

PRELIMINARIES (dated 27-8-21)

A1 THE PROJECT GENERALLY

A10 PROJECT PARTICULARS

110 THE PROJECT:

Name: Proposed alteration and refurbishment of three floors of Normanton Town Hall for Normanton Town Council.

Nature: Proposed alteration and refurbishment of three floors of Normanton Town Hall

Location: High Street, Normanton, West Yorkshire, WF6 2DZ

Timescale for completion of the construction work: Start on site: - October 2021, completion of works as soon as possible in One Phase. Contractors to propose optimum programme.

Works comprises set up site compound, careful demolition and alteration of various parts of the building to three floors, installation of an external ramp, new automatic doors to inner entrance door lobby, a lift serving three floors (basement, ground floor and first floor), refurbishment and upgrade of several rooms on three floors, and new Mechanical & Electrical works. Contractor to allow Client working access for 5 staff throughout the scheme.

120 EMPLOYER (CLIENT):

Normanton Town Council, High Street, Normanton, West Yorkshire, WF6 2DZ

127 THE PRINCIPAL CONTRACTOR:

To be agreed

140 ARCHITECTS:

DMS Architecture, First Floor, The Old Police Station, High Street, Normanton, West Yorkshire, WF6 2AL

147 Principal Designer

Steve Banks Associates, Office S14, Milthorpe House, Monckton Road, Wakefield, WF2 7AS

150 QUANTITY SURVEYORS:

Tim Howe Consultancy Ltd, 50 The Balk, Walton, Wakefield, West Yorkshire, WF2 6JU.

160 STRUCTURAL ENGINEERS:

Woodside Consulting Engineers Ltd, 53 Brethergate, Westwoodside, Doncaster, South Yorkshire, DN9 2AA

170 M&E ENGINEERS

Shearstone Mechanical Building Services Consultancy, 16 Ash Close, Brecks, Rotherham, South Yorkshire, S65 3DX

A11 TENDER AND CONTRACT DOCUMENTS

- 110 THE TENDER DRAWINGS are as appended to the tender issue email
- 120 THE CONTRACT DRAWINGS will be the same as the tender drawings.
- 160 THE PRE-TENDER HEALTH AND SAFETY PLAN is to be issued during the tender period

A12 THE SITE/EXISTING BUILDINGS

- 110 THE SITE: Normanton Town Council, Normanton Town Hall, High Street, Normanton, West Yorkshire, WF6 2DZ
- 115 THE EXISTING BUILDING(S):
The works is mainly within the existing building other than the external ramp
- 140 EXISTING MAINS/SERVICES:
Existing Water, Gas & Electricity services are available into the Site.
- 171 SITE INVESTIGATION: Please refer to tender documentation.
- 200 ACCESS TO THE SITE:
Access to the site is entered via entrance off the High Street.
- 210 PARKING of the Contractor's and employees' vehicles must be within the confines of the site, however some parking may be available to the rear of the site. To be discussed with the successful Contractor.
- 220 USE OF THE SITE:
Do not use the site for any purpose other than carrying out the Works.
- 280 SITE VISITS: In preparing his Tender the Contractor is deemed to have ascertained the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

A13 DESCRIPTION OF THE WORK

- 120 THE WORK:
Comprises the construction works as shown on the Drawings and is described in the Tender Summary and Schedule of Works detailed later in this Document together with information from the Consultant Engineer and M&E Consultant.

A20 THE CONTRACT

- 720 BUILDING WORKS FORM OF CONTRACT: The form of contract will be the Intermediate JCT Standard Building Contract without quantities (2016 Edition) incorporating amendments. Allow for the obligations, liabilities and services described within the JCT SBC XQ amendments, as enclosed in the tender documents.

THE RECITALS

1st Recital

The work comprises the works at Normanton Town Council, Normanton Town Hall, High Street, Normanton, West Yorkshire, WF6 2DZ

2nd Recital

The references to "a Specification" will be deleted.

3rd Recital

The references to "Contract Specification" and "Schedule of Rates" will be deleted

4th Recital

Contractors Industries Scheme: status of the Employer: see Contract Particulars.

5th Recital

CDM Regulations: status of project: see Contract Particulars.

