**RBKC** 

# CHUMS Resource Centre Works - Henry Dickens Court

Materials & Workmanship 13-12-2023

Refurbishment of existing storage area to create a community hub for residents who are digitally vulnerable.

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# A10 Project particulars

#### **Clauses**

#### 110 The Project

- 1. Name: CHUMS Resource Centre Works Henry Dickens Court
- 2. Nature: Change of use / Refurbishment
- 3. Location: Henry Dickens Court, London, W11 4DH
- 4. Timescale for construction work: 10 weeks

#### 120 Employer (client)

- 1. Name: Royal Borough of Kensington & Chelsea
- 2. Address: Kensington Town Hall, Hornton Street, London W8 7NX
- Contact: Namratha Mohan
   Telephone: 07929850455
- 5. Email: namratha.mohan@rbkc.gov.uk

#### 140 Architect/ contract administrator

- 1. Name: Rider Levett Bucknall
- 2. Address: The Shard, 32 London Bridge Street, SE1 9SG
- 3. Contact: Robbie Brindley
- 4. Telephone: 020 3457 0160
- 5. Email: robbie.brindley@uk.rlb.com

#### 150 Principal designer

- 1. Name: Robbie Brindley
- 2. Address: The Shard, 32 London Bridge Street, SE1 9SG
- Contact: Robbie Brindley
   Telephone: 020 3457 0160
- 5. Email: robbie.brindley@uk.rlb.com

O Fnd of Section

## **Tender and contract documents**

#### **Clauses**

#### 160 Pre-construction information

1. Format: The pre-construction information is described in these Preliminaries in section A34. It refers to information given elsewhere in the Preliminaries, specification, drawings and associated documents.

## The site/ existing buildings

#### **Clauses**

#### 110 The site

1. Description: CHUMS Resource Centre - Henry Dickens Court

#### 120 Existing buildings on/ adjacent to the site

1. Description: Residential flats on the estate.

#### 220 Use of the site

1. General: Do not use the site for any purpose other than carrying out the Works.

#### 240 Health and safety hazards

- 1. 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:
- 2. 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.
- 3. Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

#### 250 Site visit

1. Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

## **Description of the work**

#### **Clauses**

#### 120 The works

1. Description: The works comprise the refurbishment and change of use of the existing storage area to the ground floor of Marley House on the Henry Dickens Estate.

## Tendering/ subletting/ supply

#### **Main contract tendering**

#### 110 Scope

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

#### 160 Exclusions

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

#### 170 Acceptance of tender

- 1. 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.
- 2. 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 4 weeks.
- Date for possession/ commencement: See section A20.

#### Pricing/ submission of documents

#### 250 Priced documents

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

#### 310 Tender

1. 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.

#### 480 Programme

1. Programme of work: Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemize any work which is excluded.

#### 490 Information release schedule

- 1. Compatibility with programme: At the same time as submitting the proposed programme or summary, confirm that it is compatible with the Information Release Schedule.
- 2. Alternative proposals: If any part of the programme is not compatible with the Schedule submit alternative proposals and reasons for varying the times for release of information.

#### 510 Alternative method tenders

- 1. General: In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.
- 2. Alternative tenders: Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.
- 3. Safety method statement: Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
- 4. Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.

#### 530 Substitute products

- 1. Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
- Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

#### 540 Quality control resources

- Statement: Describe the organisation and resources to control the quality of the Works, including the work of subcontractors.
- 2. QA staff: Identify in the statement the number and type of staff responsible for quality control, with details of their qualifications and duties.

#### 550 Health and safety information

- 1. Content: Describe the organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- 2. Include
  - 2.1. A copy of the health and safety policy document, including risk assessment procedures.
  - 2.2. Accident and sickness records for the past five years.
  - 2.3. Records of previous Health and Safety Executive enforcement action.
  - 2.4. Records of training and training policy.
  - 2.5. The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

#### 570 Outline construction phase health and safety plan

- 1. Content: Submit the following information within one week of request:
  - 1.1. Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
  - 1.2. Details of the management structure and responsibilities.
  - Arrangements for issuing health and safety directions.
  - 1.4. Procedures for informing other contractors and employees of health and safety hazards.
  - 1.5. Selection procedures for ensuring competency of other contractors, the self-employed and designers.
  - 1.6. Procedures for communications between the project team, other contractors and site operatives.
  - 1.7. Arrangements for cooperation and coordination between contractors.
  - 1.8. Procedures for carrying out risk assessment and for managing and controlling the risk.

