

# JCT ICD 2016 INTERMEDIATE BUILDING CONTRACT WITH CONTRACTORS DESIGN 2016

## CONTRACT PRELIMINARIES

**PROPOSALS FOR THE REDEVELOPMENT OF THE COMMERCIAL UNITS  
ON LAND ADJACENT TO,  
AND FORMERLY KNOWN AS,  
GLEN VIEW,  
TRISPEN,  
TRURO,  
TR4 9AU**

Client: ASSENTECH SALES LIMITED

Project/Contract: REDEVELOPMENT OF THE COMMERCIAL UNITS  
ON LAND ADJACENT TO, AND FORMERLY KNOWN AS, GLEN VIEW,  
TRISPEN,  
TRURO,  
TR4 9AU

Document Reference: **23064.505 Rev C**  
(Refer overleaf for details of revisions)

DOC STATUS: **RIBA PoW 2020 STAGE 4 TECHNICAL DESIGN  
(BUILDING REGULATIONS)**

### BRIEF PROJECT DESCRIPTION

The renovation and refitting of an existing commercial premises and with associated (localised) external works (hard and soft landscaping).

## REVISIONS

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| REV | DATE       | ITEM      | DESCRIPTION   |
|-----|------------|-----------|---|
| A   | 03.06.2024 | A10 & A11 | Updates to project directory and drawing registers. |
| B   | 04.06.2024 | A11       | MEP performance spec references updated.            |
| C   | 05.06.2024 | A11       | Document revisions updated.                         |

## PROJECT DIRECTORY

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### CLIENT

|                         |                    |  |
|-------------------------|--------------------|--|
| Assentech Sales Limited | Client – Ewart Cox | T: 01726 844707<br>M:<br>E: <a href="mailto:Ewart@assentech.co.uk">Ewart@assentech.co.uk</a> |
|                         | Kim Kilty          | E: <a href="mailto:kim.kilty@assentech.co.uk">kim.kilty@assentech.co.uk</a>                  |
|                         | Art Newlin         | E: <a href="mailto:art.newlin@assentech.co.uk">art.newlin@assentech.co.uk</a>                |

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### ARCHITECT

|  |  |  |
|--|--|--|
| Lilly Lewarne Practice,<br>No.1 Victoria Wharf,<br>Malpas Road,<br>Truro,<br>TR1 1QH | James Moran - Director                 | T: 01872 261000<br>E: <a href="mailto:jamesM@lillylewarne.co.uk">jamesM@lillylewarne.co.uk</a>     |
|  | Patrick Clark –<br>Associate Architect | T: 01872 261000<br>E: <a href="mailto:patrickC@lillylewarne.co.uk">patrickC@lillylewarne.co.uk</a> |

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### STRUCTURAL ENGINEER

|  |   |  |
|--|---|--|
| MBA Consulting,<br>Boscawen House,<br>Chapel Hill,<br>Truro,<br>Cornwall | David Stanforth – Director<br>(Structures)  | T: 01872 260962<br>E: <a href="mailto:david.stanforth@mbatruro.co.uk">david.stanforth@mbatruro.co.uk</a>           |
|  | Mark Powell – Director<br>(Civils/Drainage) | T: 01872 260962<br>M: 07921805052<br>E: <a href="mailto:mark.powell@mbatruro.co.uk">mark.powell@mbatruro.co.uk</a> |

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### BUILDING SERVICES ENG

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### CDM PRINCIPAL DESIGNER

|   |  |   |
|---|--|---|
| Safety First (Cornwall)<br>Advent House<br>Station Approach<br>Victoria<br>St Austell<br>Cornwall<br>PL26 8LG | Dan Hunt<br>CertIOSH MIIRSM MIFPO<br>Health & Safety Advisor | T: 0330 133 0529<br>M: 07426198540<br>E: <a href="mailto:dan@safetyfirstcornwall.co.uk">dan@safetyfirstcornwall.co.uk</a> |
|---|--|---|

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### QUANTITY SURVEYOR

|  |                         |  |
|--|-------------------------|--|
| Pink Pebble Consulting,<br>Pool Innovation Centre,<br>Trevenson Road,<br>Pool, | Jo Godolphin - Director | T:<br>M: 07817 825585<br>E: <a href="mailto:Jo@pink-pebble.co.uk">Jo@pink-pebble.co.uk</a> |
|--|-------------------------|--|

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Cornwall,  
TR15 3PL

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**PRINCIPAL CONTRACTOR**

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**PLANNING**

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**BUILDING CONTROL**

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Stroma,  
Unit 2 Trevisson Park,  
Chiverton Cross,  
Blackwater,  
Truro,  
TR4 8UN.

Stuart Anderson MCABE  
Building Control Manager

T: 01872 561672  
M: 07861672799  
E: [stuart.anderson@stroma.com](mailto:stuart.anderson@stroma.com)

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**SBEM/EPC ASSESSOR**

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**ASBESTOS DEMOLITION  
SURVEY**

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Allium Environmental Ltd,  
Baldhu House, Wheal Jane  
Earth Science Park,  
Baldhu,  
Truro,  
TR3 6EH

Survey Reference Number:  
L-32449

T: 01872 276375  
E: [enquiries@allium.uk.net](mailto:enquiries@allium.uk.net)

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**ECOLOGY CONSULTANT**

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Spalding Associates  
10 Walsingham Place,  
Truro,  
TR1 2RP

Anna Tomlin BSc (Hons)  
Ecologist

T: 01872 272 711  
M:  
E: [anna@spaldingassociates.co.uk](mailto:anna@spaldingassociates.co.uk)

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**GEOTECHNICAL AND  
ENVIRONMENTAL  
CONSULTANT**

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Karn Geoservices  
9 Broad Street,  
Truro,  
Cornwall,  
TR1 1JD

Mike Austin – Business  
Development/Director

Lucy Quick

T: 07503 261502  
E: [Mike@karn-geo.co.uk](mailto:Mike@karn-geo.co.uk)

E: [Lucy@karn-geo.co.uk](mailto:Lucy@karn-geo.co.uk)

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**MINING SURVEY**

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**TOPOGRAPHIC SURVEYOR**

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Terget Geo Ltd.  
Unit 14,  
Warren Road,  
Indian Queens Trading  
Estate,  
St Columb,  
Cornwall,  
TR9 6TL

Joe Green

T: 01637 856211  
E: [office@targetgeo.co.uk](mailto:office@targetgeo.co.uk)

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**ARBORICULTURIST**

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Objective Tree Consultancy  
Boundis Farmhouse,  
Halvasso,  
Penryn,  
Cornwall,  
TR10 9BY

Oliver Bennett

T: 01326 567296  
E: [admin@objectivetreeconsultancy.co.uk](mailto:admin@objectivetreeconsultancy.co.uk)

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**DEMOLITION  
CONTRACTOR**

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**UTILITY PROVIDER -  
ELECTRICITY**

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Utility Provider -  
Western Power Distribution T:

Supplier - Account Reference - T:  
TBC TBC

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**UTILITY PROVIDER –  
WATER AND SEWERAGE**

Utility Provider -  
South West Water  
Peninsula House,  
Rydon Lane,  
Exeter,  
Devon  
EX2 7HR

Supplier - Account Reference - T:  
South West Water TBC

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**UTILITY PROVIDER –  
TELECOMS**

Utility Provider -  
Openreach

Supplier - Account Reference - T:  
TBC TBC

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**CLIENT DIRECT APPOINTED SOLAR PANELS  
SUPPLIERS**

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**CLIENT DIRECT APPOINTED SECURITY/CCTV  
SUPPLIERS**

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**SPECIFIED MC SUPPLIER**

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**SPECIFIED MC SUPPLIER**

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## **A10 PROJECT PARTICULARS**

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### **GENERALLY**

The Contractor must allow in their tender any sum they may consider necessary in respect of these Clauses by way of pricing the Clauses as required.

A fixed charge (F) is for work the cost of which is to be considered as independent of duration.

A time related charge (T/R) is for work the cost of which is to be considered as dependent on duration.

### **110 THE PROJECT**

- Name: Assentech Sales Limited, Trispen, Truro, TR4 9AU
- Nature: The renovation and refitting of an existing commercial premises and associated (localised) external works (hard and soft landscaping).
- Location: Land adjacent to, and formerly known as, Glen View, Trispen, Truro, TR4 9AU
- Length of contract: TBC – Principal Contractor's Construction Programme awaited.

### **120 EMPLOYER (CLIENT)**

The words employer/client shall mean:

- Name: Assentech Sales Limited
- Address: Gorran, St Austell, Cornwall, PL26 6LR
- Contact: Mr Kim Kilty
- Telephone: 01726 844707
- E-mail: kim.kilty@assentech.co.uk

### **130 PRINCIPAL CONTRACTOR (CDM)**

The words Principal Contractor (CDM) shall mean:

### **132 PRINCIPAL CONTRACTOR (SWMP)**

The words Principal Contractor (SWMP) shall mean:

As per paragraph 130 above.

### **140 ARCHITECT/CONTRACT ADMINISTRATOR**

The words Architect/Contract Administrator shall mean:

- Name: Lilly Lewarne Practice,
- Address: No.1 Victoria Wharf, Malpas Road, Truro, TR1 1QH
- Contact: Patrick Clark
- Telephone: 01872 261000
- E-mail: patrickC@lillylewarne.co.uk

Acting for and on behalf of the Employer, or such other as may be appointed.

Wherever the term "Architect/Contract Administrator" shall occur it shall be deemed to mean "Contract Administrator".

### **150 PRINCIPAL DESIGNER**

The words Principal Designer shall mean:

- Name: Safety First (Cornwall)



- Address: Advent House, Station Approach, Victoria, St Austell, Cornwall, PL26 8LG
- Contact: Mr Dan Hunt CertIOSH MIIRSM MIFPO
- Telephone: 07426198540
- E-mail: dan@safetyfirstcornwall.co.uk

Acting for and on behalf of the Employer, or such other as may be appointed.

#### **160 QUANTITY SURVEYOR**

The words Quantity Surveyor shall mean:

- Name: Pink Pebble Consulting Ltd
- Address: Pool Innovation Centre, Trevenson Road, Pool, Cornwall, TR15 3PL.
- Contact: Joanna Godolphin.
- Telephone: 07817 825585.
- E-mail: jo@pink-pebble.co.uk.
- 

Acting for and on behalf of the Employer, or such other as may be appointed.

#### **170 STRUCTURAL AND CIVIL ENGINEER**

The words Structural Engineer shall mean:

- Name: MBA Consulting Ltd
- Address: Boscawen House, Chapel Hill, Truro, Cornwall, TR1 3BN.
- Contact: David Stanforth
- Telephone: 01872 260962
- E-mail: david.stanforth@mbatruro.co.uk

Acting for and on behalf of the Employer, or such other as may be appointed.

#### **180 BUILDING SERVICES ENGINEER**

The words Building Services Engineer shall mean:

Acting for and on behalf of the Employer, or such other as may be appointed.

#### **END OF SECTION A10**

## **A11 TENDER AND CONTRACT DOCUMENTS**

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### **110 TENDER DRAWINGS**

- The tender/pricing drawings are:

#### **Architectural - Lilly Lewarne Architects**

Reference:

23064.4.001 - Site Location Plans as Existing  
23064.4.002 - Site Block Plan/Survey as Existing  
23064.4.003 - Floor and Roof Plans as Existing  
23064.4.004 - Elevations as Existing  
23064.4.010 - Ground Demolition Floor Plan as Proposed  
23064.4.011 - First Floor Demolition Plan as Proposed  
23064.4.012 - Roof Demolition Plan as Proposed  
23064.4.013 - Elevations Demolitions as Proposed Sheet 1  
23064.4.014A - Elevations Demolitions as Proposed Sheet 2  
23064.4.020 - Site Block Plan as Proposed  
23064.4.021C - Ground Floor Plan as Proposed  
23064.4.022B - First Floor Plan as Proposed  
23064.4.023 - Roof Plan as Proposed  
23064.4.024 - Elevations as Proposed Sheet 1  
23064.4.025A - Elevations as Proposed Sheet 2  
23064.4.026 - Sections as Proposed Sheet 1  
23064.4.027A - Sections as Proposed Sheet 2  
23064.4.028C - Reflected Ceiling Plan as Proposed Sheet 1  
23064.4.029B - Reflected Ceiling Plan as Proposed Sheet 2  
23064.4.030C - Floor Finish Schedule as Proposed Sheet 1  
23064.4.031B - Floor Finish Schedule as Proposed Sheet 2  
23064.4.032A - Internal Door Schedule as Proposed  
23064.4.500D – Written Specification  
23064.4.601 - Designers Risk Assessment  
23064.4.602 - Demo Risk Notes\_PJC\_15.03.2024

#### **Structural Engineer – MBA Consulting**

Reference

23200-05B - Proposed Ground Floor Plan Showing Structure Over  
23200-10C - Proposed First Floor Plan Showing Structure Over  
23200-15C - Existing Elevations Showing Remedial Works and New Openings  
23200-200P1 - Proposed Drainage Layout

23200-210P1 - Typical Drainage Details 01

23200-211P1 - Typical Drainage Details 02

23200 - Structural NBS

23200 P1 – Civil Specification

23200 - Designers Risk Assessment

### **Mechanical, Electrical, Plumbing (MEP) (Employers Requirements to inform CDP) –**

Reference

23064.4.080 – Ground Floor Small Data and Power (Indicative Layouts)

23064.4.081 - First Floor Small Data and Power (Indicative Layouts)

23064.4.082 – Lighting Scheme and calculations (Indicative Layouts)

(Refer also to Architectural drawings and specification for further performance related matters and layouts in respect of MEP installations to be managed under the Contractor's Design Portion of the Construction Contract.

### **Quantity Surveyor –**

Reference

24-082 - Assentech Pricing Document

### **Contract Administrator – Lilly Lewarne Architects**

Reference

23064.505C – JCT ICD 2016 Intermediate Building Contract with Contractors Design 2016 Preliminaries Document (i.e. this document).

### **Principal Designer –**

Reference

V1 – Preconstruction Information Document (Safety First (Cornwall)).

- A list of the drawings from which the Contract Documentation has been prepared is enclosed with the contract documents – as outlined above. These shall form the Contract Documents.
- The location drawings showing the size, general character and extent of the works accompany the contract documents.
- Further drawings and documents may be inspected, by appointment, at the office of the Architect/Contract Administrator during their normal office hours.

### **160 PRECONSTRUCTION INFORMATION**

- Format: The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries and other tender documents.

### **END OF SECTION A11**

## **A12 THE SITE/EXISTING BUILDINGS**

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### **110 THE SITE**

- Description: The site of the proposed works comprises the existing commercial premises situate on land adjacent to, and formerly known as, Glen View, Trispen, Truro, TR4 9AU. The Contractor should pay particular attention to the location of the site from the main highways and surrounding rural and arterial road infrastructure, access to the site and nearby residential and other commercial property outside the client's ownership.