6th Recital

Framework Agreement: see Contract Particulars

7th Recital

Supplemental Provisions: see Contract Particulars

THE ARTICLES

Article 1

Contractors Obligations

Article 2

Contract Sum: To be Agreed

Article 3

Architect: See section A10.

Article 4

Principal Designer: See section A10.

Article 5

Principal Contractor: See section A10.

Article 6

Dispute or difference - Adjudication

Nominator of Adjudicator: See Contract Particulars

Article 7

Dispute or difference - Arbitration

Appointer of Arbitrator: See Contract Particulars

Article 8

Dispute or difference - Legal proceedings

THE CONTRACT PARTICULARS

Fourth Recital and Schedule 2 (paragraphs 1.1,1.2, 1.5,1.6, 2.1 & 2.2)	Base Date	10 Days before submission of Tender
Fourth Recital and clause 4.2	Construction Industry Scheme (CIS)	Employer at the Base Date is not a "contractor" for the purposes of the CIS
Fifth Recital	CDM Regulations	the project is Notifiable
Sixth Recital	Framework Agreement	Not Applicable
Seventh Recital	Supplemental Provisions	
	Collaborative working	Paragraph 1 applies
	Health and safety	Paragraph 2 applies
	Cost savings and value Improvements	Paragraph 3 applies
	Sustainable developments and environmental considerations	Paragraph 4 applies
	Performance indicators and monitoring	Paragraph 5 does not apply
	Notification and negotiation of disputes	Paragraph 6 applies
		Employer's nominee The Architect
		Contractor's nominee The Managing Director
Article 7	Arbitration	Article 7 and Schedule1 (Arbitration) apply
1.1	CDM Planning Period	shall mean the period

		of 14 days
		ending on the Date of Commencement of the Works
2.2	Date for Commencement	To be agreed anticipated October 2021
2.2	Date for Completion	Contractor to
	programme for agreement by Client and ensuring minimum disruption to the Client's current business.	
2.8	Liquidated Damages	at the rate of £1000 per week
2.10	Rectification Period	Twelve months from the date of practical completion
2.19	Contractor Design Portion	for M&E
4.3	Percentage of the total value of works etc	95 per cent
4.4	Percentage of total ditto	97.5 per cent
4.8	Interim Payments	within 28 days
4.8.1	Supply of documentation for computation of amount to be finally certified	Three months
4.11 and Schedule 2	Contribution, levy and	Not Applicable To be Deleted
4.11 and Schedule 2 (paragraph 13)	Percentage addition for Fluctuations Option	Not Applicable
5.3.2	Contractor's insurance injury to persons or property insurance cover (for any one occurrence or series of occurrences arising out of one event)	£ 5,000,000
5.4A, 5.4B and 5.4C	Insurance of the Works etc - alternative provisions	Clause 5.4C applies Joint names
5.4A.1 and 5.4B.1.2	Percentage to cover professional fees	Not Applicable

7.2	Adjudication	The Adjudicator is: (see below)
	Nominator of Adjudicator	President or a Vice-President or Chairman or a Vice-Chairman of : the RIBA
Schedule 1 (paragraph 2.1)	Arbitration	
	Appointer or Arbitrator (and of any replacement)	President or a Vice-President of: the RIBA

THE ATTESTATION

This Contract is to be executed: under hand

THE CONDITIONS

Section 1 Definitions and Interpretations

- 1.1 Definitions
- 1.2 Agreement etc to be read as a whole
- 1.3 Headings, references to persons, legislation etc
- 1.4 Reckoning periods of days
- 1.5 Contracts (rights of Third Parties) Act 1999
- 1.6 Giving or service of notices and other documents
- 1.7 Applicable law

Section 2 Carrying out the Works

- 2.1 Contractor's obligations
- 2.2 Commencement and completion
- 2.3 Architect/ Contract Administrator's duties
- 2.4 Correction of inconsistencies
- 2.5 Divergences from Statutory Requirements
- 2.6 Fees or charges legally demandable
- 2.7 Extension of time
- 2.8 Damages for non-completion
- 2.9 Practical completion
- 2.10 Defects
- 2.11 Certificate of making good