- 1.9. Emergency procedures including those for fire prevention and escape.
- 1.10. Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- 1.11. Arrangements for welfare facilities.
- 1.12. Procedures for ensuring that all persons on site have received relevant health and safety information and training.
- 1.13. Arrangements for consulting with and taking the views of people on site.
- 1.14. Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- 1.15. Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- 1.16. Review procedures to obtain feedback.

#### 599 Freedom of Information Act

- 1. Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
- 2. Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
- 3. Confidentiality: Maintain at all times.

#### Subletting/ supply

#### 630 Domestic subcontracts

- General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.
- 2. Details: Provide details of all subcontractors and the work for which they will be responsible.

### Provision, content and use of documents

#### **Definitions and interpretations**

#### 110 Definitions

1. Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated here or in the appropriate referenced document.

#### 120 Communication

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

#### 130 Products

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

#### 145 Contractor's choice

1. Meaning: Selection delegated to the Contractor, but liability to remain with the specifier.

#### 150 Contractor's Design

1. 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

1. 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 removal and disposal of associated pipework, wiring, ductwork or other services.
- 2. Remediate: Action or measures taken to lessen, clean up, remove or mitigate the existence of hazardous materials; in accordance with standards, or requirements as may be set out by statutes, rules, regulations or specification.
- 3. Fix: Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging. To include all labour, materials and site equipment for that purpose.
- 4. Supply and fix: As above, but including supply of products, components or systems to be fixed, together with everything necessary for their fixing. All products, components or systems are to be supplied and fixed unless stated otherwise.
- 5. Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, protect adequately and store until required by the employer/ purchaser, or until required for use in the works as instructed.
- 6. Keep for recycling: As 'keep for reuse', but relates to a naturally occurring material rather than a manufactured product.
- 7. Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.

- 8. Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- 9. Repair: Execute remedial work to restore something to its original working state. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- 10. Refix: Fix removed products.
- 11. Ease: Adjust moving parts of designated products, or work to achieve free movement and good fit in open and closed positions.
- 12. 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.
- 13. System: Equipment, accessories, controls, supports and ancillary items (including installation) necessary for that section of the work to function.

#### 170 Manufacturer and product reference

- 1. Definition: When used in this combination:
  - 1.1. Manufacturer: the person or legal entity under whose name or trademark the particular product, component or system is marketed
  - 1.2. Product reference: the proprietary brand name and/ or identifier by which the particular product, component or system is described.
- 2. 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

- 1. Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- 2. Reasons: Submit reasons for the proposed substitution.
- 3. Documentation: Submit relevant information, including:
  - 3.1. manufacturer and product reference;
  - 3.2. cost;
  - 3.3. availability;
  - 3.4. relevant standards;
  - 3.5. performance;
  - 3.6. function;
  - 3.7. compatibility of accessories;
  - 3.8. proposed revisions to drawings and specification;
  - 3.9. compatibility with adjacent work;
  - 3.10. appearance;
  - 3.11. copy of warranty/ guarantee.
- 4. Alterations to adjacent work: If needed, advise scope, nature and cost.
- 5. Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

#### 220 Referenced documents

1. Conflicts: Specification prevails over referenced documents.

#### 230 Equivalent products

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

#### **Documents provided on behalf of employer**

#### 410 Additional copies of drawings/ documents

1. Additional copies: Issued free of charge.

#### 440 Dimensions

1. Scaled dimensions: Do not rely on.

#### 450 Measured quantities

- 1. Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.
- 2. Precedence: The specification and drawings shall override the measured quantities.

#### 460 The specification

1. Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.

#### Documents provided by contractor/ subcontractors/ suppliers

#### 630 Technical literature

- 1. Information: Keep on site for reference by all supervisory personnel:
  - 1.1. Manufacturers' current literature relating to all products to be used in the Works.
  - 1.2. Relevant British, EN or ISO Standards.

**Document/ data interchange - No Amendments** 

Ω End of Section

## Management of the works

#### **Generally**

#### 110 Supervision

- 1. General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
- 2. 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

1. 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.
- 2. Failure to notify: Indemnify the employer/ client against any loss, which may be caused by failure to give such notice.

#### 150 Ownership

1. 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

- 1. Master programme: When requested and before starting work on site, submit in an approved form a master programme for the works, which must include details of:
  - 1.1. Design, production information and proposals provided by the contractor/ subcontractors/ suppliers, including inspection and checking (see section A31).
  - 1.2. Planning and mobilization by the contractor.
  - 1.3. Earliest and latest start and finish dates for each activity and identification of all critical activities.
  - 1.4. Running in, adjustment, commissioning and testing of all engineering services and installations
  - 1.5. Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A54)
  - 1.6. 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.
- 2. Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, exclude it and confirm this when submitting the programme.

