



WHITCHURCH TOWN HALL
RE-ROOFING WORKS
PRELIMINARIES AND SCHEDULE OF WORK
JUNE 2021

SECTION 1 – PRELIMINARIES & GENERAL CONDITIONS

A10 PROJECT PARTICULARS

110 THE PROJECT

- Name: Whitchurch Town Hall re-roofing works.
- Location: Newbury Street, Whitchurch, Hampshire, RG28 7DW.
- Length of contract: to be agreed.

120 EMPLOYER (CLIENT)

- Name: Whitchurch Town Council
- Address: as above.
- Contact: Sarah Weir, Clerk.
- Telephone: 01256 892107
- Email: clerk@whitchurch-hampshire-tc.gov.uk.

130 PRINCIPAL CONTRACTOR (CDM)

- Name: the appointed main contractor.

140 CONTRACT ADMINISTRATOR

- Name: TBA

150 PRINCIPAL DESIGNER:

- Name: The contract administrator, as above.

A11 TENDER AND CONTRACT DOCUMENTS

110 TENDER DRAWINGS

- The tender drawings are:
19.19.07/B 01 – proposed re-roofing works
19.19.08 – dormer repairs

120 CONTRACT DRAWINGS

- The Contract Drawings: The same as the tender drawings.

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.

A12 THE SITE/ EXISTING BUILDINGS

110 THE SITE

- Description: the site is limited to the building's footprint plus a frontal area as far as the brick paver line approximately 2.8m from the front wall and to the width of the building; the land to the rear and sides is under separate private ownership and the client will obtain access to erect scaffold. The roof to the neighbouring shop in the northern wing of the building may form part of

this contract; the works to this roof are to be priced separately.

210 PARKING

- There is no on-site parking, and on-street parking is restricted.

215 SITE AREA

- The paved forecourt area is available for the contractor's use (see schedule of work for screening and enclosure of works area).

220 USE OF THE SITE

- Limitations: the site is tight with very limited space for materials storage.

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 but an asbestos survey will be carried out to check whether existing underlay contains asbestos.

250 SITE VISIT

- Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- Arrangements for visit: via the clerk (but no appointment necessary for external viewing).

A13 DESCRIPTION OF THE WORK

120 THE WORKS

- Description: replacement of tiled roof coverings, partial leadwork replacement, new rainwater goods.

A20 JCT MINOR WORK BUILDING CONTRACT (MW 2016)

JCT MINOR WORKS BUILDING CONTRACT 2016

- The Contract: JCT Minor Works Building Contract 2016 Edition, including amendments current at the date of tender invitation.
- Requirement: Allow for the obligations, liabilities and services described.

THE ARTICLES

2 – CONTRACT SUM

- To be agreed.

3 - ARCHITECT/ CONTRACT ADMINISTRATOR

- Architect/ Contract Administrator: See clause A10/140.

4 - PRINCIPAL DESIGNER

- See clause A10/150.

5 - PRINCIPAL CONTRACTOR

- See clause A10/130

CONTRACT PARTICULARS

Fifth Recital and Schedule 2 - BASE DATE

- Base date: tender return date.

Fifth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)

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

Sixth Recital - CDM REGULATIONS

- The project is notifiable.

Seventh Recital - FRAMEWORK AGREEMENT

- Not applicable

Eighth Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

- Collaborative working: Provision 1 applies.
- Health and safety: Provision 2 applies.
- Cost savings and value improvements: Provision 3 applies.
- Sustainable development and environmental considerations: Provision 4 applies.
- Performance indicators and monitoring: Provision 5 does not apply.
- Notification and negotiation of disputes: Provision 6 applies. Where paragraph 6 applies, the respective nominees of the parties are:
 - Employer's nominee: Whitchurch Town Council.
 - Contractor's nominee: TBC.

Or such replacement as each party may notify to the other from time to time.

Article 7 - ARBITRATION

- Article 7 and Schedule 1 apply.

Clause 2.3 - COMMENCEMENT AND COMPLETION

- Date for Commencement of the Works: TBA.
- Date for Completion: TBA.

Clause 2.9 - LIQUIDATED DAMAGES

- At the rate of £500 per week or part thereof.

Clause 2.11 - RECTIFICATION PERIOD

- Period: 12 months from the date of practical completion.

Clause 4.3 - PERCENTAGE OF THE TOTAL VALUE OF THE WORK ETC.

- Prior to practical completion: 95%.
- On or after practical completion: 97.5%.

Clause 4.3 and 4.8 - FLUCTUATIONS.

- Does not apply.

Clause 4.8.1 - SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED

- Period: 3 months from the date of practical completion.

Clause 5.3 - CONTRACTOR'S PUBLIC LIABILITY INSURANCE -

- Insurance cover (for any one occurrence or series of occurrences arising out of one event): not less than £10 million.

Clauses 5.4, 5.5 and 5.6 - INSURANCE OF THE WORKS ETC - ALTERNATIVE

PROVISIONS

- Clause 5.5 (Works and existing structures insurance by Employer in Joint Names) applies.

Clauses 5.4 and 5.5 - PERCENTAGE TO COVER PROFESSIONAL FEES

- Addition: 15 per cent.

Clause 7.2 - ADJUDICATION

- Nominating body: Royal Institution of Chartered Surveyors (RICS).

Schedule 1 paragraph 2.1 - ARBITRATION

- Appointor of Arbitrator (and of any replacement): President or a Vice president of the: RICS.

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

EXECUTION

- The Contract: Will be executed under hand.

