contractor is to take all reasonable precautions to prevent pollution of the site and the general environment.

M37 **SITE CONDITIONS**

The Main Contractor is to ensure that the site and surroundings are maintained in a clean and tidy condition at all time.

M38 **PROTECTION OF GARDEN ENVIRONMENT**

The Main Contractor is to take all reasonable steps to protect the garden environment, vegetation, trees and plants not affected by the construction work. The Main Contractor is to allow for the removal of pre-agreed plants shrubs etc. by the Employer / Contract Administrator (JCT) from affected areas, by giving two

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weeks' notice of the need to do so.

M38

TEMPORARY WORKS

Any temporary works that may be required in order to carry out the proper execution of the works or to ensure Health and Safety Requirements are met; shall be the sole responsibility of the Main Contractor and the cost shall be deemed to be included in the original tender/quote/estimate. The Main Contractor shall be responsible for the design, execution and maintenance of the temporary works and any statutory approvals, permit and liaison as may be required.

M38-a

PROTECTION OF TREES (RPA)

~~The Main Contractor is to comply with the requirements of the RTA, and to ensure that all protection measures are in place ahead of the commencement of construction and during the construction... Temporary adjustments to the protection measures during the construction period due to operational requirements are to be pre-agreed with the employer~~

~~The guidance contained within 'BS 5837 Trees in relation to design, demolition and construction' to be followed~~

M39

TEMPORARY WATER SUPPLY

The Main Contractor will provide the necessary water supply for the works, including all temporary plumbing, if required, and pay all charges to the local Water Authority. If well water is used, permission must first be obtained. (the well to be left in clean condition and a suitable pump used. Contaminated buckets are not to be used)

M40

CARE OF THE WORK

The Main Contractor is to keep all personnel (including sub-contractors/ specialists) within the site boundary, and be responsible for the full protection of the work until completion. The Employers property outside the immediate working area to be carefully protected and any assessed damage made good.

M41

PROTECTING FROM WEATHER

The Main Contractor shall protect the work from inclement weather. No works liable to damage by the frost may be carried out during frosty weather, except with expressed written permission of the Employer. The Main Contractor shall provide and erect all temporary weatherproofing, and maintain it during the works. All work must be covered up at night.

M42

MAINTENANCE OF PUBLIC AND PRIVATE ROADS

The Main Contractor shall make good and maintain any incidental damage to public and private road roads, path, kerbs, fences, grassed areas, landscaped areas etc. the conditions of such items to be agrees between the Employer and the Main Contractor prior to the works commencing..

M43

MAKING GOOD TO EXISTING WORKS

The Main Contractor is to allow for all making good to match adjacent unaffected work and decoration, unless full redecoration is specified for the particular room. affected wallpaper/ceiling paper shall be cut back carefully to position/point agree with the Employer.

M44

UNCOVERING DECAY TO EXISTING WORK

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Any defects including such as dry rot/wet rot; timber infestation uncovered during the course of opening up the works should be reported to the employer. No new work shall be built over unsound old work.

M45 **SECURITY**

The Main Contractor is to take all reasonable safe guards to protect the work from unauthorised entry by persons unconnected to the work, and to protect materials and plant from damage and theft.

Site materials includes all unfixed materials and goods delivered to and placed on or near the works/site which are intended for incorporation therein

M46 **SITE WASTE MANAGEMENT PLAN**

The Main Contractor is to prepare and manage a site waste management plan Confirming responsibility for resource management./ What types of waste will be generated. / How the waste will be managed / will it be reduced, reused or recycled / / How the quantity of waste generated by the project will be measured.

M47 **BURNING ON SITE**

Burning on site is not permitted.

M48 **REMOVAL OF WORKMAN**

The Employer / Contract Administrator (JCT) shall have the power to require the Main Contractor to remove from site any person who miss-conducts himself or is incompetent, at no expense to the employer.

The Main Contractor is to ensure that the following behaviour is avoided

- i) Rudeness and or foul language
- ii) Excessive noise including the use of audio equipment
- iii) Over familiarity
- iv) Arguments
- v) All sites are non-smoking sites
- vi) Preparation and consumption of food except in line with Welfare Facilities
- vii) No pets or animals on site
- viii) No children on site

M49 **NUISANCE**

The Main Contractor must take care to minimise nuisance and inconvenience to the occupiers of the surrounding dwellings.