#### 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.

#### 260 Site meetings

- 1. General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- 2. Frequency: Every two weeks
- 3. Location: On site
- 4. Accommodation: Ensure availability at the time of such meetings.
- 5. Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
- 6. Chairperson (who will also take and distribute minutes): Robbie Brindley

#### 265 Contractor's progress report

- 1. General: Submit a progress report at least 2 working days before the site meeting.
- 2. Content: Notwithstanding the Contractor's obligations under the Contract the report must include:
  - 2.1. A progress statement by reference to the master programme for the Works.
  - 2.2. Details of any matters materially affecting the regular progress of the Works.
  - 2.3. Subcontractors' and suppliers' progress reports.
  - 2.4. Any requirements for further drawings or details or instructions to fulfil any obligations under the Conditions of Contract.

#### 270 Contractor's site meetings

General: Hold meetings with appropriate subcontractors and suppliers shortly before main site
meetings to facilitate accurate reporting of progress.

#### 290 Notice of completion

- 1. Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
- 2. Associated works: Ensure necessary access, services and facilities are complete.

#### 310 Extensions of time

- 1. 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.
- 2. Details: As soon as possible submit:
  - 2.1. Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
  - 2.2. An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
  - 2.3. All other relevant information required.

#### **Control of cost**

#### 430 Proposed instructions

- 1. Estimates: If a proposed instruction requests an estimate of cost, submit without delay, and in any case within seven days.
- 2. Include

- 2.1. A detailed breakdown of the cost, including any allowance for direct loss and expense.
- 2.2. Details of any additional resources required.
- 2.3. Details of any adjustments to be made to the programme for the Works.
- 2.4. Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.
- 3. Inability to comply: Inform immediately if it is not possible to comply with any of the above requirements.

#### 440 Measurement

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

#### 480 Labour and equipment returns

- 1. Records: Provide for verification at the beginning of each week in respect of each of the previous seven days.
- 2. Records must show
  - 2.1. 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.
  - 2.2. The number, type and capacity of all mechanical, electrical and power-operated equipment employed in connection with the Works or Services

Ω End of Section

## Quality standards/ control

#### Standards of products and executions

#### 130 Quality of products

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

#### 135 Quality of execution

- 1. Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- 2. Colour batching: Do not use different colour batches where they can be seen together.
- 3. Dimensions: Check on-site dimensions.
- 4. Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
- 5. 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.
- 2. Performance specification: Submit evidence of compliance, including test reports indicating:
  - 2.1. Properties tested.
  - 2.2. Pass/ fail criteria.
  - 2.3. Test methods and procedures.
  - 2.4. Test results.
  - 2.5. Identity of testing agency.
  - 2.6. Test dates and times.
  - 2.7. Identities of witnesses.
  - 2.8. Analysis of results.

#### 150 Inspections

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

#### 160 Related work

1. 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:

- 1.1. Appropriately complete.
- 1.2. In accordance with the project documents.
- 1.3. To a suitable standard.
- 1.4. In a suitable condition to receive the new work.
- 2. 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.
- 2. Exceptions: Submit details of changes to recommendations or instructions.
- 3. Execution: Use ancillary products and accessories supplied or recommended by main product manufacturer.
- 4. Products: Comply with limitations, recommendations and requirements of relevant valid certificates.

#### 180 Water for the works

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

#### Samples/ approvals

#### 210 Samples

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

#### 220 Approval of products

- 1. Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- 2. 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.
- 3. Complying sample: Retain in good, clean condition on site. Remove when no longer required.

#### 230 Approval of execution

- 1. 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.
- 3. Complying sample: Retain in good, clean condition on site. Remove when no longer required.

#### Accuracy/ setting out generally

#### 330 Appearance and fit

- 1. Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
  - 1.1. Submit proposals; or
  - 1.2. Arrange for inspection of appearance of relevant aspects of partially finished work.

2. 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.

#### 360 Record drawings

1. 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

#### 435 Electrical installation certificate

- 1. Submit: When relevant electrical work is completed.
- 2. Original certificate: To be lodged in the Building Manual.

#### 445 Service runs

- 1. General: Provide adequate space and support for services, including unobstructed routes and fixings.
- 2. 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

- 1. Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
- 2. Building Regulations notice: Copy to be lodged in the Building Manual.