MAIN CONTRACT TENDERING

110 SCOPE

- General: These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.

145 TENDERING PROCEDURE

- Arithmetical errors: the contractor will be given the opportunity to correct any errors before tender acceptance, but the tender may not then be accepted.

160 EXCLUSIONS

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

170 ACCEPTANCE OF TENDER

- Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non acceptance will be given.
- Costs: No liability is accepted for any cost incurred in the preparation of any tender.

190 PERIOD OF VALIDITY

- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than three months.
- Date for possession/ commencement: See section A20.

PRICING/ SUBMISSION OF DOCUMENTS

250 PRICED DOCUMENTS

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

310 TENDER

- General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Content: Submit the following information within one week of request:
 - Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
 - Details of the management structure and responsibilities.
 - Arrangements for issuing health and safety directions.
 - Procedures for informing other contractors and employees of health and safety hazards.
 - Emergency procedures including those for fire prevention and escape.
 - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
 - Arrangements for welfare facilities.
 - Procedures for ensuring that all persons on site have received relevant health and safety information and training.
 - Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
 - Review procedures to obtain feedback.
- Submit with tender.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

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.

200 SUBSTITUTION OF PRODUCTS

- Products: If an alternative product to that specified, of an equivalent specification/performance/standard, 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.

DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

- All documents will be issued in PDF format.

440 DIMENSIONS

- Scaled dimensions: Do not rely on – contact CA for detailed dimensions and in respect of any discrepancies.

A32 MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION

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

120 INSURANCE

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

130 INSURANCE CLAIMS

- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.
- Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

140 CLIMATIC CONDITIONS

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

150 OWNERSHIP

- Alteration/ clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

PROGRAMME/ PROGRESS

210 PROGRAMME

- Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
 - Planning and mobilisation by the Contractor
 - Subcontractor's work.
 - Running in, adjustment, commissioning and testing of all engineering services and installations.
 - Work resulting from instructions issued in regard to the expenditure of provisional sums.
 - Work by others concurrent with the Contract.
 - Record progress against each of the KPIs. If performance against KPI falls short of target, submit proposals for remediation.

260 SITE MEETINGS

- General: Site meetings will be held on site at agreed intervals to review progress and other matters arising from administration of the Contract. The CA will chair meetings and issue minutes.

310 EXTENSIONS OF TIME

- Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.
 - Details: As soon as possible submit:
 - Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
 - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
- All other relevant information required.

CONTROL OF COST

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.

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.

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

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.

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: Without defects, 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.

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

- General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
- Changes to recommendations or instructions: Submit details.
- Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
- Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

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.

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.

ACCURACY/ SETTING OUT GENERALLY

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.

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

525 ACCESS

- Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.

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.

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.
- 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.

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

120 EXECUTION HAZARDS

- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: The design of the project includes the following:
 - Hazard: working at height and over public spaces.
 - Precautions assumed: fully screened scaffold; monitored working practices; agreed construction phase plan of works.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the CA no later than one week before commencement.
- Confirmation: Do not start construction work until the CA 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 the 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: safety of users of north wing, i.e, residential premises and shop

160 STABILITY

- Responsibility: Maintain the stability and structural integrity of the Works and scaffold during the Contract.
- Design loads: design scaffold to carry materials loads in accordance with proposed working arrangement, in view of limited site storage availability.

170 OCCUPIED PREMISES

- Extent: the council offices will be in use throughout the works.
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.

220 WORKING PRECAUTIONS/ RESTRICTIONS

- Hazardous areas: Operatives must take precautions as follows:
 - Work area: all perimeter.
 - Precautions: scaffold to be fully sheeted to prevent materials and tools falling.

221 COVID-19

- **The works are to be carried out fully in accordance with Government guidance and rules on working practices during COVID-19 and the Site Operating Procedures published by the Construction Leadership Council current at the time of commencement, and as updated during the works. Any instance of coronavirus symptoms being reported by site operatives or contractor staff visiting site, and any positive test results, are to be immediately reported to the client representatives and the CA.**

PROTECT AGAINST THE FOLLOWING

330 NOISE AND VIBRATION

- Restrictions: Do not use:
 - Radios or other audio equipment or permit employees to use them outside vans or welfare facilities.

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.

380 FIRE PREVENTION

- Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
- Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').

390 SMOKING ON SITE

- Smoking on site: Not permitted.

400 BURNING ON SITE

- Burning on site: Not permitted.

410 MOISTURE

- Wetness or dampness: Prevent, where this may cause damage to the Works or the building. In particular, the roofing works are to be planned and executed so as to minimise the risk of water ingress during the works, including provision of temporary weathering as required.

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.
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- Waste transfer documentation: Retain on site.

PROTECT THE FOLLOWING

520 ROADS AND FOOTPATHS

- Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of debris.
- Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.

560 EXISTING FEATURES

- Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features.

580 BUILDING INTERIORS

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

625 ADJOINING PROPERTY RESTRICTIONS

- Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

ACCOMMODATION

230 TEMPORARY ACCOMMODATION

- To be included: temporary wc for site use.

A54 PROVISIONAL WORK/ ITEMS

110 PROVISIONAL SUMS

See schedule of work – items in bold print.

590 CONTINGENCIES

SEE ALLOWANCE IN SCHEDULE OF WORK .

PRELIMINARIES TOTAL COSTS

Allow here for the total of all preliminaries costs in relation to the work to the town council building only.

Allow here the extra over preliminaries costs if the neighbouring property is included in the contract works.