### **120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE**

- Description: The Contractor should be aware that they will be responsible for the co-ordination of the demolition/partial demolition of any existing structures to facilitate the proposed works as part of this Contract. This shall be deemed to include demolition/partial demolition of existing structures, removal of roof coverings, grubbing up/excavation of existing ground floor slabs, localised excavation for strip footings, foundations, hard standings, reduced level dig, etc, removal of Asbestos.

### **130 ACCESS, WORKING SPACE AND STORAGE AREAS**

- Description: The Contractor's access shall be off the main highway (The A39 from junction at Bodrean Lodge to Trispen) and via the existing commercial access into the central yard/forecourt area.
- The Contractor shall be deemed to be aware that the road is classified as a seasonal and commuter route in terms of Cornwall Council's traffic sensitivity database and accordingly all such measures should be made in the tender (regarding any co-ordination with highways in relation to affecting the highway), project programming, and sequencing of the works to account for the traffic sensitivity of the road for all matters relating to the contract works at point of tender.
- Given the proximity to a busy commuter/seasonal highway access for large vehicles requires consideration when ordering given the area available within the site for parking/welfare/compound/storage and turning.
- The Contractor shall note that the Project Site is located adjacent to a residential dwelling (Hazeldene) and a commercial yard to the south – both of which are outside the client's ownership/control.
- The Contractor will make all necessary provision to ensure that all retained/protected (TPO) existing planting/trees are protected from construction activity and in accordance with the tree protection measures contained in the tree survey and report.
- Working space, deliveries, vehicle movements and off-site storage compound arrangements are to be in accordance with a Construction Traffic Management Plan which shall form an integral part of the contractors tender return.
- The Contractor is to allow for making good all works disturbed on the Public Highway and site access routes to the satisfaction of the landowner/Local Authority as applicable.

### **140 EXISTING UTILITIES AND SERVICES**

- Description: The existing services will need to be terminated and/or altered as part of the demolition/partial demolition works. The Contractor must satisfy themselves concerning the location of all underground and overhead services (dead or alive) on and/or in close proximity of the site before commencing any works.
- The Contractor shall proceed with all due care and caution in the execution of all works and carry out further investigations as necessary to ascertain the position of services on site and shall include for all costs in this connection.
- Drawings: Statutory Service searches (SWW, WPD, BT Openreach, Wales and West) have been undertaken by the Architect and copies are available from the Architect.

- On the Employer's behalf the Contractor shall arrange with utilities:
  - Western Power Distribution
  - South West Water
  - BT Openreach

For the provision of services with adequate capacity to construct and service the dwelling upon completion. For the avoidance of all doubt all such works by the above utility providers (Statutory Undertakers) shall be deemed to be work pursuant to their statutory obligations in relation to the works. All such measures should be made in the tender (regarding any co-ordination with them), project programming, and sequencing of the works to account for the involvement and execution of the works to be carried out by a Statutory Undertaker.

- The Contractor shall liaise with all public utility companies/statutory undertakers to suit.
- The Contractor shall be expected to assist (under the CDP of the Contract) by providing the Employer with all calculations and services information required to arrange for any new and/or amended service connections to the commercial premises.

## **160 SOILS AND GROUND WATER**

- Information: A Preliminary Ground Investigation Report (PIR) and Ground Investigation Report (GIR) have been carried out by Karn Geo in addition to an accompanying Mining Survey.
- Please refer to the entire reports and pay particular attention to the specific risk assessment and remarks contained within the reports.
- There is the residual risk that localised contamination may be present on the site that haven't been exposed as part of the invasive ground investigation works. Contractor to make sure that his operatives are aware and should remain vigilant especially where areas of disturbed/made ground and demolition areas are encountered.

## **170 SITE INVESTIGATION**

- Information: A demolitions asbestos survey has been carried out and ACM's have been identified within the same. There is the risk that asbestos material may be present in areas that haven't been exposed as part of the demolitions survey. Contractor to make sure that his operatives are "asbestos aware" and should remain vigilant.

## **180 THE PRECONSTRUCTION HEALTH AND SAFETY FILE**

- Availability for inspection: The Pre-Construction Health and Safety File for the site/ building may be seen by appointment during normal office hours at: Lilly Lewarne Architects, No 1 Victoria Wharf, Malpas Road, Truro, Cornwall, TR1 1QH.

## **200 ACCESS TO THE SITE**

- Description: Access to and from the site shall be managed via the A39 from junction at Bodrean Lodge to Trispen.
- Limitations: Principal Contractor to put measures in place to ensure that site traffic is suitable for the road network in the area and also provide clear signage to ensure that traffic is directed to site. The access into the site is restricted and deliveries and traffic movements will need to be carefully planned.

## **210 PARKING**

- Restrictions on parking of the Contractor's and employees' vehicles: Parking will need to be carefully managed on site.
- See Construction Phase H&S Plan for Construction traffic and site parking details.

## **220 USE OF THE SITE**

- General: Do not use the site for any purpose other than carrying out the Works.
- Limitations: As above

## **230 SURROUNDING LAND/ BUILDING USES**

- General: Adjacent or nearby uses or activities are as follows:  
Residential – Detached residential dwelling in close proximity – outside client's ownership.  
Residential – Detached residential dwelling in close proximity – in client's ownership.  
Commercial – Commercial yard to the south – outside client's ownership – Contractor to ensure the commercial operations of these commercial premises are not adversely affected by the construction operations on the site.

## **240 HEALTH AND SAFETY HAZARDS**

- General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:
- Contaminated Land – Refer to the Preliminary Ground Investigation Report (PIR) and Ground Investigation Report (GIR) that have been carried out by Karn Geo and any subsequent reporting and remediation recommendations that follows.
- There is a fuel pump and associated vent piping adjacent to and mounted upon the eastern elevation of the subject 'At Cost' building. It is understood that the buried fuel tanks are beneath the concrete apron immediately surrounding the area of the fuel pumps. Please note that other buried tanks may be present on the site that the employer is not aware of and accordingly contractor is to remain vigilant if excavating in the surrounding forecourt areas. Tanks to be fully decommissioned and made safe prior to the vent pipes being removed to reclad the building – certification to be provided for the adequate decommissioning and making safe required to implement the proposed works.
- Asbestos – Refer to the R&D Asbestos survey that has been carried out. There is the risk that asbestos material may be present in areas that haven't been exposed as part of the demolitions survey. Contractor to make sure that his operatives are "asbestos aware" and should remain vigilant.
- Items to be reviewed on site prior to commencement of the works.
- Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
- In the absence of the employer having undertaken any such undertaking in advance of the tender being issued The Contractor, in liaison with the employer, shall be responsible for the issue/submission of any Section 80 demolition notices required in advance of starting works and the programme for the same shall be deemed to be included, in full, within the tender programme and costings.

## **END OF SECTION A12**

## **A13 DESCRIPTION OF THE WORK**

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### **110 PREPARATORY WORK BY OTHERS**

- Works: Carried out under a separate contract and completed before the start of work on site for this Contract.
- Description: None.

### **120 THE WORKS**

- Description: The renovation and refitting of an existing commercial premises (including some demolition/partial demolition of existing structures) and associated (localised) external works (hard and soft landscaping) at the existing commercial premises on land adjacent to, and formerly known as, Glen View, Trispen, Truro, TR4 9AU.
- It is the Employer's intention to fit out the completed commercial renovation to suit the vision and profile of the expanding company and the Contractor shall make all allowances (inclusive but not exhaustive of appropriate resourcing, programme duration, skilled trades, 'management' costs and prelim costs, etc.) within their pricing and programme for the workmanship, procurement and finishing reasonably expected for a project of this nature.
- The mechanical installation package shall include:
  - Hot and cold water
  - Heating (note workshop areas will have different heating requirements to open space warehouse/workshop areas).
  - Installation of new sanitaryware and associated fittings, staff welfare/kitchen
  - Above ground drainage
  - As built drawings, O & M manuals, commissioning etc
- The electrical installation package shall include:
  - Rationalised/updated 3ph mains and sub-mains distribution
  - Small power
  - Lighting (internal and external)
  - Fire alarm system, CO2 detection system and security system
  - Data network (computer and telephone)
  - TV/satellite installation
  - As built drawings, O & M manuals, commissioning etc
- Definition: The term – the works – shall mean the whole of the works envisaged by this contract, including unless expressly stated otherwise, the works of sub-contractors, local authorities and statutory undertakers.
- Floor Area: The approximate internal floor areas are as follows:
  - Ground Floor 256.54m<sup>2</sup>
  - First Floor 92.90m<sup>2</sup> (excluding proprietary storage mezzanine)
  - Total 349.44m<sup>2</sup>
- Type of Structure: The existing open plan warehouse is of concrete portal frame construction with rendered cavity blockwork external walls (refer to MBA Consulting appraisal of the same) and the ancillary structures surrounding the contract works area are predominantly loadbearing masonry and are in a poor state or repair.

### **130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT**

- Description: Client direct works including but not limited to; None.  
All works shall be via the Principal Contractor and shall be deemed Contract Works.

### **140 COMPLETION WORK BY OTHERS**

- Description: To be agreed between the Contractor and Employer.

### **END OF SECTION A13**



## **A20 CONTRACT/SUB-CONTRACT**

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### **FORM OF CONTRACT**

- The Contractor will be called upon to execute as a deed the Articles of Agreement embodied in the Intermediate Building Contract with Contractor's Design (ICD) 2016 issued by the Joint Contracts Tribunal Limited.
- The agreement embodied in the Intermediate Building Contract with Contractor's Design (ICD) 2016 shall be between The Employer and The Principal Contractor.
- A copy of the form of contract may be inspected at the office of the Architect/Contract Administrator.
- Within thirteen weeks of receipt the Tender may be accepted, and the instruction will set the date for possession and completion. These dates will be repeated in the formal contract in lieu of the general information given hereafter in the Contract Particulars to the Conditions of Contract at the end of the schedule of clauses.
- The dates for possession whenever mentioned in the Conditions of Contract may be varied if, for reasons beyond the control of the Employer, it is impossible to give the Contractor possession of the site on the date or within the period stated.
- The Employer does not bind himself to accept the lowest or any tender.

### **RECITALS**

- Fourth Recital - delete "the Bills of Quantities".  
- delete "the Work Schedules"
- Fifth Recital (A) – Bills of Quantities and Work Schedules will be deleted.  
Fifth Recital (B) – will be deleted.  
– "and has provided the Employer with the priced schedule of activities annexed to this Contract ("the Activity Schedule") will be deleted.
- Ninth Recital – will be deleted.

### **ARTICLES**

Article 8: Arbitration – Applies

### **SCHEDULE OF CLAUSE HEADINGS**

- The clause numbers mentioned hereafter refer to the aforementioned form of contract and the Contractor's attention is drawn to the notes to these Clauses and a price/cost shall be inserted/allocated whenever payment is required for compliance with the terms of any clause.

### **ARTICLES OF AGREEMENT**

- Recitals
- Articles
- Contract Particulars
- Attestation

## **CONDITIONS**

### Section 1      Definitions and Interpretation

- Definitions
- Interpretation

### Section 2      Carrying Out the Works

- Contractor's Obligations
- Possession
- Supply of Documents, Setting Out, etc
- Errors, Inconsistencies and Divergences
- Unfixed Materials and Goods – property, risk, etc
- Adjustment of Completion Date,
- Practical Completion, Lateness and Liquidated Damages
- Partial Possession by Employer
- Defects
- CDP Design Work

### Section 3      Control of the Works

- Access and Representatives
- Sub-Contracting
- Architect/Contract Administrator's Instructions
- CDM Regulations

### Section 4      Payment

- Contract Sum and Adjustment
- Taxes
- Payment, Certificates and Notices – general provisions
- Loss and Expense
- Final Adjustment and Final Payment

### Section 5      Variations

- General
- The Valuation Rules

### Section 6      Injury, Damage and Insurance

- Personal Injury and Property Damage
- Insurance against Personal Injury and Property Damage
- Insurance of the Works and Existing Structures
- Joint Fire Code – compliance
- CDP Professional Indemnity Insurance

Section 7      Assignment , Performance Bonds and Guarantees and Collateral Warranties

- Assignment
- Performance Bonds and Guarantees
- Collateral Warranties

Section 8      Termination

- General
- Termination by Employer
- Termination by Contractor
- Termination by either Party and regulations 73 (1) a and 73 (1) c of the PC Regulations
- Consequences of Termination under clauses 8.9 to 8.11, etc

Section 9      Settlement of Disputes

- Mediation
- Adjudication
- Arbitration

**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

**CONTRACT PARTICULARS**

**THE CONTRACT PARTICULARS TO THE CONDITIONS OF CONTRACT WILL BE COMPLETED AS FOLLOWS:**

| Clause<br>etc     | Subject                |  |
|-------------------|------------------------|--|
| Fourth<br>Recital | Employers Requirements | <ul style="list-style-type: none"> <li>• Mechanical Design</li> <li>• Electrical Design</li> <li>• Plumbing Design</li> <li>• Structural Steel Connections</li> <li>• Temporary Works</li> </ul> |

|                                   |  |  |
|-----------------------------------|--|--|
| Sixth Recital                     | Contractors Proposals  | To be provided at point of tender return   |
| Sixth Recital                     | CDP Analysis   | To be provided with Contractors Proposals  |
| Eighth Recital and Clause 4.6     | Construction Industry Scheme (CIS)   | Employer at Base Date<br>* is a 'contractor'/is not a 'contractor' for the purposes of the CIS |
| Tenth Recital                     | CDM Regulations  | * the project is/is not notifiable   |
| Eleventh Recital                  | Description of Sections (if any) (if not shown or described in the Bills of Quantities/Specification/ Work Schedules or the Contract Drawings state the reference numbers and dates or other identifiers of documents in which they are shown) | Does not apply   |
| Twelfth Recital                   | Framework Agreement (if applicable) (State date, title and parties)  | Does not apply   |
| Thirteenth Recital and Schedule 5 | Supplemental Provisions<br>(Where neither entry against an item below is deleted, the relevant paragraph applies.)   |  |
|                                   | Collaborative working  | Paragraph 1<br>* applies/ <del>does not apply</del>  |
|                                   | Health and safety  | Paragraph 2<br>* applies/ <del>does not apply</del>  |
|                                   | Cost savings and value improvements  | Paragraph 3<br>* applies/ <del>does not apply</del>  |

|           |  |   |
|-----------|--|---|
|           | Sustainable development and environmental considerations   | Paragraph 4<br>* applies/ <del>does not apply</del>   |
|           | Performance Indicators and monitoring  | Paragraph 5<br>* applies/ <del>does not apply</del>   |
|           | Notification and negotiation of disputes   | Paragraph 6<br>* applies/ <del>does not apply</del>   |
|           | Where paragraph 6 applies, the respective nominees of the Parties are  | Employer's nominee<br><br>Lilly Lewarne Architects' Ltd.<br><br>_____<br><br>Contractor's nominee<br><br>_____TBA_____    |
|           |  | or such replacement as each Party may notify to the other from time to time   |
| Article 8 | Arbitration<br>(if neither entry is deleted, Article 8 and clauses 9.3 to 9.8 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 8 and clauses 9.3 to 9.8 apply) | Article 8 and clauses 9.3 to 9.8 (Arbitration)<br>apply/ <del>does not apply</del>  |
| 1.1       | Base Date  | The date entered shall be 10 days prior to receipt of tenders   |
| 1.1       | CDM Planning Period  | Shall mean the period of<br><br>_____14_____ * days/weeks<br>* ending on the Date of Possession/<br>* beginning/ending on |