Section 3 Control of the Works

- 3.1 Assignment
- 3.2 Person-in-charge
- 3.3 Sub-letting
- 3.4 Architect/ Contract Administrator's Instructions
- 3.5 Non-compliance with instructions
- 3.6 Variations

- 3.7 Provisional Sums
- 3.8 Exclusion from the Works
- 3.9 CDM Regulations – Undertakings to comply
- 3.10 Appointment of successors

Section 4 Payment

- 4.1 VAT
- 4.2 Construction Industry Scheme (CIS)
- 4.3 Progress payments and retention
- 4.4 Interim payments on and after practical completion
- 4.5 Notice of amounts to be paid and deductions
- 4.6 Failure to pay amount due
- 4.7 Contractor's right of suspension
- 4.8 Final certificate
- 4.9 Failure to pay final amount
- 4.10 Fixed price
- 4.11 Contribution, levy and tax changes

Section 5 Injury, Damage and Insurance

- 5.1 Liability of Contractor – personal injury or death
- 5.2 Liability of Contractor – Injury or damage to property
- 5.3 Contractor's insurance of his liability
- 5.4A Insurance of the Works by Contractor in Joint Names
- 5.4B Insurance of existing structures and the Works by Employer in Joint Names
- 5.4C Insurance of existing structures by Employer in own name
- 5.5 Evidence of Insurance

Section 6 Termination

- 6.1 Meaning of Insolvency
- 6.2 Notices under section 6
- 6.3 Other rights, reinstatement
- 6.4 Default by Contractor
- 6.5 Insolvency of Contractor
- 6.6 Corruption
- 6.7 Consequences of termination under clauses 6.4 to 6.6
- 6.8 Default by Employer
- 6.9 Insolvency of Employer
- 6.10 Termination by either Party
- 6.11 Consequences of termination under clauses 6.8 to 6.10

Section 7 Settlement of Disputes

- 7.1 Mediation
- 7.2 Adjudication
- 7.3 Arbitration

THE SCHEDULES

Schedule 1 (see Clause 7.3) Arbitration

Schedule 2 (see Clause 4.11) Fluctuations Option – Contribution, levy and tax changes

Schedule 3 Supplemental Provisions

A30 TENDERING/SUBLETTING/SUPPLY

MAIN CONTRACT TENDERING

110 SCOPE: These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.

121 TENDERING PROCEDURE will be in accordance with the principles of the 'Code of Procedure for Single Stage Selective Tendering' 1996, except as follows: Tender to be negotiated as agreed

PRICING/SUBMISSION OF DOCUMENTS

310 SPECIFICATION WITHOUT QUANTITIES: Where and to the extent that quantities are not included in the specification, 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.

320 PRICING OF SPECIFICATION: Alterations and qualifications to the specification must not be made without the written consent of the Architect/QS. Tenders containing unauthorised alterations or qualifications may be rejected. Costs relating to items in the specification which are not priced will be deemed to have been included elsewhere in the tender.

340 ERRORS IN THE PRICED SPECIFICATION will be dealt with in accordance with the 'Code of Procedure for Single Stage Selective Tendering' 1996

360 THE PRICED ACTIVITY SCHEDULE is not included, please provide a price list as per the Architects scope of works shown on the drawings

480 PROGRAMMES: The Contractor's proposed programme as specified in Section A32 or a summary thereof showing the sequence and timing of the principal parts of the Works, periods for planning and design and itemising any work which is excluded must be submitted as soon as possible to the CA for his consideration

500 TENDER STAGE METHOD STATEMENTS must be submitted to the Client describing how and when the Contractor proposes and undertakes to carry out the works

551 HEALTH AND SAFETY INFORMATION: A statement must be submitted to the Client describing the organisation and resources which the contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of subcontractors and of any person who may be affected by the works, including:

- A copy of the contractor's health and safety policy document, including risk assessment procedures.

