



Project Ref: A77

Proposed alterations for Action Homeless, at Mayfield House, St James Terrace, Mayfield Road, Leicester.

PRELIMINARIES AND GENERAL CONDITIONS

1 PROJECT PARTICULARS

1.1 THE PROJECT: Proposed alterations for Action Homeless, at Mayfield House, St James Terrace, Mayfield Road, Leicester.

1.2 NAMES OF EMPLOYER AND CONSULTANTS:

Employer & Client

Mr Mark Grant,
Chief Executive,
c/o brp Architects,

Architect

brp Architects
1 Millers Yard
Roman Way
MARKET HARBOROUGH
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Tel: 01858 464986
(contact: Kevin James)
E-mail: k.james@brp-architects.com

Principal Designer

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Tel: 01858 464986
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Contract Administrator

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Tel: 01858 464986
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E-mail: k.james@brp-architects.com

Quantity Surveyor

Gateley RJA
19 Nursery Court
Kibworth Business Park
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Leicestershire
LE8 0EX
Tel: 0116 279 2066
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2 DRAWINGS

Drawings and Documents for Tender and Contract

The following drawings and documents provided have been used for the preparation of this document and together are intended to give guidance to the Contractor in preparing the tender and these and all spare drawings and documents must be returned to the Employer when the Contract has been awarded (excepting the successful Contractor).

The following drawings and documents will become Contract Documents:

Company	Drawing Number	Drawing Description
brp Architects	A77 0100-T01	Location Plan
	A77 0101-T01	Existing Site Plan
	A77 0200-T02	Existing Ground Floor Plan 1 of 2
	A77 0201-T02	Existing Ground Floor Plan 2 of 2
	A77 0202-T02	Existing First Floor Plan 1 of 2
	A77 0203-T02	Existing First Floor Plan 2 of 2
	A77 0300-T01	Existing Sections
	A77 0400-T01	Existing Elevations
	A77 1001-T01	External Works Plan
	A77 2000-T01	Phasing Plan
	A77 2001-T01	Ground Floor Plan Proposed 1 of 2
	A77 2002-T01	Ground Floor Plan Proposed 2 of 2
	A77 2003-T01	First Floor Plan Proposed 1 of 2
	A77 2004-T01	First Floor Plan Proposed 2 of 2
	A77 2011-T01	Ground Floor Plan Demolition & Removals 1 of 2
	A77 2012-T01	Ground Floor Plan Demolition & Removals 2 of 2
	A77 2013-T01	First Floor Plan Demolition & Removals 1 of 2
	A77 2014-T01	First Floor Plan Demolition & Removals 2 of 2
	A77 2015-T01	Basement Floor Plan Proposed
	A77 2101-T01	Ground Floor Fire Strategy 1 of 2
	A77 2102-T01	Ground Floor Fire Strategy 2 of 2
	A77 2103-T01	First Floor Fire Strategy 1 of 2
	A77 2104-T01	First Floor Fire Strategy 2 of 2
	A77 2501-T01	Ground Floor Indicative M&E Layout 1 of 2
	A77 2502-T01	Ground Floor Indicative M&E Layout 2 of 2
	A77 2503-T01	First Floor Indicative M&E Layout 1 of 2
	A77 2504-T01	First Floor Indicative M&E Layout 2 of 2
	A77 2501-T01	Ground Floor Finishes 1 of 2
	A77 2502-T01	Ground Floor Finishes 2 of 2
	A77 2503-T01	First Floor Finishes 1 of 2
	A77 2504-T01	First Floor Finishes 2 of 2
	A77 5001-T01	Typical Stud Details
	A77 5002-T01	Typical Internal Door Jamb & External Door Details
	A77 5003-T01	Typical Window & External Door Details
	A77 5004-T01	External Works Details
	A77 5005-T01	Typical Ceiling Details
	A77 6001-T01	Kitchen Layouts
	A77 7001-T01	Door Schedule
	A77 7002-T01	Window Schedule
	A77 8001-T01	Site Constraints
	A77 8002-T01	Contractor's Work Area

Existing drawings are included for information only and will not become 'Contract' drawings. The Contractor will be responsible for ascertaining and checking the accuracy of site dimensions and conditions.

A copy of the Oracle Asbestos Survey dated 2020 has been included for information only and will not become a 'Contract' document. The Contractor will be responsible for obtaining an asbestos demolition survey prior to commencing work.

The Works throughout will be executed to the detail drawings issued under the contract, subject to the existing site conditions, and no work concerned with specialist materials or design must be put in hand without first checking site dimensions and consulting the Employer's authorised representative.

In case of any discordance or want of agreement arising from clerical or drafting errors

- (a) detail drawings will be held to be more correct and binding than the general drawings
- (b) drawings made to a larger scale or for special instructions will be held to be more correct and binding than drawings made to a smaller scale or for general instructions but subject nevertheless in case of doubt or dispute to the summary decision of the Employer's authorised representative.
- (c) drawings will be held to be more correct and binding than the schedule of works.

The Contractor's failure to comply with this requirement will preclude him from founding any claim on such discordance or want of agreement.

3 THE SITE / EXISTING BUILDINGS

3.1 Description of the Site

The Works are situated at numbers 26 – 28 Mayfield Road & a portion of 14 - 16 St James Terrace, that collectively form Action Homeless, Mayfield House.

The intention is to refurbish the buildings for use by the client to provide accommodation for homeless people in the city.