No workman shall trespass upon the surrounding properties. If required to, because of the nature of the work, the necessary permission must be sought from affected parties. Any costs incurred are deemed to be included in the tender/quote/estimate.

M50 **DETERMINATION OF THE WORK**

The Employer / Contract Administrator (JCT) can determine the employment of the Main Contractor if the Main Contractor

- i) without reasonable cause wholly suspends the carrying out of the works.. before completion
- ii) fails to proceed regularly and diligently with the works
- iii) fails to comply with Employers / Contract Administrator (JCT) written

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- instruction
- iv) fails / refuses or persistently neglects to comply with written notice from the Employer requiring him to remove defective work or improper materials or goods in respect of the work
 - v) fails to comply with the requirements of the general conditions of the contract/preliminaries

The Employer to confirm the intension to determine the works in writing to the Main Contractor /in compliance with the requirement of the JCT Minor Works Contract

The Employer to confirm the notice to determine the works in writing to the Main Contractor /in compliance with the requirement of the JCT Minor Works Contract

The Employer will deduct all relevant costs associated with this action from any balances due to the contractor.

CONTROL OF WORK

M51

VARIATIONS/ADDITIONAL ITEMS/NEW WORK

The Employer can issue variations to the details supplied in the Drawings, Notes, Specification and Information supplied etc.

Any Variations to the details given in the Drawings, Notes, Specification etc. and the conditions found on the site by the Main Contactor shall be reported to the Employer / Contract Administrator (JCT) by the Main Contractor immediately.....

Instructions to vary, alter or amend the works must be given in writing by the Employer / Contract Administrator (JCT) to the Main Contractor

The cost for work varied, altered or amended (be it addition or omission); in a variation to the drawing, note, specification and information supplied must be set in writing prior to the Main Contractor proceeding with the effected work... where practical.

The cost for work varied, altered or amended (be it addition or omission); should where possible and with the endeavours of the Employer / Contract Administrator (JCT) / Main Contractor be agreed prior to the Main Contractor carrying out the work

The cost for work varied, altered, new or amended (be it an addition or omission); in variation to drawing, note, specification and information supplied will be determined by the Employer / Contract Administrator (JCT) and is to be based in the first instance on pro-rata rates to tendered figures / pre priced works , or based on labour rates / preliminaries and profit figures agreed at tender stage... and industry bench marks for construction operations..... and is to be reasonable.

The Employer / Contract Administrator (JCT) is to show all workings relating to calculations in respect of variations in writing.

M52

DAYWORKS

The undertaking and use of Dayworks by the Main Contractor is to be pre agreed item by item by the Employer / Contract Administrator (JCT) . and reasonable notice must be given that Dayworks are to be used..

Claims for dayworks must be

- i) supported by a document that makes reference to the instruction authorising

- it with a description of the work undertaken
- ii) signed by the Main Contractor ...
- iii) contain the operatives name, time spent , equipment used, materials and products used ...

M53

SUB-CONTRACTOR (EMPLOYER)

Where the Employer intends to nominate his own sub-contractor they must be named at the time of the tender/quote and full details supplied including compliance with competency requirement of CDM..

The Employer is to supply the Main Contractor/Contract Administrator with the names and addresses of all sub-contractor/ specialists programmed to work on the site.

The selection of Sub- Contractors to comply with the Code of Practise for the selection of Sub-contractors and the Sub - Contractors are to be competent and relevant to the works being sub-contracted

M54

SUB-CONTRACTOR (MAIN CONTRACTOR)

The Main Contractor shall not sub-contract any part, or all of the work, except where otherwise previously agreed in writing with the Employer / Contract Administrator (JCT) , or by reference to the specification.

Where the Main Contractor intends to employ his own sub-contractor they must be named at the time of the tender/quote and full details supplied including compliance with competency requirement of CDM..

The Main Contractor is to supply the Employer/Contract Administrator with the names and addresses of all sub-contractor/ specialists programmed to work on the site.