- Accident and illness records for the past five years.
- Records of previous Health and Safety Executive enforcement action.
- Records of training and training policy.
- The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

570 AN OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

must be submitted to the Principal Designer and is to include the following:

- Method statements related to the construction hazards identified in the pre-tender health and safety plan and/or statements on how the hazards will be addressed and other significant hazards identified by the contractor.
- 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.
- Selection procedures for ensuring competency of other contractors, the self-employed and designers.
- Procedures for communications between the project team, other contractors and site operatives.
- Arrangements for co-operation and co-ordination between contractors.
- Procedures for carrying out risk assessment and for managing and controlling the risk.
- 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 any training.
- Arrangements for consulting with and taking the views of people on site.
- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- Review procedures to obtain feedback.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

- 120 CA means the person nominated in the Contract as Architect or Contract Administrator or his authorised representative.
- 130 IN WRITING: When required to advise, notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.
- 140 APPROVAL (and words derived therefrom) means the approval in writing of the CA unless specified otherwise.
- 150 PRODUCTS means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the Works.

180 CROSS-REFERENCES TO THE SPECIFICATION:

- Where a numerical cross-reference to a specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.
- Where a numerical cross-reference is not given the relevant section(s) and clause(s) of the specification will apply, cross-reference thereto being by means of related terminology.
- Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.
- The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which he may discover.

210 BRITISH STANDARD PRODUCTS: Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product 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 specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. In advance of ordering notify the CA of all such substitutions and, when requested, submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.

220 REFERENCES TO BSI DOCUMENTS are to the versions and amendments listed in the BSI Standards Catalogue

280 FIX ONLY means all labours in unloading, handling, storing and fixing in position, including use of all plant.

290 SUPPLY AND FIX: Unless stated otherwise all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete.

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

410 ADDITIONAL COPIES OF DRAWINGS: Two copies of drawings (not counting any certified copy of the Contract Drawings) will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Contractor.

430 ADDITIONAL COPIES OF SPECIFICATION: After execution of the Contract, two copies of the Specification will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but will be charged to the Contractor.

440 DIMENSIONS: The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the Architect any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.

460 THE SPECIFICATION: All sections of the specification must be read in conjunction with Main Contract Preliminaries/ General conditions.

A32 MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION: Accept responsibility for co-ordination, supervision and administration of the Works, including all subcontracts. Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work.

120 INSURANCES: Before starting work on site submit documentary evidence and/or policies and receipts for the insurances required by the Conditions of Contract.

130 INSURANCE CLAIMS: 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, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice.

140 CLIMATIC CONDITIONS: Keep an accurate record of:

- Daily maximum and minimum air temperatures (including overnight).
- Delays due to adverse weather, including description of the weather, type(s) of work affected and number of hours lost.

160 HARDCORE: Brick rubble or other hard materials arising from the work may be reused as hardcore, subject to compliance with specification.

PROGRAMME/PROGRESS

205 ANTICIPATED PROGRAMME DATES: See Contract Appendix Section A20

211 PROGRAMMES:

- As soon as possible and before starting work on site prepare in an approved form a master programme for the Works, which must make allowance for:
 - Design and production information provided by the Contractor/Subcontractors/Suppliers, including inspection and checking
 - Planning and mobilisation by the Contractor
 - 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
- 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 from his programme and confirm this when submitting the programme.

230 SUBMISSION OF PROGRAMMES will not relieve the Contractor of his responsibility to advise the CA of the need for further drawings or details or instructions in accordance with the terms of the Conditions of Contract.

- 240 COMMENCEMENT OF WORK: Inform the CA at least 10 working days before the proposed date for commencement of work on site.
- 250 MONITORING: Record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.
- 260 CA'S SITE MEETINGS:
- The CA will hold regular site meetings to review progress and other matters arising from the administration of the Contract.
 - Ensure the availability of accommodation at the time of such meetings.
 - Attend all meetings and inform subcontractors and suppliers when their presence is required.
 - The CA will chair the meetings and take and distribute minutes.
- 264 CONTRACTOR'S PROGRESS REPORT: Submit a progress report to the CA 3 days prior to each CA's site meeting. 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.
 - Any requirements for further drawings or details or instructions to enable the CA to fulfil his obligations under the terms of the Conditions of Contract.
- 270 CONTRACTOR'S SITE MEETINGS: Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.
- 290 NOTICE OF COMPLETION: Give CA at least 2 weeks' notice of the anticipated dates of Practical Completion of the whole or parts of the Works.
- 300 ADVERSE WEATHER: Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.
- 310 EXTENSIONS OF TIME: When a notice of the cause of any delay or likely delay in the progress of the Works is given under Contract, written notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the CA:
- 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, and
 - All other relevant information required by the CA.
- 320 DISTURBANCE OF REGULAR PROGRESS: Any application under the Contract in respect of direct loss and/or expense must be made as soon as practicable and with (or to be followed by) the requisite supporting information so as to afford the CA the opportunity to issue instructions designed (according to the circumstances) to minimise or avoid that loss and/or expense.