The site is accessed from double gates under a covered link between the Cottage and Mayfield House from Mayfield Road.

3.2 Visit the Site

The Contractor must visit the site and ascertain the nature and extent of the works. The Contractor will be deemed to have satisfied himself as regards the means of access to the site, storage facilities, the risk of injury to property outside of the contract work area and generally to have obtained his own information on all matters affecting the execution of the works and to have allowed in his tender therefore.

It is the Contractor's responsibility to ensure that all costs necessary for the full and proper execution of the works as indicated on the tender drawings, have been incorporated within his tender, and he will be deemed to have full knowledge of the existing site conditions and restrictions.

Arrangements to visit the site should be made through the Client who will advise as to when to make such arrangements with the Action Homeless.

3.3 Schedule of Site Conditions

Before commencement of the Contract, a written and photographic Schedule of Conditions of the work area and immediate context, is to be agreed between the Employer or his authorised representative and the Contractor. On completion of the Contract, the Contractor is to reinstate the same to their original condition at his own expense.

Record photographs should also include, but not be limited to areas of public highway, curbs, signage, street furniture, etc, surrounding and adjacent to the site that are currently sub-standard or damaged or may be affected by the works and associated deliveries.

A CCTV drainage survey of the existing drainage runs should be undertaken prior to commencing works from head of run to public sewer connection together with all other live connections. To be published to the contractor administrator for record keeping.

3.3 Asbestos

ASBESTOS: The asbestos Management Survey must be inspected together with the Oracle Asbestos Survey dated 2020 and It shall be the contractor's responsibility to arrange for a demolition and refurbishment asbestos survey be carried out upon the areas to be affected by the works prior to any demolition or construction activities taking place onsite.

4 DESCRIPTION OF THE WORK

4.1 General Description

The works comprise of the internal refurbishment of part of “Mayfield House” & the “Cottage” . Both buildings will require minor structural alterations and formation of new internal walls to create the new internal configuration, with replacement external windows and doors to the street elevations and rear of the Cottage. Both will also benefit from external works to the rear.

4.2 Contingencies

The contractor’s attention is drawn to section 9 at the back of this document and reminded to complete sections 9.1 to 9.4 (inclusive) as part of the tender return.

4.3 Health and Safety & CDM 2015

The appointed Contractor will assume the role of Principal Contractor under The CDM Regulations 2015. The principal contractor’s duty is to:

- plan, manage, monitor and coordinate health and safety in the construction phase of a project
- liaise with the client and principal designer
- prepare the construction phase plan
- organize cooperation between contractors and coordinate their work.

Ensure:

- suitable site inductions are provided
- reasonable steps are taken to prevent unauthorized access
- workers are consulted and engaged in health and safety matters
- welfare facilities are provided

4.4 Principal Designer CDM 2015

Under The CDM Regulations 2015 for this project BRP Architects shall be appointed in the role of Principal Designer and will work closely with the Principal Contractor throughout the construction phase of the project.

The Principal Designer will ensure that the principal contractor receives the pre-construction information, including any significant health and safety issues arising from the original client brief, and any subsequent changes to the brief or issues identified by the designers.

The Principal Designer will liaise with the principal contractor throughout his appointment, communicating regularly to ensure the design, including temporary works design, is co-ordinated.

The Principal Designer will support the principal contractor in obtaining responses from designers to any questions relating to health and safety.

The Principal Designer and the principal contractor should agree methods of communication with other contractors, as the principal contractor has a co-ordination role and may wish to be involved in the discussions.

4.5 Building Control

A building regulation application has been submitted previously and registered with Leicester City Council Building Control. A plan check report has been received and a copy of which has been included in the tender pack.

5 THE CONTRACT

5.1 Articles of Agreement and Conditions

The form of contract will be the JCT Intermediate Building Contract with contractor's design 2016 (ICD 2016) edition as issued by the Joint Contracts Tribunal and as amended by the Employer wheresoever noted below.

The clauses are listed below and the Contractor is referred to the Standard Form for the full intent and meaning of each clause and is to allow here any sums which he considers necessary to cover his liabilities and to carry out the obligations implied therein.

Articles of Agreement

Recitals

Articles

Contract Particulars

Attestation

Conditions

Section 1. Definitions and Interpretation

Section 2. Carrying out the works

Section 3. Control of the Works

Section 4. Payment

Section 5. Variations

Section 6. Injury, Damage and Insurance

Section 7. Assignment, Performance Bonds and Guarantees and Collateral Warranties

Section 8 Termination.

Section 9 Settlement of Disputes

Schedules

Schedule 1. Insurance Options

Schedule 2. Named Sub-Contractors

Schedule 3. Forms of Bonds

Schedule 4. Fluctuations – Contribution, levy and tax fluctuations

Schedule 5. Supplemental Provisions

Schedule 6. Design Submission Procedure

5.2 Contractor Design Portion

The form of contract will be the JCT Intermediate Building Contract with contractor's design portion. The contractor design elements are;

- Structural engineering and structural alterations,
- Below ground drainage,
- Mechanical & Electrical design,

Guidance Notes

The Recitals and Articles will be amended as follows:

JCT ICD 2016			
Page	Clause etc.	Action	Details
2	First Recital	Add	<i>Refurbishment of numbers 26 -28 Mayfield Road & a portion of 14 – 16 St James Terrace, collectively known as Action Homeless, Mayfield House, Leicester.</i>
		Delete	<i>'...bills of quantities or a specification or...'</i>
2	Second Recital	Add	<i>Mechanical and electrical installations, structural alterations & design,</i>
2	Third Recital	Add	<i>'drawings identified in the "Drawing Issue Register".</i>
2	Fourth Recital	Delete	<i>'the bills of quantities' and 'the specification'.</i>
		Add	<i>'drawings identified in the 'Drawing Issue Register'.</i>
3	Fifth Recital	Delete	<i>'(A) priced the Bills of Quantities/Specification (as priced, 'the Priced Document'), the total of such pricing being the Contract Sum stated in Article 2 ('Pricing Option A')</i>
		Delete	<i>'and has provided the Employer with the priced schedule of activities annexed to this Contract ('the Activity Schedule)'.</i>
3	Sixth Recital	None	---
3	Seventh Recital	None	---
3	Eighth Recital	None	---
3	Ninth Recital	Delete	Delete entirely
3	Tenth Recital	None	---
4	Eleventh Recital	Delete	Delete entirely
4	Twelfth Recital	None	---
4	Thirteenth Recital	None	---

JCT ICD 2016			
Page	Clause etc.	Action	Details
5	Article 1	None	---
5	Article 2	Add	(insert Contract Sum in words and figures)
5	Article 3	Add	BRP Architects
5	Article 4	Add	BRP Architects
6	Article 5	Add	(insert name and address of Principal Designer if different to that included in Article 3 above)
6	Article 6	Add	(insert name and address of Principal Contractor)
6	Article 7	Delete	Delete entirely
6	Article 8	None	---
7	Article 9	None	---

The Contract Particulars will be completed as follows:

Page	Clause etc.	Action	Details
8	Fourth Recital		(insert Employer's requirements as appropriate)
8	Sixth Recital		(insert Contractor's Proposals as appropriate)
8	Sixth Recital		(insert CDP Analysis as appropriate)
8	Eighth Recital and Clause 4.6	Delete	'is a 'contractor' ' (so as to read:- ' Employer at the Base Date is not a 'contractor' for the purposes of the CIS ')
8	Tenth Recital	Delete	'is not ' (so as to read:- ' the project is notifiable ')
8	Eleventh Recital	Delete	Delete entirely
9	Twelfth Recital	Delete	Delete entirely
9	Thirteenth Recital and Schedule 5		
	Collaborative working	Delete	' does not apply ' (so as to read:- ' Supplemental Provision 1 applies ')
	Health & Safety	Delete	' does not apply ' (so as to read:- ' Supplemental Provision 2 applies ')
	Cost Savings ...etc	Delete	' does not apply ' (so as to read:- ' Supplemental Provision 3 applies ')
	Sustainable development ...etc.	Delete	' does not apply ' (so as to read:- ' Supplemental Provision 4 applies ')
	Performance indicators ...etc	Delete	' applies ' (so as to read:- ' Supplemental Provision 5 does not apply ')
	Notification ...etc	Delete	' does not apply ' (so as to read:- ' Supplemental Provision 6 applies ')
	Where Supplemental... etc		(insert Employer's nominee & Contractor's nominee as appropriate)
9	Article 8	Delete	' do not apply ' (so as to read:- ' Article B & clauses 9.3 to 9.8 ... apply ')
10	1.1 (Base Date)	Add	(insert Base Date)
	1.1 (BIM Protocol etc)	Delete	Delete entirely
	1.1 (Date for Completion)	Add	(insert Date for completion)
		Delete	Delete all reference to Sections.
10	1.7	Add	(insert Addresses for service of notices, if appropriate)
10	2.4	Add	(insert Date of Possession)
		Delete	Delete all reference to Sections.
11	2.5 (Deferment of Possession)	Delete	' applies ' (so as to read:- ' Clause 2.5 does not apply ')
	2.5 (Sections ...)	Delete	' applies ' (so as to read:- ' Clause 2.5 does not apply ')
11	2.23.2	Add	£5731.00 per week.
		Delete	Delete all reference to Sections.
11	2.29 (Section Sums)	Delete	Delete all reference to Sections.
11	2.30 (Rectification Period)	Add	TWELVE (months)
		Delete	Delete all reference to Sections.
11	2.34.3	Add	(insert £s Contractor's Designed Portionetc)

Page	Clause etc.	Action	Details
12	4.3 and 4.9 (Fluctuations Provision...) (Percentage Addition ...)	Delete Delete Delete	<i>‘ Schedule 4 (Contribution, levy and tax fluctuations) applies ‘</i> <i>‘ the following Fluctuations Provision applies ‘</i> (so as to read:- <i>‘ no Fluctuations Provision applies</i>) <i>‘ _____ per cent ‘</i>
12	4.7 (Advance Payment)	Delete	Delete entirely
12	4.7 (Advance Payment Bond)	Delete	<i>‘ is ‘</i> (so as to read:- <i>‘ an advance payment bond is not required</i>)
12	4.8.1 (Interim Payments)	Add	(insert Date of First Interim Valuation)
13	4.9.1 (Where the Works ... have NOT achieved Practical Completion) (Where the Works ... HAVE achieved Practical Completion)	Add Add	95% 97.5%
13	4.10.4 (Listed items)	Delete	Delete entirely
13	4.10.5 (Listed items)	Delete	Delete entirely
13	6.4.1 (Contractors PL Ins)	Add	£ 5,000,000 (Five Million Pounds)
13	6.5.1 (Insurance ...)	Delete	<i>‘ may be required ‘</i> (so as to read:- <i>‘ insurance is not required</i>)
14	6.7 and Schedule 1 (Percentage to cover Professional Fees...) (Where insurance Option A applies...) (Where insurance Option C applies...)	Delete Add Delete Add	<i>‘ insurance Option A applies ‘</i> <i>‘ insurance Option B applies ‘</i> (so as to read:- <i>‘ Schedule 1: Insurance Option C applies</i>) <i>15 % (fifteen)</i> Delete entirely <i>(insert date of annual renewal)</i>
14	6.10 and Schedule 1	Delete	Delete entirely
15	6.15 (Joint Fire Code)		Select alternative from either The Joint Fire code applies / does not apply If ‘applies’ is selected above, state whether the Works is a ‘Large Project’ Yes / No
15	6.18	Delete	<i>‘ the Employer ‘</i>
15	6.19 (Level of Cover) (PII for CDP) (Pollution/Contamination) (Expiry Period)	Delete Add	<i>‘ is the aggregate amount for any one period of insurance ‘</i> <i>‘ £ 5 million ‘ (Five Million)</i> state whether required and sub-limit of indemnity 12 years