The selection of Sub- Contractors to comply with the Code of Practise for the selection of Sub-contractors and the Sub - Contractors are to be competent and relevant to the works being sub-contracted

M55

ATTENDANCE OF SUB-CONTRACTORS AND SPECIALISTS

The Main Contractor shall be solely responsible for the supervision of and action and conduct of all sub-contractors and specialists and suppliers, ..and attendance / profit / overheads on these parties is deemed included in the tender price...

The Main Contractor is to allow all attendance on heating and plumbing engineers, electrical contractor, and all other specialist, third parties etc., works including for all lifting , cutting, chasing, refixing and making good as required.

The Main Contractor is to ascertain from each sub-contractor/specialist, all particulars relating to their work with regard to the order of its execution and the position in which chases, holes, excavations, etc., and the similar... will be required.

No claim will be allowed for the extra cost of cutting away work already executed. The Main Contractor is to supply the Employer with the names and addresses of all sub-contractor/ specialists programmed to work on the site prior to commencement.

PAYMENTS

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- M56 **ABORTIVE CALLS**
- No costs will be accepted by the Employer / Contract Administrator (JCT) , for calls made by the Main Contractor, when he is unable to gain access to the site , for any reason, in order to proceed with the work.
- M57 **ADVERSE WEATHER CONDITIONS**
- The Main Contractor is to use all reasonable and suitable building aids and methods to prevent or minimise delays during periods of adverse weather conditions
- The Main Contractor is to maintain a weather log during the course of the contract, and the extent to which aids and methods have been utilised will be taken into account when assessing any claim for delay due to weather.. The Main Contractor is to supply written copies of the weather log to the Employer / Contract Administrator (JCT) at the site meetings.
- Claims for weather delay will only be undertaken when serious adverse non season weather prevents progress.
- M58 **DELAYS RESULTING FROM THIRD PARTIES**
- The Employer will not be liable for any cost incurred by the Main Contractor as a result of delays caused by third parties.
- M59 **PROVISIONAL SUMS:**
- Provisional Sums contained in the specification, are for works which cannot be accurately defined at the time of tender/quote/estimate. These sums are to be included in the tender/quotes/estimates without addition or subtraction and are not to be used or exceeded without the Employer / Contract Administrator (JCT) approval.....and if not used, deducted from the final account.
- Contingency sums contained in the tender/quote / estimate. Are to be spent, as instructed by the Employer / Contract Administrator (JCT) on items that could not been have foreseen at the start of the works, or if not used, deducted from the final amount.
- M60 **CONTINGENCY SUMS:**
- Contingency sums contained in the tender/quote / estimate. Are to be spent, as instructed by the Employer / Contract Administrator (JCT) on items that could not been have foreseen at the start of the works, or if not used, deducted from the final amount.
- M61 **CREDIT**
- No items of use or value are to leave the site without the Employers / Contract Administrator (JCT) consent.
- M62 **STATUTORY REGULATIONS ,OBLIGATIONS, FEES AND CHARGES**
- The main contractor is to allow for any payment required for rates, charges or similar, levied by the Local Authority or other Statutory/Private bodies for any temporary erection, supplies, connections, licences etc. The Main Contractor is to be familiar with and comply with, and observe all current Building Regulations, local by-laws etc., and draw attention to any diversion with instructions, given by the Employer / Contract Administrator (JCT) , before proceeding with affected work. All statutory services authorities are to be notified by the Main Contractor well in advance when works to mains service are required, to avoid unnecessary delay.

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The Main Contractor is to allow for all payments required to meet with the health and safety obligations.

M63 **EMPLOYERS LIGHTING AND POWER**

The Main Contractor is to agree with the Employer in writing, any payment for lighting and power supplied by the Employer.

The Main Contractor will if using the Employers site electrical supply/ water supply will reimburse/~~not reimburse~~ the costs associated with the construction process the Employer

M64 **DAMAGES RESULTING FROM NON COMPLETION**

The main contractor will be liable for any or all costs incurred as a result of the non completion of the work within the agreed contraction period, including both tangibles and intangibles costs.

The main contractor will be liable for any or all costs incurred as a result of the non completion of the work within the agreed contraction period, including both tangibles and intangibles costs at the rate set out in the tender documents.

M65 **PAYMENT OF ACCOUNTS**

The Main Contractor and the Employer / Contract Administrator (JCT) shall agree in writing, prior to the commencement of the work the method of payment, for the work.