CONTROL OF COST

- 420 **EXISTING WORK:** The extent and location of renewal of existing work must be agreed, at least on a provisional basis, with the CA before the work is started. Remove existing work in ways which will reasonably minimise the amount of removal and renewal.
- 432 **PROPOSED INSTRUCTIONS:** If the CA issues details of a proposed instruction with a request for an estimate of cost, submit such an estimate without delay and in any case within 3 days. The estimate must include:
- A detailed breakdown of the cost including any allowance for direct loss and expense.
 - Details of any additional resources which may be required.
 - Details of any adjustments which may have to be made to the programme for the Works.
 - Any other information as is reasonably necessary for the CA to fully assess the implications of issuing such an instruction.
- Inform the CA immediately if it is not possible to comply with any of the above requirements.
- 440 **MEASUREMENTS:** Give reasonable notice to the CA or Quantity Surveyor before covering up work which the CA / Quantity Surveyor requires to be measured.
- 460 **INTERIM VALUATIONS:** At least 3 working days before the end of each established period for interim valuations submit to the Quantity Surveyor details of amounts due under the Contract together with all necessary supporting information.
- 471 **UNFIXED MATERIALS:** At the time of each valuation disclose to the Quantity Surveyor which of the unfixed materials and goods on site are free from, and 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. When requested provide evidence of freedom from reservation of title.
- 476 **LISTED OFF-SITE MATERIALS OR GOODS:** Payment of Materials and Goods Off-Site will not be included within Interim Valuations except by special agreement between the parties

A33 QUALITY STANDARDS/CONTROL**MATERIALS AND WORK GENERALLY**

- 110 **GOOD PRACTICE:** Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:
- Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and
 - In accordance with relevant good building practice.
- 120 **GENERAL QUALITY OF PRODUCTS:**
- Products to be new unless otherwise specified.

- For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by CA.
- Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by CA.
- Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance.
- Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together.
- If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.

130 PROPRIETARY PRODUCTS:

- Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform CA if these conflict with any other specified requirement. Submit copies to CA when requested.
- The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturers' literature current at the time of Tender
- Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform CA and do not place orders for or use the affected products without further instructions.
- Where British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

140 CHECKING COMPLIANCE OF PRODUCTS: Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:

- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- All accessories and fixings which should be supplied with the goods have been supplied.
- Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The products are clean, undamaged and otherwise in good condition.
- Any products which have a limited shelf life are not out of date.

150 PROTECTION OF PRODUCTS:

- Prevent over-stressing, distortion and any other type of physical damage.
- Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work.
- Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off

the ground and allow free air movement around and between stored products.

- Prevent excessively high or low temperatures and rapid changes of temperature in the products.
- Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
- Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
- Keep different types and grades of products separately and adequately identified.
- So far as possible keep products in their original wrappings, packings or containers, until immediately before they are used.
- Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.
- Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.

160 SUITABILITY OF RELATED WORK AND CONDITIONS: Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, ensure that:

- Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.
- All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.
- The environmental conditions are suitable, particularly that the building is suitably weathertight when internal components, services and finishes are installed.

170 GENERAL QUALITY OF WORKMANSHIP:

- Operatives must be appropriately skilled and experienced for the type and quality of work.
- Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
- Inspect components and products carefully before fixing or using and reject any which are defective.
- Fix or lay securely, accurately and in alignment.
- Where not specified otherwise, select fixing and jointing methods and types, sizes and spacings of fastenings in compliance with section Z20. Fastenings to comply with relevant British Standards.
- Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not overtighten fixings.
- Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.
- Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval.