\_\_\_\_\_ 20 \_\_\_\_\_

|        |   |  |
|--------|---|--|
| 1.1    | Date for Completion of the Works ( <i>where completion by Sections does not apply</i> )   | TBC  |
|        | Sections: Dates for Completion of Sections  | <u>Does not apply</u>                                      |
| 1.7    | Addresses for service of notices etc. by the Parties<br>( <i>if none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the commencement of the Agreement</i> ) | Employer: Lilly Lewarne Architects Ltd.<br>Contractor: TBA |
| 2.4    | Date of Possession of the site ( <i>where possession by Sections does not apply</i> )   | TBC  |
|        | Sections: Date of Possession of Sections  | <u>Does not apply</u>                                      |
| 2.5    | Deferment of possession of the site<br>( <i>Where possession by Sections does not apply</i> )   | Clause 2.5<br>* applies/ <del>does not apply</del>         |
|        | Sections: deferment of possession of Sections   | Clause 2.5<br>* <del>applies</del> /does not apply         |
|        |   | Maximum period of deferment (if less than 6 weeks) is      |
| 2.23.2 | Liquidated damages  | £1,000.00 per week or part thereof                         |

|             |   |   |
|-------------|---|---|
|             | (where completion by Sections does not apply)   |   |
|             | Sections: rate of liquidated damages for each Section   | <u>Does not apply</u>   |
| 2.29        | Sections: Section Sums  | <u>Does not apply</u>   |
| 2.30        | Rectification Period<br>(where completion by Sections does not apply)<br>(if no other period is stated, the period is 6 months) | 12 months from the date of practical completion   |
|             | Sections: Rectification Periods<br>(if no other period is stated, the period is 6 months)                                       | <u>Does not apply</u><br><br>from the date of practical completion of each Section  |
| 2.34.3      | Contractor's Designed Portion: limit of Contractor's liability for loss of use, etc (if any)                                    | <u>£ 2,000,000</u>  |
| 4.3 and 4.9 | Fluctuations Provision (Unless another provision or entry is selected, Schedule 4 applies)                                      | * Schedule 4 (Contribution, levy and tax fluctuations) applies/<br>* no Fluctuations Provision applies/<br>* the following Fluctuations Provision applies<br><br>_____<br><br>_____ |
|             | Percentage addition for Schedule 4 (paragraph 12) (if applicable)   | _____ per cent  |
| 4.7         | Advance payment   | Clause 4.7<br>* <del>applies</del> /does not apply  |

(Not applicable where  
 the Employer is a  
 Local Authority)

If applicable:  
 The advance payment will be

£ \_\_\_\_\_

\_\_\_\_\_ per cent of the Contract Sum and will be paid  
 to the Contractor on

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

It will be reimbursed to the Employer in the  
 following amount(s) and at the following time(s)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4.7

Advance Payment  
 Bond  
 (not applicable where  
 the Employer is a  
 Local Authority)  
 (Where an advance  
 payment is to be  
 made, an advance  
 payment bond is  
 required unless stated  
 that it is not required)

An advance payment bond

\*~~is~~/is not required

4.8.1

Interim payments –  
 due dates  
 (if no date is stated;  
 the first due date is  
 one month after the  
 Date of Possession).

The first date is:

TBC

And thereafter the same date in each month or the  
 nearest Business Day in that month

4.9.1

Interim payments –  
 percentages of value

Where the Works, or  
 those works in a  
 Section, have not  
 achieved practical  
 completion, the  
 percentage of total  
 value in respect of the

95 per cent



works that have not achieved practical completion is (The Percentage is 95 per cent unless a different rate is stated).

Where the Works, or those works in a Section, have achieved practical completion, the percentage in respect of the completed works is (The Percentage is 97½ per cent unless a different rate is stated)

|                     |  |   |
|---------------------|--|---|
| 4.10.4              | Listed Items – uniquely identified<br>(Delete the entry if no bond is required)  | * <del>For uniquely identified Listed Items a bond in respect of payment for such items is required for</del><br><br>£_____   |
| 4.10.5              | Listed Items – not uniquely identified<br>(Delete the entry if clause 4.9.5 does not apply)  | * <del>For Listed items that are not uniquely identified a bond in respect of payment for such items is required for</del><br><br>£_____  |
| 6.4.1               | Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than                      | <u>£5,000,000</u><br>for any one occurrence or series of occurrences arising out of one event   |
| 6.5.1               | Insurance – liability of Employer (Not required unless it is stated that it may be required and the minimum amount of indemnity is stated) | Insurance<br>* May be required/ <del>is not required</del><br><br>Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event<br><br><u>£2,000,000</u> |
| 6.7. and Schedule 1 | Works insurance – Insurance Option applicable  | Schedule 1:<br>* <del>Insurance Option A applies/</del><br>* <del>Insurance Option B applies/</del><br>* Insurance Option C applies   |
|                     | Percentage to cover professional fees  |   |

(If no other percentage is stated, it shall be 15 per cent) \_\_\_\_\_ per cent

Where insurance Option A applies and cover is to be provided under the Contractor's annual policy (paragraph A.2), the annual renewal date is \_\_\_\_\_ (as supplied by the Contractor)

Where Insurance Option C applies, paragraph C.1 (Unless otherwise stated, paragraph C.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s)) \_\_\_\_\_  
 \* applies/  
 \* is replaced by the provisions of the following document(s)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (the 'C.1 Replacement Schedule')

6.10 and  
Schedule 1

Terrorism Cover – details of the required cover  
 (Unless otherwise stated, Pool Re Cover is required)

Are set out in the following document(s)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6.15

Joint Fire Code

The Joint Fire Code

\* ~~applies~~/does not apply

If the Joint Fire Code applies, state whether the insurer under Schedule 1, Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project'.

\* Yes/No

- 6.18 Joint Fire Code – amendments/revisions (The cost shall be borne by the Contractor unless otherwise stated) The cost, if any, of compliance with amendment (s) or revision (s) to the Joint Fire Code shall be borne by  
\* the Employer/~~the Contractor~~
- 6.19 Contractor's Designed Portion (CDP) Professional Indemnity Insurance
- Level of cover (If an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated.) Amount of indemnity required  
\* relates to claims or series of claims arising out of one event/  
~~\* is the aggregate amount for any one period of insurance~~
- (If no amount is stated, insurance under clause 6.19 shall not be required) and is  
£ 2,000,000
- Sub-limits within the overall level of cover
- Cover for pollution and contamination claims (If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)  
\* ~~is required, with a sub-limit of indemnity of~~  
£ \_\_\_\_\_  
\* is not required
- Expiry of required period of CDP Professional Indemnity insurance is (if no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works.)  
\* ~~6 years/~~  
\* 12 years/  
\* \_\_\_\_\_ years  
(not exceeding 12 years)

|       |  |  |
|-------|--|--|
| 7.2.1 | <p>Performance bond or guarantee from bank or other approved surety<br/>         (If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required)</p>   | * is required/ <del>is not required</del>  |
|       | <p>The required form of the bond or guarantee is set out in</p>  | <p><u>Refer to relevant section of this Preliminaries document</u></p> <hr/> <hr/>   |
|       | Initial value  | <p><u>10</u> per cent of the Contract Sum</p>  |
|       | <p>Period of validity – if not specified in the required form, the expiry date of the performance bond or guarantee is to be<br/>         (If no entry is selected, the date shall be the date of practical completion of the Works)</p>   | <p>* the date of practical completion of the Works/<br/> <del>* 2 weeks after the date of expiry of the Rectification Period for the Works/</del><br/> <del>* the date for issue of the certificate of making good for the Works under Clause 2.31</del></p> |
|       | <p>Reduction in value – if not specified in the required form and if expiring later than the date of practical completion of the Works, the percentage reduction in the initial value of that date is<br/>         (if no other percentage is stated, it shall be 50 per cent)</p> | <p>_____ per cent</p>  |
| 7.2.2 | <p>Guarantee from the Contractor's parent company</p>  | * is required/ <del>is not required</del>  |

Parent company's  
 name and registration  
 number \_\_\_\_\_  
 \_\_\_\_\_

The required form of  
 the guarantee is set  
 out in \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

|                      |  |   |
|----------------------|--|---|
| 7.3                  | Collateral Warranties – details of the requirements for the grant by the Contractor and sub-contractors of P&T Rights, Funder Rights and/or (in the case of sub-contractors) Employers Rights in respect of the Works by collateral warranties ('Rights Particulars') are set out in the following document (State reference number and date or other identifier of the relevant document) | <ul style="list-style-type: none"> <li>• Mechanical Design</li> <li>• Electrical Design</li> <li>• Plumbing Design</li> <li>• Structural Steel Connections</li> <li>• Temporary works</li> </ul>  |
| 8.9.2                | Period of Suspension (If none is stated, the period is 2 months)   | 2 Months  |
| 8.11.1.1 to 8.11.1.5 | Period of Suspension (If none is stated, the period is 2 months)   | 2 Months  |
| 9.2.1                | Adjudication   | The Adjudicator is: _____   |
|                      | Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)  | * Royal Institute of British Architects<br>* <del>The Royal Institution of Chartered Surveyors</del><br>* <del>Constructionadjudicators.com</del><br>* <del>Association of Independent Construction Adjudicators</del><br>* <del>Chartered Institute of</del> |

(Where an ~~Arbitrators~~  
 Adjudicator is not  
 named and a  
 nominating body has  
 not been selected, the  
 nominating body shall  
 be one of the bodies  
 listed opposite  
 selected by the Party  
 requiring the reference  
 to adjudication)

- 9.4.1 Arbitration - President or Vice-President  
 appointer of Arbitrator \* Royal Institute of British Architects  
 (and of any replacement \* The Royal Institution of Chartered Surveyors  
 (If no appointer is \* Chartered Institute of Arbitrators  
 selected, the  
 appointer shall be the  
 President or a Vice-  
 President of the Royal  
 Institute of British  
 Architects

## PERFORMANCE GUARANTEE BOND

- Bond: A performance bond or guarantee from bank or other approved surety is required at tender stage and shall be deemed to be included in the tender return costs. Cover shall remain in force until Practical Completion for the whole of the works. Cover will not be reduced on issue of Certificates of Partial Possession.

## CONTRACT DOCUMENTS

- The following shall be Contract Documents under the Construction Contract.
  - All such drawings, schedules, specifications and information generated and issued by the design team for that purpose. Refer to the Tender and Contract Documents section of this Contract Preliminaries Document Ref section A11 paragraph 110.
  - The Contract Preliminaries (i.e., this document)
  - Any other such relevant information that shall have been issued for that purpose such as the Pre-Construction Health and Safety File and/or supporting documents outlining the Employer's requirements and/or direct supply items.
- All contract documents shall be signed, dated and appended to the completed Intermediate Building Contracts.

## CONTRACTORS DESIGN

- It is the intention that the following works shall be Contractors Design.
  - Mechanical, Electrical and Plumbing (MEP) works (including solar PV) - complete
  - Steel Connections
  - Temporary Works design.

- Any other such works that become apparent throughout the design and construction stage.
- CDP Proposals shall be required from the MEP CDP Subcontractors within their pricing/tender period for the works and the MEP CDP Subcontractors shall have reviewed all their proposals against the Performance Specification. Full and comprehensive CDP Proposals shall be a prerequisite of the agreement of the tender costs for that element of the work and for the subsequent Architect/Contract Administrator's Instruction for that sub contracted work under the Construction Contract. The Principal Contractor shall allow plenty of time for this process within their Construction Programme.
- CDP Proposals shall be in place from commencement of the works.
- Receipt of As Built, Residual Risk and O&M information shall be required from the MEP CDP Subcontractors prior to (and a prerequisite of) Practical Completion of the works.
- The Principal Contractor must submit a sub-contractor design programme and Information Required Schedule in advance of the first Contract Monthly Meeting (i.e. within 1 month of the date of commencement). This should track specialist design, the approval process, manufacture and installation and fit of all CDP elements into the overall contract programme. Sub-contractor drawings shall be submitted in plenty of time for review and comments to be made by the design team. The design team shall review and check all sub-contractor drawings and information in principle but not in detail and the sub-contractor under the CDP and the Principal Contractor shall retain responsibility for their design.

## **COLLATERAL WARRANTY ARRANGEMENTS**

- SCWa/E 2016 Collateral Warranties shall be required for any design works undertaken by sub-contractors during the construction phase under the Intermediate Building Contract (ICD).
- THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES  
(B) Rights to be granted by Sub-Contractors
- Sub-contractors by whom rights are to be granted:  
**The Mechanical, Electrical & Plumbing Installations (MEP)**  
**Steel Connections**  
**Temporary Works design**
- Beneficiaries to whom rights are to be granted:  
**The Employer**
- Rights to be granted as Third-Party Rights (TPR's) or by Collateral Warranty (SCWa/P&T, SCWa/F or SCWa/E, as appropriate)  
**SCWa/E**
- Requirement for Sub-Contractor's Professional Indemnity (PI) or Product Liability (PL) insurance (where applicable)  
**PI Required**  
**Level of Cover is £5,000,000.00 and is the aggregate amount for any one period of insurance (M&E)**
- Mode of execution for Third party Rights, Sub-Contracts  
**Must be executed as deeds**
- Mode of execution for Collateral Warranties, Sub-Contracts and Collateral Warranties  
**Must be executed as deeds**
- Applicable terms for entering under Warranty Particulars:
  1. Clause 1.1.2: Sub-Contractors' liability of other losses applies
  2. Clause 1.1.2: Maximum Liability is unlimited

3. Clause 1.3: Net Contribution does not apply

- Collateral Warranties must be provided at the same time as the Contractors appointment of the subcontractor and in advance of them commencing their sub-contractor works. For the avoidance of doubt the provision of the Collateral Warranties are a pre requisite of achieving Practical Completion of the works.
- CIC/ConsWa/E Construction Industry Council (CIC) Collateral Warranty Consultant - Employer 2018 (Third Edition) shall be required for any design works undertaken by consultants directly employed by the Principal Contractor or their sub-contractors in respect of the whole of the consultants' services both prior to entering into the Construction Contract and subsequently throughout the duration of the Construction Contract. The following consultant design works shall need to be covered by a CIC/ConsWa/E Collateral Warranty:
  - Mechanical, Electrical and Plumbing (MEP) works.
  - Any other such consultants and designers that become appointed by the Principal Contractor throughout the design and construction stage.
- Collateral Warranties must be provided at the same time as the Contractor's/sub contractor's appointment of the subconsultant and in advance of them commencing their sub-consultant works. For the avoidance of doubt the provision of the Collateral Warranties are a pre requisite of achieving Practical Completion of the works.