This to include, how any stage payments are to be made including any "due dates", and how any retention's or damages claims are to be implemented.

The Employer / Contract Administrator (JCT) shall issue a certificate of payment within five days of the due date based on the value of work at the due date properly executed and completed at the time and materials and good on site associated with the work not in third party ownership

Works under JCT Contract... The Main Contractor and the Employer / Contract Administrator (JCT) shall agree in writing, prior to the commencement of the work to comply with the terms and conditions set out in a JCT Minor Works Contract in respect of payments..

M66 **INVOICES**

The Main Contractor is to prepare and submit a written invoice for all agree payments, highlighting the basis of the account and the cost implication of any variation

M67 **RETENTION**

Unless otherwise agreed; the employer will retain 5%of the running total of any invoice submitted during the course of the work; and 2.5% of the final account ... for six month after completion

INSURANCES

M68 **INSURANCE**

The Main Contractor will be liable for , and shall indemnify the Employer against any

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loss, claim, liability or expense whatsoever arising under a statute or common law in respect of the personal injury, death or other claim by anybody associated with the workThe contractor will provide cover to the value offor each occurrence

- i) Employers liability £5,000,000
- ii) Public liability £5,000,000
- iii) Product liability £1,000,000

- a) All sub-contractors must be similarly insured
- b) Any third party claim that result from the work

The Main Contractor is to provide proof of insurance to the Employer / Contract Administrator (JCT) at the time of tender ... The insurance is to from commencement on site to Practical Completion / Handover.

Details to include

- i) Period of Cover
- ii) Type of Policy
- iii) Name of Insured
- iv) Policy numbers
- v) Name and Address of Insurers
- vi) Confirmation that cover includes indemnity of principle
- vii) Details as of conditions and exclusions

M69 **INSURANCE...EMPLOYER (HOUSEHOLDER)**

The Employer is to ensure that there is adequate "Household Insurance " to indemnify against claims.. Specifically the Employer is to ensure that is adequate insurance to cover any loss of the building materials, Employers to provide proof of cover to the Main Contractor.

M70 **PERFORMANCE GUARANTEE BOND**

The Main Contractor will obtain a Performance Bond from an approved Guarantor. The value of the bond will be 10% of the anticipated value of the work/contract. The Main Contractor will submit the relevant documentation with the tender showing in writing the details associated with undertaking to provide the Performance Bond.

The Main Contractor will ensure that all premiums and other sums payable in connection with the bond are paid ahead of starting on site and provide proof of such payments

HEALTH AND SAFETY

M71 **HEALTH AND SAFETY**

All operation undertaken by the Main Contractor and the sub-contractor (where applicable) during the period of the works shall be conducted in a safe manner and shall comply with all relevant legislation including Construction (Design & Management) Regulations 2015 ; Health and Safety at Work Act 1974 ; Management of Health and Safety at Work Regulations 1999 or any subsequent re-enactment thereof Plus the HSE approved Codes of Practice;

M72 **WELFARE**

The Main Contractor is to ensure that all the requirements of the Construction (Design & Management) Regulations 2015 Schedule 2 is adhered to for all people attending the site

M73 **HEALTH AND SAFETY: OCCUPIED DWELLING**

The Main Contractor must acquaint himself with the problem relating to the "Health and Safety" of occupiers and visitors to the site, and take the necessary steps to protect them. Where the Employer is elderly/disabled or infirm the Main Contractor is to be expedient in carrying out the works, with due care and consideration to the prevailing circumstances and condition.

M74 **HARD HAT**

The Main Contractor is to ensure that head protection is provided where there is a foreseeable risk of a head injury. The safety helmets to comply with BS 5240 and are to be worn at all time, by all operatives.

The Main Contractor shall provide and maintain all necessary facilities in connection with above for all operations on site. The Employer may require the Main Contractor to demonstrate his compliance with the health and safety regulation.

M75 **CDM REGULATIONS**

(CONSTRUCTION, DESIGN AND MANAGEMENT REGULATION 2015)

The Employer / a Contract Administrator (JCT) and the Main Contractor are to comply Construction (Design & Management) Regulations 2015 CDM requirements..... any costs accrued by the main contractor in the preparation of health and safety plan, the preparation of method statements, and any other factors contained, will be deemed to be contained in the tender/quote/estimate.