Page	Clause etc.	Action	Details
16	7.21 (Performance Bond)	Add	<i>‘ is not required ‘</i>
16	7.22 (Guarantee from Contractor's Parent Company)	Delete	<i>‘ is not required’</i>
		Add	(insert name and reg. no. of parent company)
		Add	(insert the location where the required form of the guarantee is set out)
17	7.3 (Collateral Warranties)		(insert details, if appropriate) All sub-contractors with design input e.g. Structural Engineer, M&E Designer.
17	8.9.2 (Period of Suspension)		<i>(if none is stated, the period is 2 months)</i>
17	8.11.1.1 to 8.11.1.5 (Period of Suspension)		<i>(if none is stated, the period is 2 months)</i>
17	9.2.1 (Adjudication)	Delete	<i>‘ The Royal Institution of Chartered Surveyors ‘ and ‘ constructionadjudicators.com ‘ and ‘ Association of Independent Construction Adjudicators ‘ and ‘ Chartered Institute of Arbitrators ‘</i> (leaving just the ‘Royal Institute of British Architects’)
17	9.4.1 (Arbitration)	Delete	<i>‘ The Royal Institution of Chartered Surveyors ‘ and ‘Chartered Institute of Arbitrators ‘</i> (leaving just the ‘Royal Institute of British Architects’)

5.3 Insurances, notices, fees and charges

The Contractor is referred to the Conditions of Contract for reference to his insurance obligations contained therein, together with those required on behalf of the Employer. All insurances must be proven to be in place prior to and for the duration of the contract.

No structural work is to be commenced on the Site until the Contractor has received a letter from the Architect confirming that he is satisfied with the insurance arrangements in accordance with the Contract clauses. The Contractor will comply with all statutory notice requirements and will give the Architect seven clear days notice in writing before executing any work likely to affect adjacent and/or abutting properties and regardless assume all responsibility for any damage caused by or arising from the execution of the works.

The Contractor is referred to the Conditions of Contract for reference to statutory authority or the like any other mandatory fees and charges; he is required to include here for all costs involved, if not allowed for previously. He will not, however, be required to pay the Local Authority planning and inspection charges, which will remain the responsibility of the Employer.

The Contractor will be responsible for and will indemnify the Employer against all charges and taxes imposed by Statute and which become legally due during or as a result of the contract, subject to any date of promulgation and the tender Base Date. The Contractor will keep all necessary records and accounts and pay all dues; such costs will be deemed included in the Contractor's tender pricing of the Works.

5.4 Finance No. 2 Act (1975): Housing Grants, Construction and Regeneration Act 1996

The Contractor will note he must comply with the above acts and may be required to prove compliance to the Employer at any time during the course of the Contract.

5.5 Statutory enactments and EEC/EU requirements

Allow for complying with all current statutory enactments and EEC/EU requirements affecting these Works.

6 EMPLOYERS REQUIREMENTS

6.1 Tender Particulars

The employer will not incur any liability in respect of the Tenders submitted and will be at liberty to reject the whole or any of all of the tenders or to accept anyone, or any agreed modification of any one, as he may desire. No tenders received after the fixed date will be considered.

In case of any discrepancy, ambiguity or query arising from the tender documents and/or the site conditions, the Contractor must make full enquiry with the Architect prior to submitting his tender. Failure to comply with this instruction will not form the basis of any subsequent claim.

The tender must be prepared at the Contractor's own cost and be submitted by the due time and on the form provided without any qualifications. The tender form must be signed by the Contractor or by a declared Agent acting on his behalf and the whole of the requirements as set forth on the form must be complied with or the tender cannot be accepted. At the same time as submitting his tender the Contractor will include all additional statements as required by the tender documentation.

A fully priced analysis of costs the total thereof agreeing with the Tender amount, together with an outline programme, shall be submitted to the Architect within 4 days of being so requested. It is necessary that the priced document is delivered with the tender in order that the overall programme may be adhered to.

The Contractor must submit his tender on a firm price basis. All items must be priced and are deemed to have been priced. The use of provisional sums to price items will not be acceptable as it does not allow a fair comparison of tenders.

6.2 Schedules of Work

These Documents must be read in conjunction with the Tender Drawings and documentation as set out under '2 Drawings'. The Contractor shall ensure that all items necessary for the full and proper execution of the Work are included in his tender. Unless specifically noted otherwise, each work item shall be deemed to include for all labour, materials and plant necessary for completing that item as described or implied therein. All items are to be supplied and fixed complete using new materials unless stated otherwise.