**END OF SECTION A20**



## **A30 TENDERING, SUB-LETTING AND SUPPLY**

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### **BILLS OF QUANTITIES**

- No Bills of Quantities form part of the contract documents but a pricing document shall have been prepared to accompany the tender.
- For the avoidance of doubt the tender sum shall be deemed to include the Principal Contractors own pre assessment of all 'management' costs, 'preliminary' costs, all staff resourcing, site attendance etc. in the proper and day to day execution of the project works.

### **SITE VISIT**

- The Contractor, and any such subcontractors and/or third parties providing costings that become reflected in the tender submission, is/are strongly advised to visit the site of the works to familiarise themselves with the existing building and nature of the works to be carried out therein; also, to satisfy themselves as to the facilities for access and other site conditions under which the works will have to be carried out.

Site visits will be available and appointments should be made through:

Patrick Clark, Lilly Lewarne Practice Ltd – Tel: 01872 261001

### **APPROVED FIRMS**

- Use of approved firms as listed in the Preambles/Specification or alternate specialist firms where:
  - Their name (or names) are submitted to the Employer or Architect/Contract Administrator for advance approval. Such submissions are to be made, wherever possible before return or tender. When name (or names), are submitted with the tender the consequences, if any, to the tender price compared to the use of a listed firm are to be made clear or the tender will be treated as qualified. The Employer or Architect/Contract Administrator accept no liability under the contract for the approval and/or subsequent approval of any such persons submitted to them for approval and their performance, and the ongoing co-ordination and monitoring of the same, shall be deemed to remain with the Principal Contractor.
  - The Employer is satisfied as to the technical competence of such firm or firms and guarantees covering materials supplied and the completed work.
  - Tenders submitted without proposals to use alternative firms will be assumed to be based entirely on the use of approved firms and the contract operated accordingly. Once in contract no changes to the use of approved firms may be made without agreement of the Architect/Contract Administrator.

### **SUB-LETTING**

- Where requested, submit for approval a list of firms it is proposed to employ as Sub-Contractors for trade and specialist work.

### **TENDERING**

- Competitive tender.

- The Tendering 2012 Practice Note (JCT) has been adopted by the Employer and the Contractor is advised to familiarise themselves with the contents of this document.
- Alternative 2 will apply.

**END OF SECTION A30**

## **A31 PROVISION, CONTENT AND USE OF DOCUMENTS**

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### **DEFINITIONS AND INTERPRETATIONS**

#### **110 DEFINITIONS**

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

#### **120 COMMUNICATION**

- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
- Format: In writing to the person named in clause A10/140 unless specified otherwise.
- Response: Do not proceed until response has been received.

#### **130 PRODUCTS**

- Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.
- Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

#### **135 SITE EQUIPMENT**

- Definition: Apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
- Excludes: Products and equipment or anything intended to form or forming part of the permanent works.

#### **140 DRAWINGS**

- Definitions: To BSRIA BG 6, 'A design framework for building services: Design activities and drawing definitions'.
- CAD data: In accordance with ISO 19650.
- When taking dimensions from drawings, at any stage of the work, including before work is commenced:
  - a) Do not scale from drawings but obtain from Architect/Contract Administrator any dimensions required but not given in figures or calculable from figures shown on drawings.
  - b) Check dimensions and levels shown on drawings for compatibility with each other, and with the site and work completed to date. Include any drawings prepared by sub-contractors or others employed direct.
  - c) Inform Architect/Contract Administrator of any discrepancy and seek their instructions.
- Where specification references are given on drawings to define the Clause (or Clauses) applicable to that part of the construction drawn they must not be taken as excluding any other relevant information contained in other clauses of the specification being referred to.
- The Contractor will be issued with copies of each drawing at commencement and whenever a revision occurs during the contract.

#### **145 CONTRACTOR'S CHOICE**

- Meaning: Selection delegated to the Contractor, liability of the specification and performance of any such selection to remain with the Contractor.
- This is inclusive of any such persons/companies and/or manufacturers referred to within the specification(s) to ensure a fully co-ordinated technical specification and liaison with Building Control in the pre tender/contract stages of design. Such specific references within the contract documents are to be deemed a performance specification and not a named/nominated supplier. All such persons/companies and/or manufacturers referred to within the specification are subject to equal approval subject to the principal contractor providing the same fully co-ordinated approach to offering a substitution. All such elements of the works shall therefore be deemed to be at the contractors choice even if alternatives/substitutes are not offered in the duration of the construction contract. See also paragraph 230 of this document 'equivalent products'.

#### **150 CONTRACTOR'S DESIGN**

- Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.

#### **155 SUBMIT PROPOSALS**

- Meaning: Submit information in response to specified requirements.

#### **160 TERMS USED IN SPECIFICATION**

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.
- Supply and fix: As above, but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

## **170 MANUFACTURER AND PRODUCT REFERENCE**

- Definition: When used in this combination:
  - Manufacturer: the person or legal entity under whose name or trademark the particular product, component or system is marketed
  - Product reference: the proprietary brand name and/ or identifier by which the particular product, component or system is described.
- Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

## **200 SUBSTITUTION OF PRODUCTS**

- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including:
  - manufacturer and product reference;
  - cost;
  - availability;
  - relevant standards;
  - performance;
  - function;
  - compatibility of accessories;
  - proposed revisions to drawings and specification;
  - compatibility with adjacent work;
  - appearance;
  - copy of warranty/ guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
- Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

## **210 CROSS REFERENCES**

- Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
- Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.
- Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
- Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

## **220 REFERENCED DOCUMENTS**

- Conflicts: Specification prevails over referenced documents.
- British Standards and Codes of Practice referred to in the Preambles/Specification are to be taken to be those current at the date of tender unless specifically stated otherwise.

## **230 EQUIVALENT PRODUCTS**

- Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.

## **240 SUBSTITUTION OF STANDARDS**

- Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.

- Before ordering: Submit notification of all such substitutions.
- Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

## **250 CURRENCY OF DOCUMENTS AND INFORMATION**

- Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender/commencement of Pricing Period.

## **260 SIZES**

- General dimensions: Products are specified by their co-ordinating sizes.
- Timber: Cross section dimensions shown on drawings are:
  - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
  - Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

## **DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER**

### **410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS**

- Additional copies: Issued on request and charged to the Contractor.

### **440 DIMENSIONS**

- Scaled dimensions: Do not rely on.

### **460 THE SPECIFICATION**

- Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions and all scheme drawings.

## **DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS**

### **INSTALLATION DRAWINGS (2 COPIES)**

- Obtain any fabrication, shop or installation drawings, instructions, etc, provided by manufacturers and suppliers of specified components, necessary for the correct installation of such components and forward one copy of this to the Architect/Contract Administrator, and one copy for incorporation into the Health & Safety File.

### **AS BUILT DRAWINGS AND INFORMATION (2 COPIES)**

- As Built Drawings and Information must be provided at Practical Completion where possible.
- All drawings required to be provided shall, without exception, be produced and presented in a CAD format agreed at tender with files also provided in a DXF format.
- The Contractor will be responsible for making his own independent enquires to ensure that his CAD system is compatible with those systems being used by the Design Team and for providing any file translation facilities into the Design Teams respective format.

### **630 TECHNICAL LITERATURE**

- Information: Keep on site for reference by all supervisory personnel:
  - Manufacturers' current literature relating to all products to be used in the Works.

- Relevant British, EN or ISO Standards.
- BSI Handbook No. 3, with all current revision sheets included and superseded sheets removed
- Relevant BS Codes of Practice
- Those parts of BS 8000 'Workmanship on building sites' which are invoked in the Specification.

#### **640 MAINTENANCE INSTRUCTIONS AND GUARANTEES**

- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- Information location: In Building Manual.
- Emergency call out services: Provide telephone numbers for use after completion.
- Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to Architect/Contract Administrator on Practical Completion.

#### **660 ENVIRONMENTAL ASSESSMENT INFORMATION**

- Scheme type: EPC / SBEM Calculations.
- Assessment information:
  - Provide the following: N/A for a renovation project but all requirements for supporting information required by Building Control to be provided.
  - Format: N/A
  - Submit: N/A

#### **DOCUMENT/DATA INTERCHANGE**

##### **850 ELECTRONIC DATA INTERCHANGE (EDI)**

- Data: Types and classes of communication: email.
- Parties: Between: All parties.
- Requirements: Documents to be issued in PDF.

#### **END OF SECTION A31**

## **A32 MANAGEMENT OF THE WORKS**

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### **GENERALLY**

#### **110 SUPERVISION**

- General: Contractor to accept responsibility for coordination, supervision and administration of the Works, including all subcontracts and the CDP.
- Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

#### **118 VEHICLE SAFETY REQUIREMENTS**

- Vehicle equipment: Ensure that all vehicles have the following:
  - Audible alert to other road users to the planned movement of the vehicle when the Vehicle's indicators are in operation.
  - Prominent signage at the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
  - Properly adjusted class VI mirror/s or Fresnel lens to eliminate the near side blind spot.
  - Side under run guards.
- Driver training:
  - Drivers must be trained on vulnerable road user safety through an approved course and hold a current valid Certificate of Competence.
  - Drivers must have a valid driving licence and be legally able to drive the vehicle.
- Scheme membership: Submit evidence of registration with and accreditation to the Fleet Operator Recognition Scheme (FORS)
- Level of accreditation: To be agreed.
- Submittal date: To be agreed.

#### **120 INSURANCE**

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

#### **130 INSURANCE CLAIMS**

- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer / Client, the person administering the contract on their behalf and the Insurers.
- Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

#### **140 CLIMATIC CONDITIONS**

- Information: Record accurately and retain:
  - Daily maximum and minimum air temperatures (including overnight).
  - The Contractor shall have commissioned and obtained a Weather Planning Report in the product planning phase and same shall have been used in the generation of the Construction Programme provided at tender stage. These reports shall be retained for future reference along with a summary of how they were used in the product planning phase and the generation of the project programme.



- Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost. Such assessments shall be complimented by a detailed Met Office Weather Downtime Report.
- In assessing the Contractor's entitlement to an extension of time for delays caused by inclement weather, the Contract Administrator shall require the Contractor to present records of the Met Office weather data for the affected period and for a period of ten years previous (inclusive of Long Term Averages and 1-in-10 year values for 11 weather elements for each month of the year) to enable the Contract Administrator to assess, beyond all reasonable doubt, that such weather was uncharacteristically adverse for the period and season. It is the Contractors sole responsibility to provide sufficient supporting information and evidence to support any such claims, at the point the claim is made, and if the Contractor fails and/or is unable to do so this will likely result in any such claims being rejected until such time the required information is provided so it can be reasonably assessed.

## **PROGRAMME/ PROGRESS**

### **210 PROGRAMME**

Preparation and submission of programmes:

- Particular attention is drawn the programming and completion requirements defined in the document. The Contractor is required to complete the development in accordance with the overall programme and completion requirement and should programme his work accordingly. It is imperative that the Contractor organises his work in such a way to meet the flexibility requirements which are both explicit and implicit within the building contract.
- The Contractor shall prepare in an approved form and issue to the Architect/Contract Administrator for approval, a detailed Master Programme for the Works for the overall contract building period.
- The master programme shall include specific dates and periods of time covering:
  - a) All work for which the Contractor and every sub-contractor is responsible, including preparation of drawings, off site fabrication and deliveries to site, installation and testing, etc.
  - b) Design, production information and proposals provided by the Contractor/ Subcontractors/ Suppliers, including inspection and checking (see section A31).
  - c) Planning and mobilization by the Contractor.
  - d) Earliest and latest start and finish dates for each activity and identification of all critical activities.
  - e) Work carried out by others employed direct.
  - f) Activities for which the Employer is responsible, e.g. issue of drawings and other information, approval and nomination of sub-contractors, etc.
  - g) Supply and fixing of equipment provided by or at the request of the Client.
  - h) Consideration and approval of sub-contractors' shop drawings and proposals.
  - i) Each of the phases/sections of work/buildings involved.
  - j) Limitations and restrictions, execution sequence and any stipulated key dates
  - k) Running in, adjustment, commissioning and testing of all engineering services and installations
  - l) Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A54)

m) Work by or on behalf of the Employer and concurrent with the Contract (see section A50). The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.

- Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme with the view that the matter can be rectified and a revised programme issued, if required, at the earliest opportunity.
- The whole of the works is to be completed and ready for occupation as stated in the contract documents.

## **230 SUBMISSION OF PROGRAMME**

- Further information: Submission of the programme will not relieve the Contractor of the responsibility to advise of the need for further drawings or details or instructions in accordance with the Contract and this should take the form of an Information Required Schedule (IRS) issued to the CA at commencement of works and that is fully aligned to the Contractors Construction Programme. The IRS shall be reviewed at Contract monthly meetings and revised and re issued as appropriate during the construction phase.

## **240 COMMENCEMENT OF WORK**

- Notice: Before the proposed date for commencement of work on site give minimum notice of 2 weeks.

## **250 MONITORING**

- Progress: Record on a copy of the programme kept on site.
- Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.
- Raise Queries as they arise, do not wait until next visit (unless no contractual implications) Give plenty of notice for response (allow minimum of 5 working days for non-urgent queries and 48hrs for urgent matters). If external organisations and/or persons require consultation then timeframes remain outside the Design Team's control. Accordingly, Principal Contractor to allow plenty of time and forecast likely issues in plenty of time and in accordance with their Construction programme.
- For the avoidance of doubt no extensions of time or claims for loss and expense shall be considered under this Intermediate Building Contract in relation to any events that have resulted from any failure of the contractor and/or their subcontractors/suppliers to co ordinate the works in such a way to have mitigated that delay or any delays that might arise as a result of any failure of the contractor and/or their subcontractors/suppliers to met the objectives of the contractors construction programme.
- The Principal Contractor shall provide the Contract Administrator with regular sets of site progress photos (minimum of every 2no. weeks) for the employer.

## **260 SITE MEETINGS**

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: Fortnightly or monthly.
- Location: Site.
- Accommodation: Ensure availability at the time of such meetings.
- Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
- Chairperson (who will also take and distribute minutes): Contract Administrator.

- The Architect/Contract Administrator will hold monthly site meetings to review progress, administration and co-ordination of the contract. The Contractor shall provide a written report stating:
  - a) Anticipated contract completion date stating any extension of time previously agreed, or being requested, and give reasons for any delay and stating action being taken.
  - b) Progress programmed and progress achieved giving reasons for any delay and stating action being taken.
  - c) Any shortages in labour, plant and materials, stating action being taken.
  - d) Any difficulties and delays in the execution of sub-contracts, stating action being taken.
  - e) Any outstanding information required from the Architect/Contract Administrator or Employer.
  - f) Any accidents or injury to persons on or around the site.
- Contractor's Site Meetings: The Contractor shall hold regular meetings with appropriate Sub-Contractors and Suppliers to provide accurate detail to progress reports in advance of Contract Monthly Meetings.

