

SCHEDULE OF WORKS

for

RETAINING WALL IMPROVEMENTS & ASSOCIATED WORKS

at

**10 -24 JARVIS WALK
ROBIN HOOD
LEEDS
WEST YORKSHIRE**

for

LEEDS FEDERATED HOUSING ASSOCIATION LTD

Contract Administrator
Bernard Williams Associates
Studio 11
The Basilica
2 King Charles Street
Leeds
LS1 6LS

DECEMBER 2016

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SECTION ONE

PRELIMINARIES



A10	PROJECT PARTICULARS
110	<p>THE PROJECT:</p> <p>Name: Jarvis Walk Retaining Wall Improvements</p> <p>Nature: Retaining wall improvements incorporating new gabion baskets and associated external works.</p> <p>Location: 12-22 Jarvis Walk, Robin Hood, Leeds, WF3 3AX</p> <p>Timescale for completion of the construction work:</p> <p>6 calendar weeks</p> <p>Commencing: Monday 20th February 2017</p> <p>Completing: Friday 31st March 2017</p>
120	<p>EMPLOYER (CLIENT)</p> <p>Leeds Federated Housing Association</p> <p>Arthington House</p> <p>30 Westfield Road</p> <p>Leeds</p> <p>LS3 1DE</p> <p>Contact: Georgina Nijjar- 0113 3861075</p> <p>E-mail: georgina.nijjar@lfha.co.uk</p>
130	<p>PRINCIPAL CONTRACTOR (CDM)</p> <p>To be the main contractor</p>
132	<p>PRINCIPAL CONTRACTOR (SWMP)</p> <p>To be the main contractor</p>
140	<p>PERSON EMPOWERED BY THE CONTRACT TO ACT ON BEHALF OF THE EMPLOYER</p> <p>'CONTRACT ADMINISTRATOR'</p> <p>Bernard Williams Associates</p> <p>Studio 11</p> <p>The Basilica</p> <p>2 King Charles Street</p> <p>Leeds</p> <p>LS1 6LS</p> <p>Contact: William Edson</p> <p>Tel: 0113 2446528</p> <p>E-mail: William.Edson@bwa.uk.net</p>
150	<p>PRINCIPAL DESIGNER</p> <p>Leeds Federated Housing Association</p> <p>Arthington House</p> <p>30 Westfield Road</p> <p>Leeds</p> <p>LS3 1DE</p> <p>Contact: Georgina Nijjar- 0113 3861075</p> <p>E-mail: georgina.nijjar@lfha.co.uk</p>

To Collection

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A10 PROJECT PARTICULARS (Contd.)

200

ENGINEER:
ARP Geotechnical Limited
5/6 Northwest Business Park
Servia Hill, Leeds
LS6 2QH
Contact: Marc Askew
Tel: 0113 245 8498
E-mail: MarcAskew@arpassociates.co.uk

220

PROJECTS PARTICULARS
Allow for the provisions of this section

- Fixed Charge
- Time Related Charges

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A11	TENDER AND CONTRACT DOCUMENTS
110	<p>THE TENDER DRAWINGS: A schedule of tender drawings is included in Appendix 'A' of this document.</p>
120	<p>THE CONTRACT DRAWINGS: The contract drawings will be the same as the tender drawings.</p>
130	<p>THE WORK SCHEDULES DRAWINGS: The drawings from which the Work Schedules were prepared are the same as the tender drawings.</p> <p>The prices contained in the Work Schedule are deemed to include all the risks and obligations described, referred to or implied.</p> <p>The Work Schedules, the Preliminaries, the drawings and the NBS/Preambles are to be read together.</p> <p>Any quantities given are for guidance only and the Works Contractor should ascertain accurate quantities for each item prior to submitting his tender.</p> <p>Only Provisional Sums, Prime Costs Sums and items marked (PROVISIONAL) will be subject to adjustment on completion.</p>
160	<p>THE PRE-CONSTRUCTION H&S INFORMATION PACK Format: The Pre-Construction H&S Information Pack is included in Appendix 'B' of the Work Schedules. It refers to information given elsewhere in the preliminaries, specifications and drawings.</p>
990A	<p>TENDER AND CONTRACT DOCUMENTS</p> <p>Allow for the provisions of this section</p> <ul style="list-style-type: none"> • Fixed charge • Time related charges