The appointment and funding of a CDM planning co-ordinator is the responsibility of the Employer..... the Employer is responsible for the HSE project notification (i.e. F10)

M76 **CDM DESIGNER RISK**

A copy of the designer risk assessment is attached for the Main Contractor action. The Main Contractor is to confirm the start date to date to the designer to allow for HSE notification to take place.

M77 **CONSTRUCTION HEALTH & SAFETY PLAN**

The main Contractor is to submit within five working days of the tender being accepted a Construction Health & Safety Plan to include the following information.

- i) Method Statements on how risks from hazards identified in the pre-construction information and other hazards identified by the Employer/Contract Administrator/ Principle Designer will be addressed.
- ii) Procedure for carrying out risk assessments and for managing and controlling risk
- iii) Details of the H & S management structure and responsibilities
- iv) Details of contractors training and Training policy and training in specific areas, i.e. Working at height, Manual Handling, Risk Identification etc.
- v) Arrangements for the issuing of health & safety directions
- vi) Procedure for ensuring that all persons on site have received relevant Health & safety training & information
- vii) Arrangements for preparation of site rules and procedure for ensuring that all persons on site are aware of site rules
- viii) Procedure to monitor that all persons on site follow and comply with site rules and procedures, health & safety standards and statutory requirements
- ix) Procedure for informing other contractors and sub-contractors and employees of health & safety issues
- x) Selection process for ensuring competency of other contractors work on the project
- xi) Procedure for co-operation and coordination between contractors sub-

- contractors & employees
- xii) Procedure for communications between the project team
- xiii) Emergency procedure including for fire prevention and escape
- xiv) Emergency procedure accidents illness and dangerous occurrences, plus method of recoding such events
- xv) Arrangements for welfare
- xvi) Procedure to monitor and obtain feed back

M77A **PERSONAL PROTECTIVE EQUIPMENT**

Subject to the Construction Health & Safety Plan.. The minimum PPE to be supplied for the sole use of the Main Contractors employees and sub-contractors/suppliers is

- i) Safety Helmets to current British Standard
- ii) High Visibility waistcoats
- iii) Safety Boots
- iv) Disposable respirators
- v) Eye Protection
- vi) Ear Protection
- vii) Hand Protection.

M78 **ASBESTOS**

Existing BuildingsThe Employer will supply an Asbestos survey in line with Asbestos Regulations 2012 Management Survey or Refurbishment & Demolition Survey ahead of commencement. The Employer and the Main Contractor are to determine the requirements for further testing ahead of commencement (or as required as part of CDM process)... and act accordingly.

Any materials found on site, suspected of containing asbestos are to be marked/labelled (subject to test;) and if to be disturbed all materials suspected of containing asbestos are to be removed in accordance with the asbestos (licensing) Regulations & the Special Waste Regulations 1996.

The Employer will be liable for costs associated with asbestos testing and removing

The employer to supply current "Asbestos Register" to the Main Contractor

COMPLETION

M79 **DRYING OF WORKS**

The Main Contractor shall provide temporary equipment, fuel and qualified attendance for the drying out and controlling humidity of the work.

M80 **COMPLETION**

On completion the Main Contractor is to generally check all new exiting doors and window fastenings, and tighten or ease and confirm with the Employer / Contract Administrator (JCT) that the building is satisfactory in this respect.

The Main Contractor is to ensure instruction regarding the operation of any boiler, pump or other plant installed by the Main Contractor/sub-contractor/specialist, has been provided to the Employer. The Main Contractor is to clear away rubbish and surplus materials including that of any sub-contractors/specialists ,from time to time as necessary, or as directed by the Employer. The Main Contractor is to scrub or clean all floors, metalwork etc. Eradicate all stains and splashes and leave every

PRELIMINARIES

part of the work in a sound and perfect condition free from all defects at completion to the entire satisfaction of the Employer. The Main Contractor is to ensure that all plant/machinery/installations (electrical & plumbing) etc. are in full working order at completion.