## **265 CONTRACTOR'S PROGRESS REPORT**

- The actual progress shall be compared against the programme as the work proceeds. The Contractor shall submit to the Architect/Contract Administrator on or before the site meeting each month a written report on the progress of each activity shown on the programme.
- Content: Notwithstanding the Contractor's obligations under the Contract the report must include:
  - A progress statement by reference to the master programme for the Works.
  - Details of any matters materially affecting the regular progress of the Works.
  - Subcontractors' and suppliers' progress reports.
  - Any requirements for further drawings or details or instructions.
- The agreement (or lack of agreement) to the submitted programme by the Architect/Contract Administrator will not relieve the Contractor of his contractual responsibilities for progress and completion of the works by the due dates.
- The Principal Contractor shall be required to generate an information release schedule covering any further production information required from the design team to meet the programme. This IRS is to be related to programme and the first draft of the same shall be issued prior to commencement on site and shall be regularly reviewed and/or updated by the Principal Contractor thereafter.

## **290 NOTICE OF COMPLETION**

- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
- Associated works: Ensure necessary access, services and facilities are complete.
- Period of notice (minimum): 2 weeks.
- The works will not be accepted for handover by the Employer unless complete in all respects.

## **CONTROL OF COST**

- **Tendering:** The tender/pricing is on a competitive basis.
  - The Employer relies on the accuracy and completeness of the tender sums returned. Accordingly, the Employer also relies on the accuracy of each tenderers'/contractor's/pricing subcontractor's own prior analysis and detailed review of information provided and the tender period offers time for any queries to

be raised that might otherwise assist in the generation of accurate tender returns and for clarification to be given.

Consequently, tenderers/contractors/subcontractors are solely responsible for reviewing all information provided and obtaining any further information which they consider is necessary in order to make decisions regarding the content and accuracy of their tenders/pricing submitted for the purposes of entering into contract and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process and/or raise queries in the tender/pricing period as required to obtain accurate and fully inclusive costings for entering into Article 2 of the Intermediate Building Contract.

- Failure of the tenderers/contractors/subcontractors to request and/or visit the site, review all the information, generate CDP Proposals and/or request further particulars within the stipulated tender/pricing period shall not be an adequate or defensible reason for the tender's to later confirm a lack of knowledge of the site, of access to and from the site nor any other thing which may affect their tender/pricing, methods of operation or the application of the contract which would have otherwise been ascertained from an aforementioned site visit or request for information during the tender/pricing process.
- **Valuation of Works:** Works will be valued against monthly applications for payment from the Contractor that shall be accompanied by an assessment against the master programme in terms of project progress. Terms and conditions all as outlined elsewhere in this document.
- **Phraseology for measured works:** Not applicable.
- **Variations, Provisional and Prime Cost Sums, etc:**
  - Before covering up any work which is the subject of measurement the Contractor shall give reasonable notice to the Architect/Contract Administrator and Quantity Surveyor (when appointed) that such work is ready for measurement.
  - Instructions, variations etc. will only be valid if confirmed in writing by the architect as formal AI. AIs would be copied to all interested parties. Contractor to raise any items at the Contract Monthly Meeting that they wished to have considered for inclusion.
  - Verbal instructions to be confirmed in writing by the contractor (as CVI, etc., stating instruction, who gave it, to whom and date). Client instructions and contractor suggestions must go through the architect and PQS (when appointed) prior to any associated work being carried out.
  - The Principal Contractor shall, in all instances, identify a variation and ensure it is costed and the figures agreed with the employer's PQS (when appointed) prior to an instruction being issued. The Principal Contractor should also outline any implications on programme (if any) as part of that exercise. It is therefore incumbent on the Principal Contractor to raise issues early in their comprehensive management of the works to enable enough time for this due process to be followed so that a delay to programme is avoided.
- **Timesheets and Daywork:**

Time and Daywork sheets shall be fully detailed accounts of the number of order, description of works executed, operatives' names, hours of labour and rates of wages and details of materials used. All to be in accordance with the pre agreed rates outlined in the tender return.

- **Overtime:**

Overtime shall not be worked unless approval has been obtained in writing from the Architect/Contract Administrator. No additional payment will be made in respect of overtime worked unless the Architect/Contract Administrator has specifically ordered such work to be carried out and confirmed that additional payment will be made.

Additional payment where confirmed shall be the nett difference between flat time and overtime rates and in accordance with the pre agreed rates outlined in the tender return.

#### **420 REMOVAL/ REPLACEMENT OF EXISTING WORK**

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

#### **430 PROPOSED INSTRUCTIONS**

- Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.
- Include:
  - A detailed breakdown of the cost, including any allowance for direct loss and expense.
  - Details of any additional resources required.
  - Details of any adjustments to be made to the programme for the Works.
  - Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.
- Inability to comply: Inform immediately if it is not possible, even in part, to comply with any of the above requirements citing detailed reasons outlining why compliance is not possible.
- Claims for Loss and Expense shall only be considered for instructions that charge or are otherwise outside the original scope, specification or Contract Drawings and accordingly the Principal Contractor shall be responsible to ensure that the tender sum entered into Article 2 of the Construction Contract is comprehensively generated and that there are strict control of work and expenditure are observed throughout the duration of the works.

#### **440 MEASUREMENT**

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

#### **450 DAYWORK VOUCHERS**

- Before commencing work: Give reasonable notice to person countersigning daywork vouchers.
- Content: Before delivery each voucher must be:
  - Referenced to the instruction under which the work is authorised.
  - Signed by the Contractor's person in charge as evidence that the operatives' names, the time daily spent by each and the equipment and products employed are correct.
- Submit: By the end of the week in which the work has been executed.

#### **460 INTERIM VALUATIONS**

- Applications: Include details of amounts requested under the Contract together with all necessary supporting information to enable the Quantity Surveyor/Contract Administrator to make a detailed assessment against the Contract Sum entered into Article 2 of the Construction Contract.
- Submission: At least seven days before established dates.

#### **470 PRODUCTS NOT INCORPORATED INTO THE WORKS**

- Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.
- Evidence: When requested, provide evidence of freedom of reservation of title.

#### **475 LISTED PRODUCTS STORED OFF SITE**

- Evidence of Title: Submit reasonable proof that the property in 'listed items' is vested in the Contractor.
- Include for products purchased from a supplier:
  - A copy of the contract of sale and a written statement from the supplier that any conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to any encumbrance or charge.
- Include for products purchased from a supplier by a subcontractor or manufactured or assembled by any subcontractor:
  - Copies of the subcontract with the subcontractor and a written statement from the subcontractor that any conditions relating to the passing of property have been fulfilled.

#### **480 LABOUR AND EQUIPMENT RETURNS**

- Records: Provide for verification at the beginning of each week in respect of each of the previous seven days.
- Records must show:
  - The number and description of craftsmen, labourers and other persons directly or indirectly employed on or in connection with the Works or Services, including those employed by subcontractors.
  - The number, type and capacity of all mechanical, electrical and power-operated equipment employed in connection with the Works or Services

The Contractor will be required to submit a method statement with their tender submission setting out:

- Proposed sequence of works
- Site set up; accommodation, welfare, storage etc
- Material deliveries and transfer
- Parking for trades
- Outline Construction Programme

#### **END OF SECTION A32**

## **A33 QUALITY STANDARDS/CONTROL**

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### **STANDARDS OF PRODUCTS AND EXECUTIONS**

#### **MATERIALS AND ARTICLES**

- Unless stated otherwise all materials and articles are to be of new manufacture.
- Materials or articles not of UK manufacture may be required to be shown that their compliance with the prescribed standards has been demonstrated in tests by recognised authority and that replacements and spares can be obtained in the country of installation.
- Materials or articles specified to comply with the BS shall be clearly and indelibly marked with the reference specified wherever possible. Where this is impracticable, the relevant Advice/Delivery notes shall include the BS reference with which they are to comply. Provide certificates of compliance with BS when required by the Architect/Contract Administrator.
- Where more than one manufacturer is able to supply any particular material or article, obtain the whole quantity required to complete the work from one manufacturer or supplier, or obtain prior approval to multi-sourcing or to any change in source of supply.

#### **110 INCOMPLETE DOCUMENTATION**

- General: Where and to the extent that products or work are not fully documented, they are to be:
  - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
  - Suitable for the purposes stated or reasonably to be inferred from the project documents. Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

#### **120 WORKMANSHIP SKILLS**

- Operatives: Appropriately skilled and experienced for the type and quality of work.
- Registration: With Construction Skills Certification Scheme.
- Evidence: Operatives must produce evidence of skills/ qualifications when requested.

#### **130 QUALITY OF PRODUCTS**

- Generally: New. (Proposals for recycled products may be considered).
- Supply of each product: From the same source or manufacturer.
- Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.
- Tolerances: Where critical, measure a sufficient quantity to determine compliance.
- Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence. Store products appropriately and in accordance with the manufacturer's/supplier's instructions.

#### **135 QUALITY OF EXECUTION**

- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- Colour batching: Do not use different colour batches where they can be seen together.
- Dimensions: Check on-site dimensions.

- Finished work: Not defective, e.g., not damaged, disfigured, dirty, faulty, or out of tolerance.
- Location and fixing of products: Adjust joints open to view so they are even and regular.

#### **140 EVIDENCE OF COMPLIANCE**

- Proprietary products: Retain on site evidence that the proprietary product specified has been supplied.
- Performance specification: Submit evidence of compliance, including test reports indicating:
  - Properties tested.
  - Pass/ fail criteria.
  - Test methods and procedures.
  - Test results.
  - Identity of testing agency.
  - Test dates and times.
  - Identities of witnesses.
  - Analysis of results.

#### **150 INSPECTIONS**

- Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:
  - Date of inspection.
  - Part of the work inspected.
  - Respects or characteristics which are approved.
  - Extent and purpose of the approval.
  - Any associated conditions.

#### **160 RELATED WORK**

- Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:
  - Appropriately complete.
  - In accordance with the project documents.
  - To a suitable standard.
  - In a suitable condition to receive the new work.
- Preparatory work: Ensure all necessary preparatory work has been carried out.

#### **170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS**

- General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender/commencement of the Pricing Period.
- Exceptions: Submit details of changes to recommendations or instructions.
- Execution: Use ancillary products and accessories supplied or recommended by main product manufacturer.
- Products: Comply with limitations, recommendations and requirements of relevant valid certificates.

#### **180 WATER FOR THE WORKS**

- Mains supply: Clean and uncontaminated.
- Other: Do not use until:
  - Evidence of suitability is provided.
  - Tested to BS EN 1008 if instructed.



## **SAMPLES/ APPROVALS**

### **210 SAMPLES**

- Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
  - To an express approval.
  - To match a sample expressly approved as a standard for the purpose.

### **220 APPROVAL OF PRODUCTS**

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.
- Allow adequate time for approval to be given when making requests and ensure that same is properly planned in advance and fully aligned with the Principal Contractor's Construction Programme. Allow minimum of 5 working days for non-urgent queries and 48hrs for urgent matters and no extensions of time and/or reported delays/loss and expense will be accepted as a result of any failure of the Principal Contractor to conform to these timeframes. Do not order products or proceed with work for which approval is specified to be required before written approval is received.
- Raise Queries as they arise, do not wait until next visit (unless no contractual implications) Give plenty of notice for response (allow minimum of 5 working days for non-urgent queries and 48hrs for urgent matters). If external organisations and/or persons require consultation then timeframes remain outside the Design Team's control. Accordingly, Principal Contractor to allow plenty of time and forecast likely issues in plenty of time and in accordance with their Construction programme.
- Remove all temporary markings, coverings and other protective measures provided for the works, unless instructed otherwise.
- Clean the works thoroughly inside and out, remove all splashes, deposits, rubbish and surplus materials and leave in a fit condition for occupation and use.

### **230 APPROVAL OF EXECUTION**

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

## **MAINTENANCE INSTRUCTIONS AND GUARANTEES**

- Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to Architect/Contract Administrator on or before Practical Completion together with copies of Operation/Maintenance Manuals.
- Notify Architect/Contract Administrator of telephone numbers for emergency services by sub-contractors after Practical Completion.

## **ACCURACY/ SETTING OUT GENERALLY**

### **320 SETTING OUT**

- General: Submit details of methods and equipment to be used in setting out the Works.
- Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
- Inform: When complete and before commencing construction.

### **330 APPEARANCE AND FIT**

- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
  - Submit proposals; or
  - Arrange for inspection of appearance of relevant aspects of partially finished work.
- General tolerances (maximum): To BS 5606, tables 1 and 2.

### **340 CRITICAL DIMENSIONS**

- Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.
- Location: Detailed on drawings.

### **350 LEVELS OF STRUCTURAL FLOORS**

- Maximum tolerances for designed levels to be:
  - Floors to be self-finished, and floors to receive sheet or tile finishes directly bedded in adhesive: +/- 10 mm.
  - Floors to receive dry board/ panel construction with little or no tolerance on thickness: +/- 10 mm.
  - Floors to receive mastic asphalt flooring/ underlays directly: +/- 10 mm.
  - Floors to receive mastic asphalt flooring/ underlays laid on mastic asphalt levelling coat(s): +/- 15 mm.
  - Floors to receive fully bonded screeds/ toppings/ beds: +/- 15 mm.
  - Floors to receive unbonded or floating screeds/ beds: +/- 20 mm.

### **360 RECORD DRAWINGS**

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

## **SERVICES GENERALLY**

### **410 SERVICES REGULATIONS**

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

### **420 WATER REGULATIONS/ BYELAWS NOTIFICATION**

- Requirements: Notify Water Undertaker of any work carried out to (or which affects) new or existing services and submit any required plans, diagrams and details.
- Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

#### **430 WATER REGULATIONS/ BYELAWS CONTRACTOR'S CERTIFICATE**

- On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:
  - The address of the premises.
  - A brief description of the new installation and/ or work carried out to an existing installation.
  - The Contractor's name and address.
  - A statement that the installation complies with the relevant Water Regulations or Byelaws.
  - The name and signature of the individual responsible for checking compliance.
  - The date on which the installation was checked.

#### **435 ELECTRICAL INSTALLATION CERTIFICATE**

- Submit: When relevant electrical work is completed.
- Original certificate: To be lodged in the Building Manual which shall be issued on or prior to practical completion of the works in accordance with the requirements set out within the Architectural Specification and elsewhere within this preliminaries document.

#### **440 GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE**

- Before the completion date stated in the Contract: Submit a certificate stating:
  - The address of the premises.
  - A brief description of the new installation and/ or work carried out to an existing installation.
  - Any special recommendations or instructions for the safe use and operation of appliances and flues.
  - The Contractor's name and address.
  - A statement that the installation complies with the appropriate safety, installation and use regulations.
  - The name, qualification and signature of the competent person responsible for checking compliance.
  - The date on which the installation was checked.
- Certificate location: On site.