180 BS 8000: BASIC WORKMANSHIP:

- Where compliance with BS 8000 is specified, this is only to the extent that the recommendations therein define the quality of the finished work.
- Where BS 8000 gives recommendations on particular working methods or other matters which are properly within the province and responsibility of the

Contractor, compliance therewith will be deemed to be a matter of general industry good practice and not a specific requirement of the CA under the Contract.

- If there is any conflict or discrepancy between the recommendations of BS 8000 on the one hand and the project documents on the other, the latter will prevail.

190 WATER FOR THE WORKS: Clean and uncontaminated. If other than mains supply is proposed provide evidence of suitability. Test to BS 3148 if instructed.

SAMPLES/APPROVALS

210 APPROVAL OF PRODUCTS: Where approval of a product is specified the requirement for approval relates to a sample of the product and not to the product as used in the Works. Submit a sample or other evidence of suitability. Do not confirm orders or use the product until approval of the sample has been obtained. Retain approved sample in good, clean condition on site. Ensure that the product used in the Works matches the approved sample.

230 APPROVALS: Where and to the extent that products or work are specified to be approved or the CA instructs or requires that they are to be approved, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics either:

- To the express approval of the CA or
- To match a sample expressly approved by the CA as a standard for the purpose.

240 APPROVALS: Inspection or any other action by the CA must not be taken as approval of products or work unless the CA so confirms in writing in express terms 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.

ACCURACY/SETTING OUT GENERALLY

321 SETTING OUT: Check the levels and dimensions of the site against those shown on the drawings, and record the results on a copy of the drawings. Notify CA in writing of any discrepancies and obtain instructions before proceeding.

322 SETTING OUT: Inform CA when overall setting out is complete and before commencing construction.

340 APPEARANCE AND FIT:

- Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that

there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.

- Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.
- Without prejudice to the above and unless specified otherwise, tolerances will (where applicable) be not greater than those given in BS 5606, Tables 1 and 2.

370 LEVELS OF STRUCTURAL FLOORS: Refer to the Specification document.

380 RECORD DRAWINGS: Record details of all grid lines, setting-out stations, bench marks and profiles on the site setting-out drawing. Retain on site throughout the contract and hand to CA on Completion.

SERVICES GENERALLY

410 SERVICES REGULATIONS: Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.

SUPERVISION/INSPECTION/DEFECTIVE WORK

510 SUPERVISION: 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.

515 CO-ORDINATION OF ENGINEERING SERVICES: The 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 services, one with another and each in relation to the Works generally. Submit to the CA, when requested, CVs or other documentary evidence relating to the staff concerned.

520 PERSON-IN-CHARGE: Give maximum possible notice to CA before changing the person-in-charge or site agent.

530 ACCESS FOR CA: 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.

555 ACCESS FOR INSPECTION: Give CA not less than 5 working days' notice before removing scaffolding or other facilities for access.

560 TIMING OF TESTS AND INSPECTIONS: Agree dates and times of tests and inspections with CA several days in advance, to enable the CA and other affected parties to be present. On the previous working day to each

such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.

565 TEST CERTIFICATES: Submit a copy of each certificate to CA as soon as practicable and keep copies of all certificates on site.

570 PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/PRODUCTS:

- As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract, or appear that they may not be in accordance, submit proposals to CA for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- Such proposals may be unacceptable to the CA, and he may issue contrary instructions.

580 MEASURES TO ESTABLISH ACCEPTABILITY: 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, and
- will not be considered as grounds for extension of time.

590 QUALITY CONTROL: Establish and maintain procedures to ensure that the Works, including the work of all subcontractors, comply with specified requirements. Maintain full records, keep copies on site for inspection by the CA, and submit copies of particular parts of the records on request. The records must include:

- Identification of the element, item, batch or lot including location in the Works.
- The nature and dates of inspections by the Contractor or CA, tests and approvals.
- The nature and extent of any nonconforming work found.
- Details of any corrective action.

WORK AT OR AFTER COMPLETION

610 GENERALLY:

- Make good all damage consequent upon the work.
- Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.
- Clean the works thoroughly inside and out including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work.
- Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction.
- Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufactures.
- Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

- 640 SECURITY AT COMPLETION: Leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.
- 650 MAKING GOOD DEFECTS: Make arrangements with the CA and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform CA when remedial works to the various parts of the Works are completed.