To Collection £

A12 SITE/EXISTING BUILDINGS

- 110 THE SITE:
The site is located at 12-22 Jarvis Walk, Robin Hood, Leeds, WF3 3AX.
- The site area is shown on drawing in Appendix 1 of the Pre-Construction Information (in appendix B of the Schedule of Works) consisting of the rear gardens of 7 semi-detached single storey properties and gardens areas. The site will be focus around the rear gardens of 12, 14 & 16 Jarvis Walk, however, minor works are also required in the rear gardens of 18, 20 and 22.
- The Contractor must ensure vehicles and debris are not spread beyond the site area. Protect all adjacent areas as necessary. Allow for re-instating any damaged path, gates, gardens, fencing etc. damaged during the works.
- 110A THE SITE: The tender shall be deemed to reflect a comprehensive appreciation of the constraints imposed by the site on the carrying out of the works arising from:
- its condition and location
 - its size
 - its exposure to hazards of vandalism
 - its position in relation to adjacent and surrounding property
 - the rights of users of adjacent and surrounding property to the safe and unrestricted use of their premises and environs
 - the rights of users of roads and footpaths to safe and unrestricted movement
- The site shall not be used for any purpose other than the Works.
- 111 CONTRACTORS COMPOUND
It is the Contractors responsibility to make his own arrangements and pay all associated costs in organising and locating his site compound to the approval of the Contract Administrator. The Contractor is to make good any damaged caused to the site and/or the public highway and pavements as a result of accessing the compound.
- Any compound areas must be fully hoarded, secure, well lit and maintained. Allow for all necessary liaisons with the local authority, meet all their conditions and requirements.
- Note:** The customers gardens or driveways should not be used as the site compound. We would suggest a welfare van and storage cabin located on the street would be suitable. Allow for all necessary liaisons with the local authority and any associated costs.

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A12 SITE/EXISTING BUILDINGS (Cont'd)

- 112 **TRAFFIC REGULATIONS**
Comply with Police Regulations and requirements in relation to the routing, parking and unloading of vehicles; provide temporary road signs, lighting any other special conditions arising from the Works.
- 114 **DELIVERIES**
Agree with the Police and Local Authority how deliveries/ exits to and from site are to be made, routes and times. Pay all additional associated costs.
- 120 **EXISTING BUILDING ON/ADJACENT TO THE SITE:**

The Contractor must ensure adjacent and adjoining properties and boundary walls, fencing, hedges, etc. are fully protected and are not damaged in any way. Any damage caused by the Contractor will be made good entirely at the Contractors cost. Allow for all associated costs.

No claim in respect of any delays caused by existing owners or the Local Authority will be entertained.

Undertake a photographic survey of all surrounding boundaries, fences, hedges, landscaping, gardens, outbuildings and buildings prior to commencement on site. A copy of the photographs must be lodged with the Contract Administrator before commencement. The photos will be used as an aid to monitoring damage caused to areas outside the Contractors site area. The site is surrounded and adjoined by residential properties.
- 126 **PUBLIC HIGHWAYS AND PAVEMENTS**
The Contractor must allow for undertaking a photographic survey of the surrounding roads and pavements prior to commencement. A copy of the photographs must be lodged with the Contract Administrator before commencement. The Contractor will pay all costs associated with any damages he causes.

The Contractor must ensure he obtains all necessary licences and road closures to enable him to carry out and complete the works and pays all associated costs.
- 140 **EXISTING MAINS SERVICES**
Not available.
- 160 **SOILS AND GROUND WATER**
Not available.

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A12 SITE/EXISTING BUILDINGS (Contd.)

170 SITE INVESTIGATION
Not available.

171 DRAINAGE SURVEY
Not available.

185A A HEALTH AND SAFETY FILE
Not available.