#### **445 SERVICE RUNS**

- General: Provide adequate space and support for services, including unobstructed routes and fixings.
- Ducts, chases and holes: Form during construction rather than cut.
- Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

#### **450 MECHANICAL AND ELECTRICAL SERVICES**

- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
- Building Regulations notice: Copy to be lodged in the Building Manual which shall be issued on or prior to practical completion of the works in accordance with the requirements set out within the Architectural Specification and elsewhere within this preliminaries document.

#### **SUPERVISION/ INSPECTION/ DEFECTIVE WORK**

## **510 SUPERVISION**

- General: In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.
- Evidence: Submit, including details of the person proposed, their relevant skills training and knowledge; practical experience; qualifications; membership or registration with professional bodies; employment history, work related assessments and management structure.
- Submittal date: 1 week from request.
- Replacement: Give maximum possible notice before changing person in charge or site agent.

## **520 COORDINATION OF ENGINEERING SERVICES**

- Suitability: Site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.
- Evidence: Submit when requested CVs or other documentary evidence relating to the staff concerned.

## **530 OVERTIME WORKING**

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
- –Minimum period of notice: 1 week.
- Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

## **540 DEFECTS IN EXISTING WORK**

- Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- Documented remedial work: Do not execute work which may:
  - Hinder access to defective products or work; or
  - Be rendered abortive by remedial work.
- When instructed by the Architect/Contract Administrator, submit proposals for opening up, examination and/or testing.
- Where examination and/or testing shows that the work is not in accordance with the specification and/or drawings, and measures are taken as instructed by the Architect/Contract Administrator to remedy the defective work, such measures will be at the expense of the Contractor and will not be considered as grounds for an extension of time.

## **550 ACCESS FOR INSPECTION**

- Removal: Before removing scaffolding or other facilities for access, give notice of not less than 1 week.

## **560 TESTS AND INSPECTIONS**

- Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
- Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
- Records: Submit a copy of test certificates and retain copies on site.

## **570 AIR PERMEABILITY**

- Testing organization: UKAS accredited and registered with the Air Tightness Testing and Measurement Association (ATTMA) or the Independent Air Tightness Testing Scheme (IATS).
- Method:
  - Pressure test in accordance with approved planning/Building Control conditions/stipulations.
- Standard:
  - Design airtightness value (maximum): as per approved planning Building Control conditions and as outlined in the SAP assessment carried out by the SAP assessor - m<sup>3</sup>/(h.m<sup>2</sup>).
- Results:
  - Content: Include test results and all supporting data.
  - Copies: Required for building control inspection and inclusion in Building Manual which shall be issued on or prior to practical completion of the works in accordance with the requirements set out within the Architectural Specification and elsewhere within this preliminaries document.
  - Electronic deposit: Through the ATTMA lodgement database
  - Additional copies: Provide on request.

## **580 CONTINUITY OF THERMAL INSULATION**

- Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to specification. Include:
  - The address of the premises.
  - The Contractor's name and address.
  - The name, qualification and signature of the competent person responsible for checking compliance.
  - The date on which the installation was checked.
- Submit: Before completion of the Works.
- Copy: To be lodged in the Building Manual which shall be issued on or prior to practical completion of the works in accordance with the requirements set out within the Architectural Specification and elsewhere within this preliminaries document.

## **595 ENERGY PERFORMANCE CERTIFICATE**

- Assessment: Undertaken by a member of an approved accreditation scheme. Submit details of scheme name and evidence of qualifications when requested.

## **610 PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS/ EXECUTIONS**

- Proposals: Immediately any execution or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.
- For all matters and Works undertaken not in accordance with the Contract, that subsequently require rectification, such rectification works will be at the expense of the Contractor.
- All such rectification works required will not be considered as grounds for revision of the completion date and/or any claims for loss or expense from the Contractor.

## **620 MEASURES TO ESTABLISH ACCEPTABILITY**

- General: Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g., testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:

- Will be at the expense of the Contractor.
- Will not be considered as grounds for revision of the completion date.

### **630 QUALITY CONTROL**

- Procedures: Establish and maintain to ensure that the Works, including the work of subcontractors, comply with specified requirements.
- Records: Maintain full records, keep copies on site for inspection, and submit copies on request.
- Content of records:
  - Identification of the element, item, batch or lot including location in the Works.
  - Nature and dates of inspections, tests and approvals.
  - Nature and extent of nonconforming work found.
  - Details of corrective action.

### **WORK AT OR AFTER COMPLETION**

#### **710 WORK BEFORE COMPLETION**

- General: Make good all damage consequent upon the Works.
- Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

#### **720 SECURITY AT COMPLETION**

- General: Leave the Works secure with, where appropriate, all accesses closed and locked.
- Keys: Account for and adequately label all keys and hand over together with an itemized schedule, retaining duplicate schedule signed as a receipt.

#### **730 MAKING GOOD DEFECTS**

- Remedial work: Arrange access with Contract Administrator or Employer.
- Rectification: Make arrangements with the Employer and give reasonable notice of the precise dates for access to the various parts of the works for purposes of making good defects. The Contractor should note that they may be required to carry out remedial works at any time during the Rectification Period as instructed by the Employer.
- Contractor shall note the requirements of the Employer and items within the schedule of Defects will be classified as detailed below and the Contractor must act as stipulated: -

- a) Very Urgent Defects
  - Dangerous Electrical Faults
  - Complete Lighting Failure
  - Serious Water Leaks from Tanks/Pipes
  - Faulty Door Locks

Blocked Drains  
Dangerous Structures  
Failure of Heating System (in Heating Season)  
Reglazing where its absence presents lack of security

**To be made good within 24 hours of receipt of notification.**

- b) Urgent Defects  
Failure of Hot/Cold Water Services  
Roof Leaks (Urgent)

**To be made good within 48 hours of receipt of notification.**

- c) Routine Defects  
General Electrical Faults and Television/Satellite Reception  
Reglazing  
Replacement of Unsound Flooring  
Failure of Heating System (not in Heating Season)

**To be made good within Five Working Days of receipt of notification.**

- d) Other Defects  
General Roofing Repairs (Non-Urgent)  
General Plumbing Repairs, including Heating  
Repairs to Joinery  
Repairs to Rainwater Goods  
Repairs to Internal Fittings

**To be made good within Twenty working days of receipt of notification.**

- For defects within classification A B & C notification may be by telephone, subsequently confirmed in writing/email. A note of the time, date and person accepting the message will be taken and the time of the telephone message.
- Should the Contractor fail to rectify the defects within the period stated, the Employer reserves the right to instruct a selected Contractor to immediately correct the defects and to deduct any costs incurred from any sums due or to become due to the Contractor.
- Completion: Inform the Architect/Contract Administrator when remedial works to the various parts of the Works are completed.

#### **740 HIGHWAY/ SEWER ADOPTION**

- Work to be adopted under the Highways Act, Section 38, or the Roads (Scotland) Act, Section 16 to 18, or the Water Industry Act, Section 104: Description: As per planning approval.
- Work for adoption must be:
  - Completed by the Contractor to the satisfaction of the Highway/ Sewer Authorities before the certificate stating the Works are complete is issued.
  - Subject to a Defects Liability/ Rectification Period of 12 months (see Appendix to the Contract/ Contract Particulars).
  - Maintained during the Defects Liability/ Rectification Period, including making good of damage due to reasonable wear and tear occurring during the Period and cleaning at the end of the Period, all to the satisfaction of the Highway/ Sewer Authorities.

#### **END OF SECTION A33**

## **A34 SECURITY/SAFETY/PROTECTION**

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### **SECURITY, HEALTH AND SAFETY**

#### **SITE ADMINISTRATION AND SECURITY**

- The Contractor shall provide all necessary facilities for the safeguarding of the works, materials and plant against damage and theft including those provided by nominated sub-contractors and suppliers, or others working under separate contract with the Employer. Provide all necessary watching, lighting, shelter and fuel for the security of the works and the protection of the public.

#### **110 PRECONSTRUCTION INFORMATION**

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

#### **120 EXECUTION HAZARDS**

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

#### **130 PRODUCT HAZARDS**

- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Workplace Exposure Limits.
- Common hazards: Not listed. Control by good management and site practice.

#### **140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN**

- Submission: Present to the Employer/ Client no later than 2 weeks prior to completion.
- Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
- Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.

#### **150 SECURITY**

- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
- Special requirements: None.

#### **160 STABILITY**

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



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

### **170 OCCUPIED PREMISES**

- Extent: Existing buildings will be occupied and/ or used during the Contract as follows: None.
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.

### **190 OCCUPIER'S RULES AND REGULATIONS**

- Compliance: Conform to the occupier's rules and regulations affecting the site.

### **210 SAFETY PROVISIONS FOR SITE VISITS**

- Safety: Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- Protective clothing and/ or equipment: Provide and maintain on site for visitors to the site.

### **220 WORKING PRECAUTIONS/ RESTRICTIONS**

- Hazardous areas: Operatives must take precautions as follows:
  - Work area: To be advised by Contractor.
  - Precautions: To be advised by Contractor.
- Permit to work: Operatives must comply with procedures in the following areas:
  - Work area: To be advised by Contractor.
  - Procedures: To be advised by Contractor.

## **PROTECT AGAINST THE FOLLOWING**

### **310 EXPLOSIVES**

- Use: Not permitted

### **320 NOISE CONSENT BY LOCAL AUTHORITY**

- Consent: Granted by the Local Authority under Part III of the Control of Pollution Act relating to the Works providing the following conditions are met:
- As per Local Authority guidelines.

### **330 NOISE AND VIBRATION**

- Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
- Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- Restrictions: Do not use:
  - Percussion tools and other noisy appliances without consent during out of hours working.
  - Radios or other audio equipment or permit employees to use any other forms of construction specific audible apparatus in ways or at times that may cause nuisance.

### **340 POLLUTION**

- Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
- Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

### **350 PESTICIDES**

- Use: Only where specified or approved, and then only suitable products listed on [www.pesticides.gov.uk](http://www.pesticides.gov.uk).
- Restrictions: Work near water, drainage ditches or land drains must comply with the 'Guidelines for the use of herbicides on weeds in or near watercourses and lakes'.
- Containers: Comply with manufacturer's disposal recommendations. Remove from site immediately empty or no longer required.
- Competence: Operatives must hold a BASIS Certificate of Competence, or work under supervision of a Certificate holder.

### **360 NUISANCE**

- Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
- Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

### **370 ASBESTOS CONTAINING MATERIALS**

- Duty: Report immediately any suspected materials discovered during execution of the Works.
  - Do not disturb.
  - Agree methods for safe removal or encapsulation.

### **371 DANGEROUS OR HAZARDOUS SUBSTANCES**

- Duty: Report immediately suspected materials discovered during execution of the Works.
  - Do not disturb.
  - Agree methods for safe removal or remediation.

### **375 ANTIQUITIES**

- Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the Works.
- Preservation: Keep objects in the exact position and condition in which they were found.
- Special requirements: None.

### **380 FIRE PREVENTION**

- Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
- Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by Construction Industry Publications and The Fire Protection Association (The 'Joint Fire Code').
- The contractor shall develop a fire safety strategy based around the existing fire evacuation procedure for the building including means of raising the alarm, escape routes and muster points. The contractor will be responsible for providing adequate signage and familiarisation training with regards to primary and secondary means of escape from the works area in the event of an emergency including fire, chemical alerts and bomb scares.
- The fire safety strategy should include the following information as a minimum:
  1. Reducing ignition sources and potential fuel sources
  2. means of evacuation from work areas, including those at height or within basement areas

3. means of evacuation whilst works are being undertaken in common parts and stairwells designated as emergency escape routes
  4. means of protection and evacuation of those working in confined spaces
  5. requirements for instruction and training of operatives and fire safety duty holders
  6. relocation of assembly points impacted by construction activities.
- Operatives working on-site shall take part in any fire drill organised by the contractor, client or his representatives during the period of works. The contractor is to ensure that full firefighting measures and means of escape are available within areas under the control of the contractor. Basic instructions for staff should be provided. Instructions in prevention and action in any emergency are the responsibility of the Principal Contractor.

### **390 SMOKING ON SITE**

- Smoking on site: Not permitted.

### **400 BURNING ON SITE**

- Burning on site: Not permitted.

### **410 MOISTURE**

- Wetness or dampness: Prevent, where this may cause damage to the Works.
- Drying out: Control humidity and the application of heat to prevent:
  - Blistering and failure of adhesion.
  - Damage due to trapped moisture.
  - Excessive movement.

### **420 INFECTED TIMBER/ CONTAMINATED MATERIALS**

- Removal: Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.
- Testing: carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro-organisms are within acceptable levels.

### **430 WASTE**

- Includes: Rubbish, debris, spoil, surplus material, containers and packaging.
- General: Minimize production. Prevent accumulations. Keep the site and Works clean and tidy.
- Handling: Collect and store in suitable containers. Remove frequently and dispose off site in a safe and competent manner:
  - Non-hazardous material: In a manner approved by the Waste Regulation Authority.
  - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
- Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- Waste transfer documentation: Retain on site.

### **440 ELECTROMAGNETIC INTERFERENCE**

- Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.

#### **450 LASER EQUIPMENT**

- Construction laser equipment: Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.
- Class 1 or Class 2 laser equipment: Ensure laser beam is not set at eye level and is terminated at the end of its useful path.
- Class 3A and Class 3B laser equipment: Do not use without approval and subject to submission of a method statement on its safe use.

#### **460 POWDER ACTUATED FIXING SYSTEMS**

- Use: Not permitted.

#### **470 INVASIVE SPECIES**

- General: Prevent the spread of species (e.g. plants or animals) that may adversely affect the site or Works economically, environmentally or ecologically.
- Special precautions: None.
- Duty: Report immediately any suspected invasive species discovered during execution of the Works.
  - Do not disturb.
  - Agree methods for safe eradication or removal.

#### **PROTECT THE FOLLOWING**

##### **WINTER AIDS TO BUILDING**

- It is the policy of the Employer to maintain, wherever practicable, continuity of work during inclement weather and he requires the Contractor to use constantly his best endeavours to prevent delay and do all that may reasonably be required to the satisfaction of the Architect/Contract Administrator to proceed with the works.
- The Contractor will be expected to avail himself of all reasonable means and aids to building in inclement weather and provision to overcome the effects of bad light and rain such as site lighting and shelters and should employ them if they are necessary to complete the work within the contract period.
- In judging the Contractor's entitlement to an extension of time for delays caused by inclement weather, account of the extent to which the Contractor has made use of winter building aids to overcome delays will be made.

##### **PROTECTING THE WORKS FROM INCLEMENT WEATHER**

- The Contractor shall protect the whole of the works including others working under separate contract with the Employer, and materials supplied, from injury by frost, wet, etc and provide any necessary temporary coverings, casings, etc for the purpose and making good any damage caused.