An opportunity is given at the end of each section for the Contractor to include for any item not specifically identified therein, but necessary for the proper execution of the works, whether or not detailed on the drawings but which could reasonably be inferred as being necessary therefrom.

The drawings and documents are to be interpreted as being complementary to each other, and anything that is shown on the drawings but is not specifically mentioned in the documents and vice versa is to be included for as though it had been fully illustrated and described. In the event of any variations between dimensions either in these drawings or documents and the contractors' measurements, these must be conveyed to the Architect who will inform all contractors in writing of any variations prior to the date by which tenders are returned.

No claim will be entertained on the grounds of insufficient description or misunderstanding of the terms included in the documents where reference to the drawings or a visit to the site would make this clear, or where clarification has not been sought from the architect.

6.3 Definitions

The term 'the Works' will mean the whole of the works envisaged by this Contract including areas of alteration within existing buildings or works outside the curtilage of the site and, unless expressly stated otherwise, goods supplied by the Employer, the work of all sub-contractors, suppliers, local authorities and statutory undertakings.

Throughout these documents the word Architect will be deemed to include his authorised representative.

Where the terms 'approved', 'directed', 'selected', or 'required' appear in these documents they will mean approval, direction, selection or requirement of the Architect.

The following specific terms and expressions may also occur within these documents:

"Allow" means that costs of the items is at the risk of the Contractor, in addition to and without prejudice to his general obligations.

"As necessary" means the Contractor will allow for the full extent of all works necessary for the approved and proper completion of the relevant item described therein.

"Prime cost" where included for the supply of materials will mean the net cost after all trade, cash and other discounts.

"Ease" means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds and make good as necessary.

"To match existing" means use products, materials and methods to closely match all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible all to approval and to additional specified requirements.

"Remove", "strip out" or "take out" means remove existing work so described and all associated accessories, fastenings, linings and bedding materials, without damaging adjacent work to be retained, and make good.

'Form' or 'cut' openings etc. includes remove as necessary.

"Re-fix" or "set aside for "re-use" means:

- i) carefully remove existing work required to be refixed.
- ii) remove fastenings and bedding materials from
- iii) products/materials and clean and repair as necessary
- iv) set aside and adequately protect until required
- v) re-locate accurately and fix securely as specified
- vi) comply with additional specified requirements.

"Make good" means carry out local remedial work, including the following as appropriate and necessary to leave the work sound and neat to approval:

- i) remove defective parts of existing finishes and components and around any stated features.
- ii) fill, dress down, piece-in, patch, extend existing finishes, make minor repairs and adjustments.
- iii) re-fix or re-stick
- iv) re-decorate

"Making out" implies larger areas of "making good".

“Renew” or “replace” means carefully removing existing work and replacing:

- i) with materials/products similar in appearance to those removed but in accordance with this specification.
- ii) using methods similar to those used in constructing the new works or approved alternative.
- iii) to meet additional specified requirements.

“Fix only” means all labours in receiving, unloading, handling, storing and fixing in position, including use of all plant, and the provision of fixing materials, but excluding the supply of the basic material.

The Contractor will allow for all necessary labour, materials and plant required where fixing to the structure through applied finishings or linings.

6.4 Programme of Operations

Before taking possession of the site, the Contractor shall furnish to the Architect, for his further comment and information and in a form approved by him, three paper copies or one digital copy of a detailed programme in which is set forth the sequence of all operations (including those of sub-contractors) and the time limits within which the Contractor proposes that each operation shall be commenced and completed, including full completion and commissioning of all engineering works within the contract period. The schedule shall be in such form as to enable the programme and sequence of work to be compared with the actual progress of the Works.

The Contractor will be required to generally execute and complete the Works in such order or sections as may be required by the Architect, which will be agreed at the initial pre-site meeting of all parties concerned. The Employer reserves the right to take over any part of the completed works before final completion by prior agreement (see ‘Programme/Phasing’).

The agreed programme may be varied with the consent of the Architect but the responsibility for completion within the times stated shall remain with the Contractor. A copy of the agreed programme shall be kept upon the Works. It will be the Contractor’s responsibility to ensure that this copy is kept up-to-date with agreed amendments or alterations to indicate thereon the progress of the Works.

The Contractor’s attention is drawn to the required completion date(s) and he must ensure that the works are complete by this date. He is required to give early notice of any possible future delays or additional works having a cost significance that can be foreseen in the event that the Architect may be able to take avoiding action.

6.5 Certificates and Payments

The Contractor will be required to submit details in support of applications for payment and shall allow for any expense incurred in preparing these and for being represented at valuations and at the measurement of variations. The Contractor shall also provide detailed invoices from specialist sub-contractors and suppliers, in support of any sum claimed on their account, together with receipted invoices for any amounts included in previous certificates.

6.6 Materials, Goods and Workmanship to conform to description, testing and inspection

All materials (unless otherwise specified) will be new and the best of their respective kinds from an approved manufacturer and will comply with the latest relevant British or European Standard. The word 'best' will be considered in its literal sense notwithstanding any trade custom to the contrary. No names or trademarks will be allowed on any visible building material fixed in the work.

All workmanship will be of the highest possible standard, and will comply with the latest relevant British Standard BS 8000 as a minimum, or any such EU standard that may prevail subject to the overriding requirements of the Architect.