A34 SECURITY/SAFETY/PROTECTION

GENERALLY

- 110 THE PRE-TENDER HEALTH AND SAFETY PLAN is to be issued during the Tender Process
- 120 THE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN, developed from the above Pre-Tender Health and Safety Plan must be submitted to the CA not less than 10 working days before the proposed date for start of construction work. Do not start construction work until the Employer has confirmed in writing that in his view the Construction Phase Health and Safety Plan includes the procedures and arrangements required by CDM Regulation 15(4).
- 125 HSE APPROVED CODES OF PRACTICE: Comply with the following:
- Management of health and safety at work.
 - Managing construction for health and safety.
- 130 SECURITY: Adequately safeguard the site, the Works, products, materials, plant, and any existing buildings affected by the works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining properly.
- 140 STABILITY: Accept responsibility for the stability and structural integrity of the works during the Contract, and support as necessary. Prevent overloading: details of design loads may be obtained from CA.
- 170 EMPLOYER'S REPRESENTATIVES SITE VISITS:
Inform the CA in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or his representatives when visiting the site. Provide protective clothing and/or equipment for the Employer and his representatives as appropriate.

PROTECT AGAINST THE FOLLOWING:

- 221 NOISE:
- Comply generally with the recommended BS 5228: Part 1, clause 9.3 for minimising noise levels during the excavation of the works.

- Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
 - Do not use pneumatic drills and other noisy appliances without consent of the CA.
 - Do not use or permit employees to use radios or other audio equipment in ways or at times which may cause nuisance.
- 230 POLLUTION: Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways. If pollution occurs inform the appropriate Authorities and the CA without delay and provide them with all relevant information.
- 236 USE OF PESTICIDES will not be permitted.
- 240 NUISANCES: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.
- 250 ASBESTOS BASED MATERIALS: Report immediately to the CA any suspected asbestos based materials discovered during demolition/excavation work. Avoid disturbing such materials. Agree with the CA methods for safe removal or encapsulation.
- 260 FIRE PREVENTION: Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Building Employers Confederation and the Loss Prevention Council.
- 263 FIRE PREVENTION: Smoking will not be permitted on the site except in designated areas which must be carefully controlled, equipped with firefighting equipment and receptacles for the safe disposal of smoker's materials and inspected to guard against risk of fire.
- 265 BURNING ON SITE of materials arising from the work will not be permitted.
- 270 WATER: Prevent damage from storm and surface water. (Items for keeping the site and excavations free of water are given elsewhere).
- 280 MOISTURE: Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent:
- Blistering and failure of adhesion.
 - Damage due to trapped moisture.
 - Excessive movement.
- 290 WASTE:
- Remove rubbish, debris, surplus material and spoil regularly and keep the site and Works clean and tidy.
 - Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.
 - Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.
 - Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations.

- Retain waste transfer documentation on site.

PROTECT THE FOLLOWING:

- 410 **WORK IN ALL SECTIONS:** Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.
- 420 **EXISTING SERVICES:**
- Notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations.
 - Before starting work check positions of existing mains/services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners.
 - Observe service authority's recommendations for work adjacent to existing services.
 - Adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or other owners.
 - If any damage to services results from the execution of the Works, notify CA and appropriate service authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor's liability.
 - Replace any marker tapes or protective covers disturbed during site operations to the service authority's recommendations.
- 430 **ROADS AND FOOTPATHS:** Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising.
- 450 **EXISTING FEATURES:** Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features which are to remain in position during the execution of the Works.
- 481 **ADJOINING PROPERTIES:** Prevent trespass of workpeople. Take all reasonable precautions to prevent damage to adjoining property. Obtain permission as necessary from the owners if requiring to erect scaffolding on or otherwise use adjoining property, and pay all charges. Remove and make good on completion or when directed. Bear the cost of repairing any damage arising from execution of the Works.
- 490 **EXISTING STRUCTURES:**
- Provide and maintain during the execution of the Works all incidental shoring, strutting, needling and other supports as may be necessary to preserve the stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.