##### **CONDITION SURVEY**

- The Contractor is to photograph (extent to be agreed) and agree with the Architect/Contract Administrator the condition of the existing, boundaries, roads, lanes, storage areas and other areas which are likely to be disturbed prior to the commencement of the works. THIS IS REQUIRED BEFORE ANY WORKS COMMENCE.

#### **510 EXISTING SERVICES**

- Extreme care is to be taken when working in close proximity to electric, BT, television cables and aerials. The Contractor will be responsible for any service interruption incurred or damage caused, similarly they will be responsible for interruption or damage to any underground services.

- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- Work adjacent to services:
  - Comply with service authority's/ statutory undertaker's recommendations.
  - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
- Identifying services:
  - Below ground: Use signboards, giving type and depth;
  - Overhead: Use headroom markers.
- Damage to services: If any results from execution of the Works:
  - Immediately give notice and notify appropriate service authority/ statutory undertaker.
  - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
  - Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers' recommendations.
- Extreme care is to be taken when working in close proximity to electric, BT, television cables and aerials. The Contractor will be responsible for any service interruption incurred or damage caused, similarly they will be responsible for interruption or damage to any underground services.

## **520 ROADS AND FOOTPATHS**

- Duty: The Contractor shall maintain all public roads, paths, entrances, (including use by his own or any suppliers or sub-contractors) keeping them clear of mud and leave them on completion in the same condition as at the time of commencement of the contract to the satisfaction of the Architect/Contract Administrator or pay the proper authorities their legal charges for making good.
- The Contractor is to avoid obstruction or interruption of traffic and inconvenience to trades people and public and make good all surfaces damaged, disturbed or discoloured during the course of the Works.
- Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.

## **530 EXISTING TOPSOIL/ SUBSOIL**

- Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
- Protection: Before starting work submit proposals for protective measures.

## **540 RETAINED TREES/ SHRUBS/ GRASSED AREAS**

- Protection: Preserve and prevent damage, except those not required. Note there are trees on site portered by two TPOs – please refer to tree report.
- Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's

negligence, must be replaced with those of a similar type and age at the Contractor's expense.

#### **550 RETAINED TREES**

- Protected area: Unless agreed otherwise do not:
  - Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
  - Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.
  - Change level of ground within an area 3 m beyond branch spread.
  - Refer to tree survey and report prepared by a specialist consultant for all mitigation measures required in the duration of the works.

#### **555 WILDLIFE SPECIES AND HABITATS**

- General: Safeguard the following: Refer to planning approval for specific ecological requirements.
- Protected habitats and species: Upon discovery immediately advise. Do not proceed until instruction is received.
- Education: Ensure employees and visitors to the site receive suitable instruction and awareness training.
- Refer to ecology survey (including bats) for all mitigation measures that are required to be incorporated into the execution of the works and any seasonal implication associated with the same undertakings.

#### **560 EXISTING FEATURES**

- Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.
- Special requirements: None.

#### **570 EXISTING WORK**

- Protection: Prevent damage to existing work, structures or other property during the course of the work.
- Removal: Minimum amount necessary.
- Replacement work: To match existing.

#### **580 BUILDING INTERIORS**

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

#### **600 EXISTING FURNITURE, FITTINGS AND EQUIPMENT**

- Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstall in original positions.
- Extent: Before work in each room starts, the following will be removed: N/A.

#### **600 EXISTING FURNITURE, FITTINGS AND EQUIPMENT**

- Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstall in original positions.
- Extent: Before work in each room starts, all items will be removed, other than the following:

- N/A.

#### **610 ESPECIALLY VALUABLE/ VULNERABLE ITEMS**

- Protection: Ensure provision and maintenance of special protective measures to prevent damage to the following: N/A.
- Method statement: Submit within one week of request describing special protection to be provided.

#### **620 ADJOINING PROPERTY**

- Agreement: Access to and/ or use of the following has been agreed with adjacent owners:
- N/A.
- Permission: Obtain as necessary from other owners if requiring to erect scaffolding on or otherwise use adjoining property.

#### **620 ADJOINING PROPERTY**

- Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property.

#### **625 ADJOINING PROPERTY RESTRICTIONS**

- Precautions:
  - Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
  - Pay all charges.
  - Remove and make good on completion or when directed.
- Damage: Bear cost of repairing damage arising from execution of the Works.

#### **630 EXISTING STRUCTURES**

- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:
  - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
  - Do not remove until new work is strong enough to support existing structure.
  - Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.
- Standard: Comply with BS 5975 and BS EN 12812.

#### **640 MATERIALS FOR RECYCLING/ REUSE**

- Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
- Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.

#### **RADIOS, SMOKING AND INTOXICATING SUBSTANCES**

- No smoking will be permitted on site.
- Radios will not be permitted on site.
- No alcohol or intoxicating substances will be permitted on site. Personnel under the influence of any intoxicating substances will be barred from the site.

**END OF SECTION A34**



## **A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING**

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### **110 SCOPE**

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

### **120 DESIGN CONSTRAINTS**

- Details: None

### **130 METHOD/ SEQUENCE OF WORK**

- Specific Limitations: Include the following in the programme: None

### **140 SCAFFOLDING**

- Scaffolding: Make available to subcontractors and others at all times.

### **160 USE OR DISPOSAL OF MATERIALS**

- Specific limitations: None
- Fixing: The term fixing when used in connection with fixing goods and materials supplied by the Employer shall include for unloading, storing, hoisting and returning packing materials to the Employer's supplier.
- The Contractor shall check the quantity and condition of all items handed to him and shall inform the Architect/Contract Administrator and the supplier in writing of any discrepancy.
- Any items broken, damaged or lost after delivery will be supplied by the Employer subject to the cost of such replacement being refunded to the Employer by the Contractor.
- The cost of removal of damaged items or replacement shall be borne by the Contractor together with any incidental expenses.

### **170 WORKING HOURS**

- Specific limitations:  
Monday to Friday 0730 to 1800  
No Saturday, Sunday or Bank Holidays working

### **WORK OUTSIDE NORMAL HOURS**

- Obtain prior permission from the Architect/Contract Administrator to carry out work outside normal working hours which will also be subject to any establishment regulations, special restrictions, etc.
- In the event of overtime, etc being required by the Architect/Contract Administrator, instructions will be given in writing and the Contractor will be required to submit detailed returns weekly.

### **VEHICLE PARKING**

- Car parking facilities will be limited to the site.
- 

### **180 COMPLETION IN SECTIONS OR IN PARTS**

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

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

**END OF SECTION A35**

## **A36 FACILITIES/TEMPORARY WORK/SERVICES**

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### **GENERALLY**

#### **110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES**

- Location: Give notice and details of intended siting.
- Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

### **ACCOMMODATION**

#### **210 ROOM FOR MEETINGS**

- Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices.
- Furniture and Equipment: Provide table and chairs for 6 people.

#### **220 SITE ACCOMMODATION**

- Purpose: Site office and meeting rooms.
- Facilities: Provide and obtain approval of suitable lockable temporary accommodation and facilities for site operatives.

#### **230 TEMPORARY ACCOMMODATION**

- Accommodation made available by the Employer: The following may be used for the duration of the Contract without charge provided that:
  - It is used solely for the purposes of carrying out the Works.
  - The use to which it is put does not involve undue risk of damage.
  - Any temporary adaptations are approved by or on behalf of the Employer before being carried out.
  - It is vacated on completion of the Works or determination of the Contract.
  - When vacated, its condition is at least equivalent to its condition at the start of the Contract.

#### **230 TEMPORARY ACCOMMODATION**

- Provide suitable temporary accommodation for site meetings, adequately heated and lit, with table and chairs. The room may be part of the Contractor's own site office, or, alternatively, provide an adequately sized separate Contractor's Site Office.
- The Contractor shall be responsible for compliance with the provisions of the Offices, Shops and Railway Premises Act 1963 or any order or regulation made the render so far as such apply to the said office.
- Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to starting on site.
- Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.
- The Contractor shall pay any rates and taxes levied by the Rating Authority upon such temporary structures as the Contractor is required to provide.

#### **230 TEMPORARY ACCOMMODATION**

- Facilities: Sanitary accommodation will be provided for the duration of the Contract as follows: Site operative and visitors.

## **TEMPORARY WORKS**

### **320 TEMPORARY WORKS**

- Employer's specific requirements: Provide: All temporary works required to complete the works in accordance with HSE guidelines.
- The Contractor shall obtain the Architect/Contract Administrator's approval to the suitability and siting of all temporary works and is to allow for moving and adapting from time to time as necessary and for clearing away and making good on completion.

### **TEMPORARY ROADS, HARDSTANDINGS, CROSSINGS, ETC**

- The Contractor shall provide and maintain all temporary roads and hardstanding complete with adequate temporary drainage, as necessary for the efficient execution of the works and reinstate all works disturbed on completion. Provide and maintain temporary crossings to public footpaths, etc, light same as required, and reinstate all works disturbed on completion.
- Should the Contractor use the hardcore or other foundations or new permanent road, paved areas, etc as temporary roads he must reinstate any damage caused with similar materials to finish at the required levels.

### **330 TEMPORARY PROTECTION TO EXISTING TREES/ VEGETATION**

- Temporary protection: Provide before starting work in accordance with the planning approval.

### **340 NAME BOARDS/ ADVERTISEMENTS**

- Name boards/ advertisements: Site signboard is permitted.
- Directional signage for deliveries as required.
- The Contractor should note that other nameboards or advertising will be on the approval/permission of the Employer.

## **SERVICES AND FACILITIES**

### **410 LIGHTING**

- Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.

### **420 LIGHTING AND POWER**

- Supply: Electricity from the existing mains may be used for the Works.
- Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

### **425 GAS**

- Supply: N/A
- Continuity: N/A

### **430 WATER**

- Supply: The existing mains may be used for the Works.
- Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

#### **440 TELEPHONES**

- Temporary on-site telephone: Provide as soon as practicable after the start on site for joint use by the Contractor and Subcontractors and pay all charges.
- Responses: Make arrangements (e.g., an external bell) to ensure that incoming calls are answered promptly.

#### **440 MOBILE TELEPHONES**

- Direct communication: As soon as practicable after the start on site:
  - provide the Contractor's person in charge with a mobile telephone.
  - pay all charges reasonably incurred.

#### **470 E-MAIL AND INTERNET FACILITY**

- General: As soon as practicable after the start on site provide a suitable e-mail facility on site, with a separate dedicated telephone line, for the use of the Contractor, Subcontractors and other members of the project team.
- Use on behalf of Employer: Allow for the cost of a reasonable number of transmissions made by other members of the project team.

#### **520 USE OF PERMANENT HEATING SYSTEM**

- Permanent heating installation: May be used for drying out the Works/ services and controlling temperature and humidity levels.
- Installation: If used:
  - Take responsibility for operation, maintenance and remedial work.
  - Arrange supervision by and indemnification of the appropriate Subcontractors.
  - Pay all costs arising.

#### **530 BENEFICIAL USE OF INSTALLED SYSTEMS**

- Permanent systems: Unless specific permission is given by the Employer and installer, do not use for any purpose other than running in, testing and commissioning.
- Other uses: If permission is given for any other use of a system before the Works are accepted as complete, enter into a separate written agreement recording details of the terms and conditions of use.

#### **540 METER READINGS**

- Charges for service supplies: Where to be apportioned ensure that:
  - Meter readings are taken by relevant authority at possession and/ or completion as appropriate.
  - Copies of readings are supplied to interested parties.

#### **550 THERMOMETERS**

- General: Provide on-site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

#### **570 PERSONAL PROTECTIVE EQUIPMENT**

- General: The Contractor is to provide industrial safety helmets to BS 5240 and safety footwear with steel toe protection for all employees on site and all other authorised persons on the site who could be in danger of a head or foot injury, and the Contractor is to use his best endeavours to ensure that helmets and footwear are worn, when necessary, by staff,

employees, visitors and all Sub-Contractors on site. Provide H&S equipment for the sole use of other members of the project team.

#### **DRYING AND CLEANING**

- Dry out the works as necessary to facilitate the progress and satisfactory completion of the works, including the work of others employed direct.

#### **TEMPERATURE AND HUMIDITY**

- Provide and maintain the necessary equipment, fuel and attendance for drying and controlling the humidity of the works. When the permanent heating installation is complete, tested and ready for operation, the Architect/Contract Administrator may grant permission to the Contractor for the use of the permanent heating installation to dry and control the humidity of the works.
- Should the Contractor elect to use the permanent installation for the purposes described above, this shall not affect nor diminish his responsibility to maintain suitable temperature and humidity levels.

#### **END OF SECTION A36**

## **A37 OPERATION/MAINTENANCE OF THE FINISHED WORKS**

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### **GENERALLY**

#### **DOCUMENTS REQUIRED BY THE EMPLOYER**

- Assist in producing information and hand over to the Architect/Contract Administrator all documents relating to: As installed drawings, Plant operating instructions, Guarantees, etc as required by the electrical or mechanical specifications.

#### **110 THE BUILDING MANUAL**

- Purpose: The Manual is to be a comprehensive information source and guide for owners and users of the completed Works. It should provide an overview of the main design principles and describe key components and systems to enable proper understanding, efficient and safe operation and maintenance.
- Scope:
  - Part 1: General: Content as clause 120.
  - Part 2: Fabric: Content as clause 130.
  - Part 3: Services: Content as clause 140.
  - Part 4: The Health and Safety File: Content as clause 150.
  - Part 5: Building User Guide: Content as clause 151.
- Responsibility: The Building Manual is to be produced by the Contractor and must be complete no later than 2 weeks prior to completion and the submission of the same to the Employer shall be a prerequisite of achieving Practical Completion of the Works as it relates to the safe occupation and operation for the completed Works.
- Information provided by others: Details: None.
- Compilation:
  - Prepare all information for Contractor designed or performance specified work including as-built drawings.
  - Obtain or prepare all other information to be included in the Manual.
- Reviewing the Manual: Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorised.
- Final copies of the Manual:
  - Number of copies: Two.
  - Format: Hard copy and PDF (electronic).
  - Latest date for submission: 2 weeks before the date for completion stated in the contract.
- As-built drawings and schedules:
  - Number of copies: Two.
  - Format: Hard copy and PDF (electronic).

#### **115 THE HEALTH AND SAFETY FILE**

- Responsibility: The Contractor.
- Content: Obtain and provide the following information: As required by the Principal Designer and Building Control.
- Format: Hard copy and PDF (electronic)
- Delivery to: Employer By (date): 2 weeks prior to completion. The submission of the same to the Employer shall be a prerequisite of achieving Practical Completion of the Works as it relates to the safe occupation and operation for the completed Works.