Contractor is to leave the site in a clean and tidy condition and undertake a full commercial clean of the building prior to hand-over

M81 **SCAFFOLDING**

The Main Contractor is to remove all scaffolding associated with the work within five working days of practical completion. If not the employer will organise its removal and the Main Contractor will be liable for any and all cost incurred.

M82 **PRACTICAL COMPLETION**

The Employer is to issue written confirmation that practical completion has been achieved. Practical Completion is deemed when the works contained in the specification are complete; and all certification, manuals, warranties etc. have been provide by the Main Contractor

At practical completion stage , the Main Contractor and the Employer / Contract Administrator (JCT) are to agree (in writing), the extent and nature of any unsatisfactory / outstanding work. These items are to be rectified prior to the settlement of the main contractors' account

M83 **CONTRACTORS WARRANTY**

The Main Contractor is to provide to the Employer / Contract Administrator (JCT) a written guarantee/warranty, for all work undertaken by the Main Contractor/sub-contractor/specialist, for a minimum of six months on building works and twelve months on M & E works year. (subject to any other agreements i.e. professional body's indemnities, agreed extended warranty periods, and manufacturers guarantees).

M84 **CERTIFICATES AND GUARANTEES**

The Main Contractor shall ensure that, where relevant, guarantees or certificates for timber treatment, damp proof course, electrical installation and heating systems are obtained and forwarded to the Employer / Contract Administrator (JCT) at the completion of the works.

The contractor is to provide three copies of a complete and comprehensive O&M manual (two of client , one for file) including as fitted / as built drawings

The contractor is to provide to the Employer an Electronic Version of a complete and comprehensive O&M manual including as fitted / as built drawings

M85 **TECHNICAL LITERATURE / HAND OVER MANUAL**

The Main Contractor is to supply all technical literature in a purpose made folder, relating to all equipment, components installed. Documentation to include "as fitted" drawing of all wiring and heating installations. Documentation to be handed over to the Employer upon practical completion.

M86 **BUILDING CONTROL CERTIFICATE**

The Main Contractor shall ensure that a suitable certificate of completion is obtained from the Building Control officer and passed to the Employer at the

PRELIMINARIES

completion of the works...

Practical Completion will not be agreed without Building Control Completion Certification being in place

M87

DISPUTES

Prior to commencement of the work..... The Employer / Contract Administrator and the Main Contractor are to agree a method of resolving disputes in the event of a dispute arising, for whatever reason, both parties

- i) can refer the matter to a third party to arbitrate or
- ii) can refer the matter to the FMB warranty for a decision (where applicable);

Both parties to agree to abide by any decisions made under either option.....

If JCT Minor Works Contract in place then via JCT contract details

SCHOOLS

M89

SAFE GUARDING POLICY

~~Prior to commencement the Main Contractor is to agree a safe guarding policy in respect of working practices to be in place and maintained during the course of the contract... policy to include (policy to be in written format)~~

- ~~i) Segregate Policy.... Agreed methodology to avoid contact between contractors and pupils as far as possible and to eliminate all opportunities for construction site access by anyone not entitled to enter.~~
- ~~ii) Supervision Policy Agreed methodology to supervise any contact that does take place by a member of staff or a suitably vetted volunteer and ensure that no minor is left on his/her own with contractors.~~
- ~~iii) Code of conduct... To require contractors to observe a code of conduct~~
- ~~iv) Regulate AccessTo regulate and agree access to the premises for both contractors and deliveries~~
- ~~v) Agreed methodology to undertake checks on contractors where appropriate.*~~

~~*The requirement for "Disclosure and Barring Service" (DBS) checks on Main Contractors staff will be determined by a risk assessment. The risk assessment to take account of the likely amount of contact that the contractors' staff might have with pupils, given that measures to segregate and to supervise should irremediably be in place.~~

~~DBS checks would not be required where there would be no contact between contractors' staff and pupils / DBS checks would not normally be required for contractors' staff working on site building an extension or undertaking repairs where they are physically and absolutely segregated/separated from all pupils and that any contact that did take place was supervised by the school.~~

~~Where a member of the Main Contractors staff is likely to have either frequent or prolonged contact with pupils / staff then a DBS check will be required..~~

~~A check may also be considered appropriate in the case of a Main Contractors representative where such staff are responsible for ensuring compliance with other safeguarding measures such as segregation, identification, code of conduct etc.~~

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