A37 OPERATION/MAINTENANCE OF THE FINISHED BUILDING

113 THE HEALTH AND SAFETY FILE is an information source and guide for the Employer and end users providing an understanding of the building and its systems and enabling it to be operated and maintained safely. Provide the CDM Co-Ordinator, with 2 copies of the information required below not less than 2 weeks before Practical Completion.

- Details of construction methods and materials which may present significant residual hazards with respect to cleaning, maintenance or demolition for all Contractor designed and performance specified work.
- A full description of each of the building services systems installed, written to ensure that the Employer's staff fully understand the scope and facilities provided.
- Operating and maintenance instructions for all equipment and systems installed.

Copies of manufacturers current technical literature and COSHH dated data sheets for all materials, plant and equipment selected by the Contractor.

- General maintenance instructions for all items of Contractor designed or performance specified work.

As-built drawings recording details of construction for all Contractor designed and performance specified work.

121 THE BUILDING MANUAL PART 1: GENERAL INFORMATION must include:

- A description of the buildings.
- Details of ownership and all consultants and designers.
- Details of all Authorities plus copies of all consents and approvals obtained.
- Names, addresses, telephone and fax numbers of all contractors, subcontractors, suppliers and manufacturers.
- Any operational requirements and constraints of a general nature which are not relevant to other parts of the Building Manual.
- The fire safety strategy for the buildings(s) including drawings showing emergency escape routes, location of emergency and firefighting systems, services shut-off valves, switches, etc.

132 THE BUILDING MANUAL PART 2: BUILDING FABRIC INFORMATION: Provide such information as is reasonably required by the CDM Co-ordinator including:

- Details of construction methods and materials which may present significant residual hazards with respect to cleaning, maintenance or demolition for all Contractor designed work and performance specified work.
- As-built drawings recording details of construction for all Contractor designed work and performance specified work.
- Copies of manufacturers current literature for all products for which the particular proprietary brand has been chosen by the Contractor, including COSHH dated data sheets and manufacturers recommendations for cleaning and maintenance.
- Copies of all guarantees, warranties and maintenance agreements offered by subcontractors and manufacturers.
- Copies of all test certificates and reports required in the specification.

143 THE BUILDING MANUAL PART 3: BUILDING SERVICES INFORMATION must include:

- A full description of each of the systems installed, written to ensure that the Employers staff fully understand the scope and facilities provided.
 - A description of the mode of operation of all systems including services capacity and restrictions.
 - Diagrammatic drawings of each system indicating principal items of plant, equipment, valves etc.
 - Legend for all colour-coded services.
 - Schedules (system by system) of plant, equipment, valves, etc., stating their locations, duties and performance figures. Each item must have a unique number cross-referenced to the record and diagrammatic drawings and schedules.
 - The name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
 - Manufacturers technical literature for all items of plant and equipment, assembled specifically for the project, excluding irrelevant matter and including detailed drawings, electrical circuit details and operating and maintenance instructions.
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- A copy of all Test Certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests) for the installations and plant, equipment, valves, etc., used in the installations.
 - A copy of all manufacturers guarantees, warranties and maintenance agreements offered by subcontractors and manufacturers.
 - Starting up, operating and shutting down instructions for all equipment and systems installed.
 - Control sequences for all systems installed.
 - Schedules of all fixed and variable equipment settings established during commissioning.
 - Procedures for seasonal changeovers.
 - Recommendations as to the preventative maintenance frequency and procedures to be adopted to ensure the most efficient operation of the systems.
 - Lubrication schedules for all lubricated items.
 - A list of normal consumable items.
 - A list of recommended spares to be kept in stock by the Employer, being those items subject to wear or deterioration and which may involve the Employer in extended deliveries when replacements are required at some future date.
 - Procedures for fault finding.
 - Emergency procedures, including telephone numbers for emergency services.

151 PRESENTATION OF BUILDING MANUAL: The Manual is to be contained in a series of A4 size, plastic 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, are to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings. The main set(s) of as-built drawings may form annex(es) to the Manual.

Tender Summary and Schedule of Works

See Attached Schedule of works

TOTAL VALUE OF CONTRACTOR'S TENDERED WORKS £.....