#### **120 CONTENT OF THE BUILDING MANUAL PART 1: GENERAL**

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

- Index: list the constituent parts of the manual, together with their location in the document.
- The Works:
  - Description of the buildings and facilities.
  - Ownership and tenancy, where relevant
  - Health and Safety information –other than that specifically required by the Construction (Design and Management) Regulations.
- The Contract:
  - Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.
  - Overall design criteria.
  - Environmental performance requirements
  - Relevant authorities, consents and approvals.
  - Third party certification, such as those made by “competent” persons in accordance with the Building Regulations
- Operational requirements and constraints of a general nature:
  - Maintenance contracts and contractors.
  - Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors location of emergency alarm and firefighting systems, services, shut off valves switches, etc.
  - Emergency procedures and contact details in case of emergency.
- Description and location of other key documents.
- Timescale for completion: no later than 2 weeks prior to completion. The submission of the same to the Employer shall be a prerequisite of achieving Practical Completion of the Works as it relates to the safe occupation and operation for the completed Works.

### **130 CONTENT OF THE BUILDING MANUAL PART 2: BUILDING FABRIC**

- Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:
- Detailed design criteria, including:
  - Floor and roof loadings.
  - Durability of individual components and elements.
  - Loading restrictions.
  - Insulation values.
  - Fire ratings.
  - Other relevant performance requirements.
- Construction of the building:
  - A detailed description of methods and materials used.
  - As-built drawings recording the construction, together with an index.
  - Information and guidance concerning repair, renovation or demolition/deconstruction.
- Periodic building maintenance guide chart.
- Inspection reports.
- Manufacturer’s instructions index, including relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.
- Fixtures, fittings and components schedule and index.
- Guarantees, warranties and maintenance agreements –obtain from manufacturers, suppliers and subcontractors.
- Test certificates and reports required in the specification or in accordance with legislation, including:
  - Air permeability.
  - Resistance to passage of sound.



- Continuity of insulation.
  - Electricity and Gas safety.
- Other specific requirements: To be advised by Building Control and Building Warranty provider.
- Timescale for completion: no later than 2 weeks prior to completion. The submission of the same to the Employer shall be a prerequisite of achieving Practical Completion of the Works as it relates to the safe occupation and operation for the completed Works.

#### **140 CONTENT OF THE BUILDING MANUAL PART 3: BUILDING SERVICES**

- Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:
- Detailed design criteria and description of the systems, including:
  - Services capacity, loadings and restrictions
  - Services instructions.
  - Services log sheets.
  - Manufacturers' instruction manuals and leaflets index.
  - Fixtures, fittings and component schedule index.
- Detailed description of methods and materials used.
- As-built drawings for each system recording the construction, together with an index, including:
  - Diagrammatic drawings indicating principal items of plant, equipment and fittings
  - Record drawings showing overall installation
  - Schedules of plant, equipment, valves, etc. describing location, design performance and unique identification cross referenced to the record drawings.
  - Identification of services –a legend for colour coded services.
- Product details, including for each item of plant and equipment:
  - Name, address and contact details of the manufacturer.
  - Catalogue number or reference
  - Manufacturer's technical literature, including detailed operating and maintenance instructions.
  - Information and guidance concerning dismantling, repair, renovation or decommissioning.
- Operation: A description of the operation of each system, including:
  - Starting up, operation and shutting down
  - Control sequences
  - Procedures for seasonal changeover
  - Procedures for diagnostics, troubleshooting and fault finding.
- Guarantees, warranties and maintenance agreements –obtain from manufacturers, suppliers and subcontractors.
- Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations –including:
  - Electrical circuit tests.
  - Corrosion tests.
  - Type tests.
  - Work tests.
  - Start and commissioning tests.
- Equipment settings: Schedules of fixed and variable equipment settings established during commissioning.
- Preventative maintenance: Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems

- Lubrication: Schedules of all lubricated items
- Consumables: A list of all consumable items and their source.
- Spares: A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when replacements are required.
- Emergency procedures for all systems, significant items of plant and equipment.
- Annual maintenance summary chart.
- Timescale for completion: no later than 2 weeks prior to completion. The submission of the same to the Employer shall be a prerequisite of achieving Practical Completion of the Works as it relates to the safe occupation and operation for the completed Works.

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

- Content: obtain and provide the following, including all relevant details not included in other parts of the manual, including:
  - residual hazards and how they have been dealt with
  - hazardous materials used
  - information regarding the removal or dismantling of installed plant and equipment
  - health and safety information about equipment provided for cleaning or maintaining the structure;
  - the nature, location and markings of significant services,
  - information and as-built drawings of the structure, its plant and equipment
- Timescale for completion: no later than 2 weeks prior to completion. The submission of the same to the Employer shall be a prerequisite of achieving Practical Completion of the Works as it relates to the safe occupation and operation for the completed Works.
- Submit to: Contract Administrator.

#### **151 CONTENT OF THE BUILDING MANUAL PART 5: THE BUILDING USER GUIDE**

- Content: Obtain and provide the following:
  - Building services information.
  - Emergency information.
  - Energy & environmental strategy.
  - Water use.
  - Transport facilities.
  - Materials & waste policy.
  - Re-fit/ re-arrangement considerations.
  - Reporting provision.
  - Training.
  - Links & references.
- Transport facilities. Materials & waste policy.

#### **160 PRESENTATION OF BUILDING MANUAL**

- Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
- Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
- As-built drawings: The main sets may form annexes to the Manual.

## **230 SPARE PARTS**

- General: Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock for maintenance of the services installations.
- Content: Include in the priced schedule for:
  - Manufacturers' current prices, including packaging and delivery to site.
  - Checking receipts, marking and numbering in accordance with the schedule of spare parts.
  - Referencing to the plant and equipment list in Part 3 of the Building Manual.
  - Painting, greasing, etc. and packing to prevent deterioration during storage.
- Latest date for submission: with Building Manual.

## **250 TOOLS**

- General: Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing.
- Quantity: Two complete sets.
- Time of submission: At completion.

## **END OF SECTION A37**

## **A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF**

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### **110 MANAGEMENT AND STAFF**

- The Contractor shall ensure that all general cost items in relation to management and staff through the course of the Works shall have been accurately pre ascertained as entered Tender return and therefore accounted for, in full, within the Contract Sum entered into Article 2 of the Construction Contract.

### **END OF SECTION A40**

## **A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMODATION**

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### **110 SITE ACCOMMODATION**

- Details: Site accommodation required or made/not made available by the Employer. See section A36.
- The Contractor shall ensure that all general cost items in relation to site accommodation through the course of the Works shall have been accurately pre ascertained as entered Tender return and therefore accounted for, in full, within the Contract Sum entered into Article 2 of the Construction Contract.

### **TEMPORARY ACCOMMODATION FOR USE OF CONTRACTOR**

- The Contractor shall provide temporary welfare buildings for shelter from inclement weather, accommodation for clothing, accommodation for meals, and sanitary conveniences to a standard not less than that laid down in the rules and regulations referred to in general matters – Safety, Health and Welfare – also for temporary sheds, offices, workshops, etc as may be necessary for the works.
- The Contractor may erect a security fence 2.0m high of chain link fencing around the area he requires for storage of materials and siting of huts etc, should they choose to do so. The site is to be reinstated to its original condition on completion of the Contract including removing all temporary buildings, fences, roads, paths etc.
- Temporary fencing is at the discretion of the Contractor and is not an Employer's requirement.
- In connection with temporary welfare buildings the Contractor shall provide and maintain suitable sanitary equipment.
- Sleeping accommodation will not be permitted on the site.

### **TELEPHONES FOR USE OF THE CONTRACTOR**

- The Contractor shall ensure a telephone reception is available on site.

### **END OF SECTION A41**

## **A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES**

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### **110 SERVICES AND FACILITIES**

- Details: Services or facilities required or made/not made available by the Employer. See section A36.
- The Contractor shall ensure that all general cost items in relation to services and facilities through the course of the Works shall have been accurately pre ascertained and therefore accounted for, in full, within the Contract Sum entered into Article 2 of the Construction Contract.

### **NATIONAL WORKING RULES FOR THE BUILDING INDUSTRY**

- The Contractor is to comply with the national working rules of the building industry as agreed by the National joint Council for The Building Industry, together with any additions and variations applying to the South West Region.

### **TRAFFIC REGULATIONS**

- The Contractor shall acquaint themselves with all traffic regulations affecting the works and shall comply therewith and shall be responsible for the observance of this condition by his sub-contractors.

### **HEALTH, SAFETY AND WELFARE**

- The Contractor shall ensure that all safety and welfare measures required under or by virtue of the provisions of any enactment, or regulation, or the working rules of any industry are strictly complied with.
- The nature and condition of the site/buildings cannot be fully and certainly ascertained before they are opened up.
- The accuracy and sufficiency of this information is not guaranteed by the Employer or Architect/Contract Administrator and the Contractor must ascertain for themselves any information he may require to ensure the safety of all persons and the Works.
- The Contractor shall be responsible for all matters of Health, Safety and Welfare relative to this Contract during the Contract period.

### **REMOVING RUBBISH, PROTECTIVE CASINGS AND CLEANING**

- The Contractor shall clear up and cart away all rubbish as it accumulates during the progress of the works, and on completion clear away all surplus materials, scaffolding and plant, clean the building inside and out, washing all floors and pavings as necessary, removing all spots, splashes and stains and leave every part of work in a sound and perfect condition free from all defects whatsoever and to the entire satisfaction of the Architect/Contract Administrator.
- The Employers expectation on completion shall be a 'sparkle' not builders standard clean.
- Under no circumstances will any burning of rubbish or materials be allowed. All materials must be removed to an approved tip.

### **WATER FOR THE WORKS**

- The Contractor may utilise the existing supply and usage will be paid by the Employer. Readings should be carried out with the Architect/Contract Administrator at commencement and Practical Completion. Excessive use or waste will be paid by the Contractor.

### **LIGHTING AND POWER FOR THE WORKS**

- The Contractor may utilise the existing supply and usage will be paid by the Employer. Readings should be carried out with the Architect/Contract Administrator at commencement and Practical Completion. Excessive use or waste will be paid by the Contractor.

### **LABOUR ON COSTS**

- The Contractor shall allow for all costs in respect of workpeople for the following which for convenience in pricing are given separately.
  - National Insurances and Pensions
  - Redundancy Payment
  - Annual and Public Holidays
  - Guaranteed time
  - Non-Productive time and other expenses in connection with overtime
  - Transport of workpeople
  - Incentive and Bonus Payments
  - Any other disbursements arising from the Employment of Labour

### **SUB-CONTRACTORS**

- The Contractor must mark-out all builders' work shown dimensioned on drawings. Sub-contractors will be responsible for 'marking out' all builders' work in connection with their Sub-Contract works with the exception of builder's work shown dimensioned on drawings.

### **GENERAL ATTENDANCE ON SUB CONTRACTORS**

- General attendance on Sub-Contractors shall be allowed for here and shall comprise the following: -
  - Provision of temporary road, footpaths, tracks, crossings and hardstanding.
  - Use of standing scaffolding and standing mechanical hoisting facilities (including necessary operatives and provision of fuel)
  - Provision of adequate messrooms, sanitary accommodation and welfare facilities
  - Provision of space for office and workshop accommodation, and for storage of plant and materials
  - Provision of water.
  - Provision of temporary lighting during usual working hours.
  - Provision of socket outlets to within 15m of any work position, and electric current of plug-in hand tools rated up to 3kW each.
  - Provision of protection to materials/articles after fixing.
  - Clearing away rubbish.
  - Use of telephone (excluding cost of calls).
- General attendance on Contractors employed direct by the employer shall be allowed for here and shall comprise the following: -
  - Reasonable use of temporary roads, footpaths, tracks, crossings and hardstanding.

- Use of standing scaffolding and standing mechanical hoisting facilities (including necessary operative and provision of fuel).
- Use of available messrooms, sanitary accommodation and welfare facilities.
- Provision of space for office and workshop accommodation and for storage of plant and materials.
- Provision of water.
- Use of available temporary lighting during usual working hours.
- Provision of socket outlets to within 15m of any work position, and supply of electricity for plug in hand tools rated up to 3kW each.

#### **WORKS BY STATUTORY AUTHORITY/UNDERTAKERS**

- Where works to be executed or materials or goods to be supplied by a local authority or statutory undertaker solely in pursuance of its statutory obligations the Architect/Contract Administrator will issue instructions in accordance with the Conditions of Contract.

#### **END OF SECTION A42**



## **A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT**

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### **110 MECHANICAL PLANT**

- The Contractor shall ensure that all general cost items in relation to mechanical plant through the course of the Works shall have been accurately pre ascertained in the tender return and therefore accounted for, in full, within the Contract Sum entered into Article 2 of the Construction Contract.

### **PLANT, TOOL AND VEHICLES**

- Provide all plant (including scaffolding and mechanical hoisting facilities), tools and vehicles for execution of the works. Make available for use of Sub-Contractors as specified in Section A42 – General Attendance.

### **END OF SECTION A43**

## **A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS**

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### **110 TEMPORARY WORKS**

- Details: Services or facilities required or made/not made available by the Employer. See section A36.
- The Contractor shall ensure that all general cost items in relation to temporary works through the course of the Works shall have been accurately pre ascertained within the tender and therefore accounted for, in full, within the Contract Sum entered into Article 2 of the Construction Contract.

### **TEMPORARY FENCING, HOARDING, SCREENS, GANTRIES, ETC**

- The Contractor shall provide all necessary fencing, guards, barriers, hoardings, fans, planked footways, gantries and all other safeguards necessary for protecting the public, and for the proper execution of the works, and for meeting any requirements of the Local Authority.
- Allow for securing, watching and lighting all places that may be dangerous, for protecting open trenches, etc, by properly fencing off the works.

### **CONTRACTOR'S DESIGN**

- Contractor's Design Responsibility:  
The Contractor should note warranties for design development and specification will be sought from sub-contractors and suppliers where appropriate. This has been identified necessary for the following, but may be extended to include others.
  - Electrical, Plumbing & Heating Installations (including solar PV)
  - Steel Connections
- The details of warranties the Contractor can provide for these works is to be submitted to the Architect within two weeks of receipt of tenders.

### **END OF SECTION A44**

## **A50 WORK/PRODUCTS BY/ON BEHALF OF THE EMPLOYER**

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### **110 WORK BY/ ON BEHALF OF EMPLOYER**

- Title: TBC
- Description of work: As above.
- Carried out by: To be confirmed by Employer.
- Attendance: Allow for the following additional to those reasonably required by the conditions of contract: Contractor to provide attendance only.

### **120 PRODUCTS PROVIDED BY/ ON BEHALF OF EMPLOYER**

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

### **END OF SECTION A50**

## **A53 WORK BY STATUTORY AUTHORITIES/UNDERTAKERS**

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### **110 WORK BY STATUTORY UNDERTAKERS**

- Item: Utilities.
- Description of work: Water/Gas/Electricity/Drainage/Telecoms.
- Provisional Sum: TBC
- Allow for builders work and general attendance.

### **END OF SECTION A53**

## **A56 ADVANCE PROCUREMENT**

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### **110 FIXING**

- Scope: Items procured in advance to not include for Main Contractor's receiving, unloading, handling, storing, returning packing, hoisting into position and fixing, which must be allowed for in the appropriate work section.

### **END OF SECTION A56**