#### Supervision/ inspection/ defective work

#### 510 Supervision

- 1. 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.
- 2. 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.
- 3. Replacement: Give maximum possible notice before changing person in charge or site agent.

#### 520 Coordination of engineering services

- 1. 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.
- 2. Evidence: Submit when requested CVs or other documentary evidence relating to the staff concerned.

#### 540 Defects in existing work

- 1. Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- 2. Documented remedial work: Do not execute work which may:

- 2.1. Hinder access to defective products or work; or
- 2.2. Be rendered abortive by remedial work.

#### 560 Tests and inspections

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

#### 620 Measures to establish acceptability

- 1. 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:
  - 1.1. Will be at the expense of the Contractor.
  - 1.2. Will not be considered as grounds for revision of the completion date.

#### 630 Quality control

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

#### Work at or after completion

#### 710 Work before completion

- 1. General: Make good all damage consequent upon the Works.
- 2. Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- 3. Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- 4. Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- 5. COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- 6. 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.
- 7. 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

- 1. General: Leave the Works secure with, where appropriate, all accesses closed and locked.
- 2. 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

- 1. Remedial work: Arrange access with Contract Administrator.
- 2. Rectification: Give reasonable notice for access to the various parts of the Works.
- 3. Completion: Notify when remedial works have been completed.

 $\boldsymbol{\Omega}$  End of Section

## Security/ safety/ protection

#### Security, health and safety

#### 110 Pre-construction information

- 1. Location: Integral with the project Preliminaries, including but not restricted to the following sections:
  - 1.1. Description of project: Sections A10 and A11.
  - 1.2. Client's consideration and management requirements: Sections A12, A13 and A36.
  - 1.3. Environmental restrictions and on-site risks: Section A12, A35 and A34.
  - 1.4. Significant design and construction hazards: Section A34.
  - 1.5. The health and safety file: Section A37.

#### 140 Construction phase health and safety plan

- 1. Submission: Present to the employer/ client no later than 1 week before commencement.
- 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.
- 3. 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/ pre-construction information.

#### 150 Security

- 1. Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- 2. Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.

#### 160 Stability

- 1. Responsibility: Maintain the stability and structural integrity of the works and adjacent structures during the contract.
- 2. Design loads: Obtain details, support as necessary and prevent overloading.

#### Protect against the following

#### 360 Nuisance

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

#### 370 Asbestos containing materials

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

#### 371 Dangerous or hazardous substances

- 1. Duty: Report immediately suspected materials discovered during execution of the works.
  - 1.1. Do not disturb.

1.2. Agree methods for safe removal or remediation.

#### 380 Fire prevention

- 1. Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
- 2. 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').

#### 390 Smoking on-site

1. Smoking on-site: Not permitted.

#### 400 Burning on-site

1. Burning on-site: Not permitted.

#### 410 Moisture

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

#### 420 Infected timber/ Contaminated materials

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

#### 430 Waste

- 1. Waste: Includes rubbish, debris, spoil, containers and packaging, and surplus material requiring disposal.
- 2. Requirement: Minimize production and prevent accumulation of waste. Keep the site and works clean and tidy. Clean out voids and cavities in the construction before closing.
- 3. Disposal: Collect and store in suitable containers. Remove from site and dispose of in a safe and competent manner, as approved and directed by the waste regulation authority.
- 4. Recyclable material: Sort and dispose of at a materials recycling facility approved by the waste regulation authority.
- 5. Documentation: Retain on-site.

#### 470 Invasive species

- 1. General: Prevent the spread of species (e.g. plants or animals) that may adversely affect the site or works economically, environmentally or ecologically.
- Duty: Report immediately any suspected invasive species discovered during execution of the works.
  - 2.1. Do not disturb.
  - 2.2. Agree methods for safe eradication or removal.

#### **Protect the following**

#### 510 Existing services

- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- 2. 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.
- 3. Work adjacent to services
  - 3.1. Comply with service authority's/ statutory undertaker's recommendations.
  - 3.2. Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
- 4. Identifying services
  - 4.1. Below ground: Use signboards, giving type and depth;
  - 4.2. Overhead: Use headroom markers.
- 5. Damage to services: If any results from execution of the Works:
  - 5.1. Immediately give notice and notify appropriate service authority/ statutory undertaker.
  - 5.2. Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
  - 5.3. Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- 6. Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

#### 520 Roads and footpaths

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

#### 570 Existing work

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

#### 630 Existing structures

- 1. Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- 2. Supports: During execution of the Works:
  - 2.1. 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.
  - 2.2. Do not remove until new work is strong enough to support existing structure.
  - 2.3. Prevent overstressing of completed work when removing supports.
- 3. Adjacent structures: Monitor and immediately report excessive movement.
- 4. Standard: Comply with BS 5975 and BS EN 12812.