All work, if not specified otherwise, will be constructed, as a minimum, to the requirements of all latest relevant Building Regulations.

The insertion of the name of any firm in these Documents or on the Drawings is for the purpose of establishing a class or quality of materials or workmanship and unless specifically stated to the contrary such goods or workmanship may be obtained from any other firm of equal quality and repute subject to the prior written approval of the Architect. In all cases, such firm or firms will not be held to a "Nominated/Named Supplier" or "Nominated/Named Sub-Contractor" under the Contract conditions. All materials specified will be used and fixed strictly in accordance with the manufacturer's instructions, or where no such instructions exist, then in accordance with the best recommended trade practice. The Contractor will bring any discrepancy between the working drawings and the requirements of manufacturers of any goods to be incorporated into the work, to the immediate attention of the Architect.

No materials will be ordered before applying to and receiving from the Architect full particulars and details thereof as no claim will be allowed for variation should the Contractor have wrongly assumed requirements. The Contractor must take the necessary particulars from the working drawings supplied (do not scale) and/or from the relevant technical or trade information, and not from these Documents. Working sizes must be taken from the Building or Site.

When requested, the Contractor will allow for providing samples of materials for approval of the Architect. All materials will be delivered to the site sufficiently in advance to allow samples and tests to be made. No materials will be used until approved.

6.7 Pricing

Where items refer to drawings for relevant information the Contractor will include for all associated work shown on the drawings in his pricing whether or not specifically referred to in the item description.

In case of doubt or possible inadequate or incorrect information, the Contractor shall contact the Architect in good time to confirm precise requirements.

6.8 Levels and Setting out of the works

The Contractor will check or agree with all existing details, dimensions and levels shown on the drawings and will give written notice to the Architect if he is not satisfied with their accuracy before plant is placed on the site or works are commenced.

The Contractor will provide all necessary instruments and labour required by the architect for checking the setting out of the Works and will include in his tender for all costs involved therewith.

6.9 Existing Services

The Contractor will establish the positions of, protect, uphold and maintain all pipes, ducts, sewers, service mains, overhead cables etc. during the execution of the works. In the event of damage the Contractor will immediately inform the Architect and make good any damage due to any cause within his control at his expense and pay all costs and charges in connection therewith. Where it is necessary to interrupt any such mains or services for the purpose of making either temporary or permanent connections thereto or disconnections therefrom, prior written permission will be obtained from the Architect and, where appropriate, from the Local Authority, public undertaking and other affected parties and the duration of any interruption will be kept to a minimum.

6.10 Protection and Security

Protect the whole of the Works, unfixed materials and plant, including those of sub-contractors, against damage and theft. The Contractor will be required to reinstate all works so affected, as his own expense. Protect all areas, trees, shrubs, etc. designated for protection by the Architect when drawing up the Schedule of Conditions on the area surrounding the site. The Contractor will be held responsible for any damage caused and will make good and reinstate at his own expense.

Prevent damage to existing property undergoing alteration and make good to match existing any defects so caused; remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum. Protect building interiors exposed to weather during the course of alteration work with temporary enclosures or sufficient size to permit execution of the work and which will remain weathertight in severe weather. Prevent damage to any furniture, fittings or equipment left in the existing property; move as necessary to enable the Works to be executed, cover and protect as necessary and replace in original positions.

Provide temporary watching, lighting and barriers for the protection of the work and the safety of the public for the duration of the Contract. Where windows, doors and walls have been removed, openings should be kept secure at all times when not attended.

The Contractor will be held responsible for maintaining security to the site of the works and any Existing Buildings where being altered, to the satisfaction of the Architect and the Employer.

It is a requirement of the Employer and Design Team that the site is kept tidy at all times — all waste materials to be removed immediately, all new materials to be carefully and neatly stacked and protected, the site to be kept clear of all mud etc. and temporary access routes provided and kept clean at all times.

6.11 Control of noise, pollution and other statutory obligations

All measures will be taken to ensure that noise, dust and fumes arising from site operations is kept to a minimum and the Contractor's attention is drawn to all current statutory limitations and regulations, and any subsequent amendments thereto, relating to the above, particularly the Control of Pollution Act 1974 (Sections 60 & 61) and to the relevant British Standard Code of Practice No. 5228 for Noise Control on Construction and Demolition Sites, and any amendments thereto or other legislation and guideline publications that may be applicable. Noise levels from the works are to be kept below 65 dB (A) when measured from immediately adjacent areas. In particular, compressors and pneumatic percussive tools will be fitted with effective silencers and acoustic covers, all to the design of the tool manufacturers.

6.11 Control of noise, pollution and other statutory obligations / cont.

6.12 Working involving asbestos on site

Report immediately to the Architect any suspected asbestos based materials discovered during demolition work. Avoid disturbing such materials and agree with the Architect methods for safe removal or encapsulation.

The removal, repair or disturbance of any material containing asbestos must be carried out strictly in accordance with the following statutory measures:- Asbestos regulations 1969, The Deposit of Poisonous Waste Act 1972, Health and Safety at Work etc Act 1974, Control of Pollution Acts 1974, 1980 and 1981 Asbestos (Licencing) Regulations 1983, Control of Asbestos at work Regulation 1987, and any amendments thereto or other legislation and guidance publications that may be applicable.

Contractors and Sub-Contractors are responsible for the safety, health and welfare of their own employees. The Employer will, however, particularly insist on compliance with the legislation listed above and the Control and Safety Guides issued by the Asbestos Research Council, where members of the public are at risk.