200 ACCESS TO THE SITE:

- Access to the Employer's property will be from Jarvis Walk, off Sharp lane. Ensure all fences, gates etc. are fully protected on the access route to the rear gardens of the property.
- Provide all dust protection, hoardings, screens, etc necessary to carry out the works.
 - It is the Contractors responsibility to establish the maximum vehicular size that can access the site via the existing roads and driveways.
- The public vehicles and property must not be damaged by any vehicles accessing the site.
- All surrounding buildings, and roads must have access maintained at all times.
- Public highways must not be restricted at any times.
- The Contractor must comply with all restrictions connected with the use of the public highways. Liaise with the local authority, provide temporary signage, and pay all costs.
- The Contractor must liaise with the local authority with regard to loading and off loading restrictions, road closures, etc.
- Any damage to roads, paths, car parks and public highways must be made good at the Contractor's expense.
- The Contractor must apply and pay for all necessary local authority Pavement and Scaffolding Licences.
- The Contractor is to allow for all costs incurred in complying with all regulations affecting the works and will be deemed to have made enquiries and obtained all details of all police and other statutory authority regulations affecting the same.
- The Contractor shall properly control the passage of all vehicles to and from the site, erect such warning signs, etc. as may be necessary and at all times ensure the safety of the road users and public.
- The Contractor will be deemed to have inspected the drawings and visited the site before submitting his tender and to have acquainted himself with the means of access and the nature of the works and to have ascertained for himself details of all matters likely to affect his tender. No claims arising from the failure to take into account all local conditions will be entertained.

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A12	SITE/EXISTING BUILDINGS (Contd.)
200	ACCESS TO THE SITE: (Cont'd)
210	<p>PARKING:</p> <ul style="list-style-type: none"> - The Contractor is provide details to the Contract Administrator (for agreement) on how parking for the Contractor's and employees vehicles are to be managed for the site development. - The Contractor (and employees) must ensure he does not obstruct residential parking and driveways on the surrounding streets and roads.
220	<p>USE OF THE SITE:</p> <ul style="list-style-type: none"> • Do not use the site for any purpose other than carrying out the Works. • Do not use garden areas for any purpose whatsoever • No other areas apart from those specifically forming part of the site may be used by the Contractor. • Prevent all damage to adjoining buildings and vehicles. • Prevent all damage to trees and vegetation • Do not display or permit adverts to be displayed on site. • Liaise with the Local Authority Highways Department regarding the use of the road and any protection necessary. • Allow for re-instating any damaged paving, garden ornaments etc. • Pay all costs associated with this clause.
230	<p>SURROUNDING LAND/BUILDING USES:-</p> <p>General: Adjacent or nearby uses or activities of land/buildings include the following:-</p> <ul style="list-style-type: none"> - residential
240	<p>RISKS TO HEALTH AND SAFETY:</p> <p>The nature and condition of the site cannot be fully and certainly ascertained, however the following risks are or may be present:</p> <ul style="list-style-type: none"> - Risk of existing retaining wall collapse during works - Vandalism - Proximity of neighbouring properties and the public - Noise and dust - Use of mechanical and electrical fixing/power equipment - Transportation and handling of materials - Removing waste <p>The accuracy and sufficiency of this information is not guaranteed by the Employer or the CA and the Contractor must ascertain any additional information required to ensure the safety of all persons and the Works.</p>
250	<p>SITE DEBRIS ON HIGHWAY</p> <p>The Contractor shall prevent any mud, dirt or debris being carried on to the adjoining highway as a result of the works.</p>

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A12	SITE/EXISTING BUILDINGS (Contd.)
253	<p>DUST SUPPRESSION Provide all necessary dust suppression measures on site. Meet all Planning and Local Authority conditions in respect of this issue. Pay all associated costs.</p>
280	<p>SITE VISIT:</p> <ul style="list-style-type: none"> - Before tendering, ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works. - Site visits may be made by appointment by contacting the Contract Administrator (see A10/140). - No claim on the grounds of lack of knowledge in the respects will be considered subsequent to the submission of the tender.
295A	<p>IDENTIFICATION OF PLANT AND EMPLOYEES: Contractors and Sub Contractors employees shall wear clear identification badges or similar at all times displaying the name and photograph of the operative, name and contract number of the Contractor and if appropriate the Sub Contractor.</p>
350	<p>WORKING HOURS RESTRICTION: Working hours to be 8am to 5pm Monday to Friday. No weekend working allowed unless authorised by the Employer.</p>
990A	<p>THE SITE/EXISTING BUILDINGS</p> <p>Allow for the provisions of this section</p> <ul style="list-style-type: none"> • Fixed charge • Time related charge