## 640 Materials for recycling/ reuse

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

## Specific limitations on method/ sequence/ timing

#### **Clauses**

#### 110 Scope

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

#### 170 Working Hours

1. Specific limitations: TBC

#### 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.
- 2. 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.

## Facilities/ temporary work/ services

#### **Generally - No Amendments**

#### **Accommodation**

#### 210 Room for meetings

- 1. Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices.
- 2. Furniture and Equipment: Provide table and chairs for 5 people.

#### 260 Sanitary accommodation

1. Requirement: Provide sanitary accommodation for the Employer/ Purchaser, and other members of the consultant team, either separate or shared with the Contractor's supervisory staff. Maintain in clean condition and provide all consumables.

#### **Temporary works - No Amendments**

#### Services and facilities

#### 570 Personal protective equipment

- 1. General: Provide for the sole use of other members of the project team, in sizes to be specified:
  - 1.1. Safety helmets to BS EN 397, neither damaged nor time-expired. Number required:
  - 1.2. High-visibility waistcoats to BS EN ISO 20471 Class 2. Number required: 4.
  - 1.3. Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 4
  - 1.4. Disposable respirators to BS EN 149.FFP1S.
  - 1.5. Eye protection to BS EN ISO 16321-1 and BS EN ISO 16321-3.
  - 1.6. Ear protection muffs to BS EN 352-1, plugs to BS EN 352-2
  - 1.7. Hand protection to BS EN 388, 407, 420 or 511, as appropriate.

Ω End of Section

## Operation/ maintenance of the finished works

#### **Generally**

#### 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.
- 2. Scope
  - 2.1. Part 1: General: content as clause 120.
  - 2.2. Part 2: Fabric: content as clause 130.
  - 2.3. Part 3: Services: content as clause 140.
  - 2.4. Part 4: The Health and Safety File: content as clause 150.
  - 2.5. Part 5: Building User Guide: content as clause 151.
- 3. Compilation
  - 3.1. Prepare all information for contractor designed or performance specified work including asbuilt drawings.
  - 3.2. Obtain or prepare all other information to be included in the manual.
- 4. 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 authorized.
- 5. As-built drawings and schedules
  - 5.1. Number of copies: 2

#### 115 The Health and Safety File

- 1. Responsibility: The Contractor
- 2. Format: Electronic

#### 120 Content of the building manual part 1: General

- 1. Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:
- 2. Index: list the constituent parts of the manual, together with their location in the document.
- 3. The Works
  - 3.1. Description of the buildings and facilities.
  - 3.2. Ownership and tenancy, where relevant
  - 3.3. Health and Safety information other than that specifically required by the Construction (Design and Management) Regulations.
- 4. The Contract
  - 4.1. Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.
  - 4.2. Overall design criteria.
  - 4.3. Environmental performance requirements
  - 4.4. Relevant authorities, consents and approvals.
  - 4.5. Third party certification, such as those made by "competent" persons in accordance with the Building Regulations
- 5. Operational requirements and constraints of a general nature

- 5.1. Maintenance contracts and contractors.
- 5.2. 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 fire fighting systems, services, shut off valves switches, etc.
- 5.3. Emergency procedures and contact details in case of emergency.
- 6. Description and location of other key documents.

#### 130 Content of the building manual part 2: Building fabric

- 1. Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:
- 2. Detailed design criteria, including
  - 2.1. Floor and roof loadings.
  - 2.2. Durability of individual components and elements.
  - 2.3. Loading restrictions.
  - 2.4. Insulation values.
  - 2.5. Fire ratings.
  - 2.6. Other relevant performance requirements.
- 3. Construction of the building
  - 3.1. A detailed description of methods and materials used.
  - 3.2. As-built drawings recording the construction, together with an index.
  - 3.3. Information and guidance concerning repair, renovation or demolition/ deconstruction.
- 4. Periodic building maintenance guide chart.
- 5. Inspection reports.
- 6. Manufacturer's instructions index, including relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.
- 7. Fixtures, fittings and components schedule and index.
- 8. 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
  - 9.1. Air permeability.
  - 9.2. Resistance to passage of sound.
  - 9.3. Continuity of insulation.
  - 9.4. Electricity and Gas safety.