Attention is also drawn in particular to the requirements of the aforementioned Regulations that all operations are to be carried out by a licenced contractor and that 28 days notice, or such shorter period as may be agreed is to be given to the relevant Enforcement Authority, whatever type of asbestos is involved.

If in doubt about the identity of the relevant Enforcement Authority the Contractor should contact the Local Health and Safety Executive Office controlling the area where this project is situated.

6.13 Existing Site

The Contractor's particular attention is drawn to the continuing usage of units 6 – 12 St James Terrace and it must allow for working with and around adjacent occupiers keeping a clear tidy and secure site.

6.14 Behaviour on site

The Contractor's particular attention is drawn to these further requirements of the Employer and the highest standards of behaviour and respect are required during the contract from all operatives on site:

- Smoking will not be allowed within or around the site.
- Radios will not be allowed within or around the site.
- Alcoholic drinks will not be allowed at all on the site.
- Food and beverages shall not be consumed on the site of the operations.
- Operatives must use the sanitary accommodation provided and not foul the building works,
- Dogs and other pets will not be allowed on site.
- Any form of drug abuse, supply or trading of illicit drugs, is to be reported immediately to the police and the persons involved must be removed from the site.
- Noisy behaviour and swearing are wholly unacceptable within or around the site.
- The Contractor will be responsible for ensuring that operatives remain clothed in a safe, suitable and acceptable manner throughout their attendance on site so as not to cause offence or embarrassment to the building occupiers, visitors or passers by.

6.15 Working hours

The contractor's working hours are not restricted by the Employer. The Contractor must allow in his tender for all additional costs of operating in excess of normal working hours as he may deem necessary in order to meet the contract completion date but all such working on site must be with the written consent of the Architect.

Should the nature of the work make it necessary for the Contractor to work overtime in order to carry out works without inconvenience to the Employer, then he should allow in his tender for such overtime.

6.16 Deleterious Materials

The Contractor will take all necessary precautions to prevent any deleterious materials from incorporation into the building fabric, and is referred to and must warrant that he has used materials complying with the Ove Arup publication "Good Practice in the Selection of Construction Materials".

The Contractor shall also take account of any substance at the time of use which is generally known in the industry to be a potential health hazard.

6.17 Order of the Works/Phasing

The Contractor will be required to generally execute and complete the Works in such order or sections as required by the Architect which will be confirmed at the initial pre-site meeting of all parties concerned. The Employer reserves the right to take over any part of the completed works prior to final completion by prior agreement.

It is envisaged that additional 'out of hours/weekend' work may be required in certain areas and the Contractor will make due allowance in his tender. The Contractor shall make due allowance in his tender for all necessary labour costs in order to meet the contract programme and in order to maintain the facilities required by the Employer.

6.18 Stability of the Works

The Contractor will ensure the stability of the works and the existing structures at all times, with particular regard to the erection sequence and temporary condition of the various elements of construction where different from the final design condition. Provide and maintain temporary supports as necessary in all unfinished work.

The Contractor will provide and maintain during the execution of the works all shoring, strutting, needling and other supports, and will take all other precautions or adopt such other expedients as may be necessary to preserve the stability of the building, whether new or existing, the subject of this Contract, and all other property including that of adjoining owners that may in any way be endangered or affected by the work required to be executed under this contract.

The Contractor will also protect all the same against damage and/or settlement, and no part of these protective measures will be taken down or removed until all risk and/or settlement to the buildings has passed. The work is to be executed by the contractor in such portions as will minimise risk as far as possible.

6.19 Maintenance instructions, guarantees and the like

Allow for, obtain and hand over to the Employer at practical completion, all 'as-fixed' drawings, all maintenance and operating instructions provided by manufacturers, suppliers or sub-contractors, and all test certificates or other approvals as may be demanded by Local Authorities and Statutory Undertakings.

6.20 Services Installations

As fixed drawings, maintenance/operating instructions, commissioning manuals together with a schedule of parts suppliers' names and addresses and manufacturing details will be required in particular for the following at practical completion:

Electrical engineering installations

Mechanical engineering installations

6.21 Incoming and existing site area

Attached as part of the documentation is a series of documents outlining any existing service locations including those which have been confirmed to be terminated. Along with this documentation an existing site survey has been undertaken to identify any underground services and again is attached to the tender documentation. Notwithstanding this information, the Contractor is to proceed with care when excavating on site.

7 CONTRACTORS GENERAL COST ITEMS

7.1 Generally

The following items, which are implicit in the contract and as such are at the discretion and risk of the Contractor, are included for convenience in pricing. Maintaining temporary works, adapting, clearing away and making good will be deemed to be included with the items. Notices and fees to local authorities and public undertakings related to the items will be deemed to be included with the item. The Contractor will comply with all specific regulations noted herein and also any current amendments thereto, in conjunction with all EU requirements and regulations as and when they become applicable:

- Labour and materials
- Plant, tools and vehicles
- Scaffolding
- Transport for materials and work people
- Water, lighting and power supplies
- Temporary road, hardstandings, crossings, etc.
- Safety, health and welfare of work people
- Health and Safety Executive requirements and recommendations
- All costs arising from the employment of work people
- Local Authority fees and charges including Building Regulation fees
- All current statutory obligations related to the above or required by law
- All items necessary for the full and proper execution of the works.

7.2 Site administration

Provide all on and off-site management costs.