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A13	DESCRIPTION OF THE WORK
110	PREPARATORY WORK BY OTHERS
-	None.
120	THE WORKS
-	Description: Install new gabions baskets to abut the existing gravel board retaining wall with associated external works.
	The works are shown and described in more detail elsewhere in these tender documents.
130	WORK BY OTHERS CONCURRENT WITH THE CONTRACT
	Description: None
140	COMPLETION WORK BY OTHERS
	Description: None
155	DESCRIPTION OF THE WORK
	Allow for the provisions of this section
	<ul style="list-style-type: none"> Fixed Charge Time Related Charges

A20	JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (MWD)
360	JCT MINOR WORKS BUILDING CONTRACT (MW)
-	The Contract: JCT Minor Works Building Contract 2011 Edition incorporating Amendment 1 Issued March 2015 (Effective from 6 April 2015)
-	Requirement: Allow for the obligations, liabilities and services described therein against the headings below:
	THE RECITALS
	First
	THE WORKS
	- The work comprises: Installation of new gabions baskets to abut the existing gravel board retaining wall with associated external works including new fencing, sheds and garden re-instatement.
	- Location: 12-22 Jarvis Walk, Robin Hood, Leeds, WF3 3AX
	Second
	CONTRACTOR'S DESIGNED PORTION
	- The works include the design and construction of (but not limited to)
	- Gabion Basket Retainment installation
	Third
	CONTRACT DOCUMENTS
	- Contract drawings: As listed in clause A11/120
	- Contract documents: the following have not been prepared and will be deleted from this recital: 'a contract specification'
	Fourth
	PRICED DOCUMENTS
	- The references to 'Contract Specification' and 'Schedule of Rates' will be deleted.
	THE ARTICLES
	3
	ARCHITECT/ CONTRACT ADMINISTRATOR
	- Architect/ Contract Administrator: See clause A10/140.
	4
	PRINCIPAL DESIGNER
	- Principal Designer: See clause A10/150
	5
	PRINCIPAL CONTRACTOR (CDM AND SWMP)
	- Principal Contractor: see clause A10/130 and A10/132

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A20 JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (MWD)

THE ARTICLES (CONT'D)

CONTRACT PARTICULARS

Fifth Recital and Schedule 2

BASE DATE

- Base Date: 16 December 2016

Fifth Recital and Clause 4.2

CONSTRUCTION INDUSTRY SCHEME (CIS)

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

Sixth Recital

CDM REGULATIONS

- The project is not notifiable

Seventh Recital

FRAMEWORK AGREEMENT

- Not applicable

Eighth Recital and Schedule 5

SUPPLEMENTAL PROVISIONS

- Collaborative working: Paragraph 1 applies
- Health and safety: Paragraph 2 applies
- Cost savings and value improvements: Paragraph 3 applies
- Sustainable development and environmental consideration: Paragraph 4 applies
- Performance indicators and monitoring: Paragraph 5 applies
- Notification and negotiation of disputes: Paragraph 6 applies
- Where Paragraph 6 applies, the respective nominees of the parties are:
 - o Employers nominee: to be confirmed
 - o Contractors nominee: Managing Director, or such replacement as each party may notify to the other from time to time.

Article 7

ARBITRATION

- Article 7 and Schedule 1: apply

Clause 1.1

CDM PLANNING PERIOD

- Shall mean the period of 2 weeks ending on the date of possession.