#### 140 Content of the building manual part 3: Building services

- 1. Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:
- 2. Detailed design criteria and description of the systems, including
  - 2.1. Services capacity, loadings and restrictions
  - 2.2. Services instructions.
  - 2.3. Services log sheets.
  - 2.4. Manufacturers' instruction manuals and leaflets index.
  - 2.5. Fixtures, fittings and component schedule index.
- 3. Detailed description of methods and materials used.
- 4. As-built drawings for each system recording the construction, together with an index, including

- 4.1. Diagrammatic drawings indicating principal items of plant, equipment and fittings
- 4.2. Record drawings showing overall installation
- 4.3. Schedules of plant, equipment, valves, etc. describing location, design performance and unique identification cross referenced to the record drawings.
- 4.4. Identification of services a legend for colour coded services.
- 5. Product details, including for each item of plant and equipment
  - 5.1. Name, address and contact details of the manufacturer.
  - 5.2. Catalogue number or reference
  - 5.3. Manufacturer's technical literature, including detailed operating and maintenance instructions.
  - 5.4. Information and guidance concerning dismantling, repair, renovation or decommissioning.
- 6. Operation: A description of the operation of each system, including:
  - 6.1. Starting up, operation and shutting down
  - 6.2. Control sequences
  - 6.3. Procedures for seasonal changeover
  - 6.4. Procedures for diagnostics, troubleshooting and faultfinding.
- 7. Guarantees, warranties and maintenance agreements obtain from manufacturers, suppliers and subcontractors.
- 8. Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations including
  - 8.1. Electrical circuit tests.
  - 8.2. Corrosion tests.
  - 8.3. Type tests.
  - 8.4. Work tests.
  - 8.5. Start and commissioning tests.
- 9. Equipment settings: Schedules of fixed and variable equipment settings established during commissioning.
- 10. Preventative maintenance: Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems
- 11. Lubrication: Schedules of all lubricated items
- 12. Consumables: A list of all consumable items and their source.
- 13. 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.
- 14. Emergency procedures for all systems, significant items of plant and equipment.
- 15. Annual maintenance summary chart.

#### 150 Content of the building manual part 4: the Health and Safety File

- 1. Content: obtain and provide the following, including all relevant details not included in other parts of the manual, including:
  - 1.1. residual hazards and how they have been dealt with
  - 1.2. hazardous materials used
  - 1.3. information regarding the removal or dismantling of installed plant and equipment
  - 1.4. health and safety information about equipment provided for cleaning or maintaining the structure;
  - 1.5. the nature, location and markings of significant services,
  - 1.6. information and as-built drawings of the structure, its plant and equipment

#### 151 Content of the building manual part 5: the building user guide

- 1. Content: Obtain and provide the following:
  - 1.1. Building services information.
  - 1.2. Emergency information.
  - 1.3. Energy & environmental strategy.
  - 1.4. Water use.
  - 1.5. Transport facilities.
  - 1.6. Materials & waste policy.
  - 1.7. Re-fit/ re-arrangement considerations.
  - 1.8. Reporting provision.
  - 1.9. Training.
  - 1.10. Links & references.

#### 160 Presentation of building manual

- 1. Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
- 2. 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.
- 3. As-built drawings: The main sets may form annexes to the Manual.

#### 220 Training

1. Objective: Before Completion, explain and demonstrate to designated maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual.

Ω End of Section

## Contractor's general cost items: management and staff

**Clauses - No Amendments** 

## Contractor's general cost items: site accommodation

**Clauses - No Amendments** 

## Contractor's general cost items: services and facilities

**Clauses - No Amendments** 

 $\Omega$  End of Section

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## Contractor's general cost items: mechanical plant

**Clauses - No Amendments** 

## Contractor's general cost items: temporary works

**Clauses - No Amendments** 

## Work/ products by/ on behalf of the employer

#### **Clauses**

#### 120 Products provided by/ on behalf of employer

- 1. 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.
- 2. Handling: Accept delivery, check against receipts and take into appropriate storage.
- 3. Surplus products: Keep safe and obtain instructions.

Ω End of Section

# A53 Work by statutory authorities/ undertakers

**Clauses - No Amendments** 

## A54 Provisional work/ items

**Clauses - No Amendments** 

## A55 Dayworks

**Clauses - No Amendments** 

## A56 Advance procurement

#### **Clauses**

#### 110 Fixing

1. Scope: Items procured in advance do 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.



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