The 'competent person-in-charge' of the Works on site, will be a suitably qualified site manager experienced in this type of work approved after interview by the Architect and will not be removed or changed during the duration of the Contract without the consent of the Architect. Such person will be present on site when any of the Contractor's or Sub-Contractors labour are working on site.

Allow for, and arrange when required, a competent surveyor to co-operate in any measuring which may be necessary, and in connection with the preparation of valuations and of the final account, and allow for providing all necessary labour, equipment, etc. which may be required, and for affording access to every part of the works.

7.3 Sub-letting and Specialist Works

It is the Contractor's responsibility to ensure that all Suppliers and Domestic or Specialist Sub-Contractors are in possession of the full contractual 'preliminaries' details of this document together with the relevant drawings, specifications and other documentation when tendering and on site and he will be expected to enter into the relevant form of sub-contract.

Should the Contractor desire to sub-let any portion of the Works or use alternative manufacturers of specified goods and materials, he will obtain the Architect's written approval of his wish to do so within fourteen days of the acceptance of his tender, indicating the names of the Sub-Contractors and Suppliers whom the Contractor proposes to employ and the nature of the works.

7.3 Sub-letting and Specialist Works / Cont.

The Contractor must include for all general attendances defined below, and for all special attendance (e.g. hard access, unloading, storing, distributing, hoisting, placing in position, providing power, providing special scaffolding, etc.) which the Sub-Contractor may require, including 'out of hours' attendance and supervision.

General attendance will be deemed to include the following:

- i) supervising and co-ordinating all sub-contract work, including site supervision at all times;
- ii) obtaining full particulars from Sub-Contractors in respect of marking the positions of holes, mortices, chases and the like in structures;
- iii) ascertaining accurate details of all other builder's work in connection with such specialist works and checking these with the Architect's drawings before commencing work on site;
- iv) obtaining full particulars of any special conditions imposed by a Sub-Contractors Trade Association and complying with such conditions when not opposed to this contract and when reasonably practicable;
- v) The use of the Contractor's pavings and paths, standing scaffolding, standing power operated hoisting plant, the provision of temporary lighting and water supplies, clearing away rubbish, provision of space for the sub-contractor's own offices and the storage of his plant and materials and the use of messrooms, sanitary accommodation and welfare facilities provided by the Contractor.

The Contractor will be held responsible for any Sub-Contractor or Supplier he is allowed to employ and will be required to settle accounts with them himself as they will not be acknowledged at the final settlement even though for convenience, measurements may be taken with them at the discretion of the Architect.

7.4 Water for the Works

Mains water is available, and the Contractor may make use of this supply. Meter readings are not required by the employer.

Execute all temporary plumbing installations in accordance with the best trade practice using copper pipe and fittings complying with the current relevant British Standards. The Contractor will be responsible for all maintenance and security of the complete temporary installation.

7.5 Lighting and power for the works

Mains electricity is available, and the Contractor may make use of this supply. Meter readings are not required by the employer.

All portable lighting, lamps and hand-held power tools will be supplied with electricity at not more than 110 volts single phase through a double wound transformer with an earthed centre tap for the secondary wiring. Welding equipment will not be allowed on site.

All temporary electrical installations will be in accordance with any orders or regulations in force under any Act of Parliament and will comply with the relevant B.S and C.P for Distribution units and Distribution of Electricity on Construction and Building Sites, the latest regulations of the Institution of Electrical Engineers, and will be to the approval of the Architect. A main isolator will be installed at

the temporary connection. The Contractor will be responsible for all maintenance and security of the complete temporary installation.

7.6 Removing Rubbish

Allow for removing rubbish and debris from the site both as it accumulates from day to day and at completion.

The Contractor will ensure that no liquid waste or otherwise is allowed into the public or private drainage systems. Any blockage or damage caused thereto will be rectified at the Contractor's expense.

7.7 Damage

The Contractor will keep the works free from storm and surface water.

The Contractor will allow for and take all reasonable precautions to prevent damage to existing property and contents undergoing alterations and extension.

7.8 Work at completion

The Contractor will allow for and make good all damage consequent upon the Works. The Contractor will remove all temporary markings, unless directed otherwise and clean the Works thoroughly inside and out, removing all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon execution of the Works. The Contractor will touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges and repaint badly marked areas back to suitable breaks or junctions, including adjusting, easing and lubricating moving parts of new work as necessary to ensure easy operation, including doors, windows, drawers, ironmongery, appliances and controls.

Allow for removing protective coverings, finally cleaning the works internally and externally, including any existing glazing, and leave the whole of the Works clean to the satisfaction of the Architect.

8 **PROVISIONAL WORK**

8.1 Provisional Sums and Provisional Items

Where sums, items or quantities are indicated as 'provisional' in this document they may be expended at the discretion of the Architect and will in any case be adjusted for the purpose of the final account.

In the case of provisional items or quantities these must be considered in isolation from other like items for the purpose of pricing the documents. However, the Contractor should anticipate that, all such provisional items and quantities will be expended during the course of the contract, and the Contractor will make due allowance in programming, planning and pricing all relevant preliminary items in connection therewith and to have included all profit and overhead additional and the like with the relevant item when submitting his tender.

8.2 Dayworks

It is not anticipated that dayworks will be required, but if deemed necessary the Contractor will obtain the Architect's approval and give him reasonable notice of the commencement of any work thus ordered to be executed by daywork.

9 **CONTINGENCIES**