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A20	<p>JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (MWD)</p> <p>CONTRACT PARTICULARS (Cont'd)</p> <p>Clause 2.3 COMMENCEMENT AND COMPLETION</p> <ul style="list-style-type: none"> - Date for commencement of the works: Monday 20th February 2017 - Date for completion: Friday 31st March 2017 <p>Clause 2.9 LIQUIDATED DAMAGES</p> <ul style="list-style-type: none"> - At the rate of £40.00 per calendar day <p>Clause 2.11 RECTIFICATION PERIOD</p> <ul style="list-style-type: none"> - Period: 6 months from the date of practical completion of the works <p>Clause 4.3 PERCENTAGE OF THE TOTAL VALUE OF THE WORKS</p> <ul style="list-style-type: none"> - Percentage: 95% <p>Clause 4.4 PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE CONTRACTOR</p> <ul style="list-style-type: none"> - Percentage: 97½% <p>Clause 4.8.1 SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMAOUNT TO BE FINALLY CERTIFIED</p> <ul style="list-style-type: none"> - Period: 3 months from the date of Practical Completion <p>Clause 4.11 and Schedule 2 CONTRIBUTION, LVEY AND TAX CHANGES</p> <ul style="list-style-type: none"> - Clause to be deleted – entirely fixed price contract <p>Clause 5.3.2 CONTRACTOR'S INSURANCE – INJURY TO PERSONS OR PROPERTY</p> <ul style="list-style-type: none"> - Insurance cover (for any one occurrence or series of occurrences arising out of one event): £5,000,000.00 <p>Clause 5.4A, 5.4B and 5.4C INSURANCES OF THE WORKS</p> <ul style="list-style-type: none"> - Clause 5.4A applies <p>Clauses 5.4A.1 and 5.4B.1.2 PERCENTAGE TO COVER PROFESSIONAL FEES</p> <ul style="list-style-type: none"> - 15%
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A20

JCT MINOR WORKS BUILDING CONTRACT (MW)

CONTRACT PARTICULARS (Cont'd)

Clause 7.2

ADJUDICATION

- The adjudicator is: to be appointed by Nominator
- Nominator of Adjudicator: President or a Vice President or Chairman or Vice Chairman of the Royal Institution of Chartered Surveyors

Schedule 1 paragraph 2.1

ARBITRATION

- Appointer of Arbitrator (and any replacement): President or a Vice President of the Chartered Institution of Arbitrators

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

Clause 4.11 - Fluctuations Option

Clause will be deleted

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

EXECUTION

- The Contract: **Will be executed as a Deed**

CONTRACT GUARENTEE BOND

- Contract Guarantee Bond – is not required.

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THE CONTRACT

Allow for the provisions of this section

- Fixed charge
- Time related charges

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A30	TENDERING/SUBLETTING/SUPPLY
	MAIN CONTRACT TENDERING
110	SCOPE: These conditions are supplementary to those stated in the invitation to tender on the Form of Tender.
115A	PREVENTION OF CORRUPTION: The Employer will be entitled to cancel this contract and to recover from the Contractor the amount of any loss resulting from such cancellation if:- <ul style="list-style-type: none"> a) The Contractor shall have offered or give or agreed to given to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Employer. b) The like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor), or c) In relation to any contract with the employer, the Contractor or any person employed by him or acting on his behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward, the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.
145	TENDERING PROCEDURE General: Comply with the provision of JCT Practice Note Tendering 2012 Errors: Alternative 2 is to apply
150	WARRANTIES Sub-contractor warranties are required for the Gabion Basket Installation.
152	MANUFACTURERS/ INSTALLERS INSURANCE BACKED GUARENTEES Manufacturers/ installers insurance backed 12 year guarantees will be required for certain products/ installations not covered by Contractor Design Works clauses or warranties.
160	EXCLUSIONS <ul style="list-style-type: none"> - Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered. - Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

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A30 TENDERING/SUBLETTING/SUPPLY

MAIN CONTRACT TENDERING (Cont'd)

170 ACCEPTANCE OF TENDER

- The Employer and Employer's representatives:
 - Offer no guarantee that any tender will be recommended for acceptance or be accepted.
 - Will not be responsible for any cost incurred in the preparation of any tender.

190 PERIOD OF VALIDITY: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 12 weeks.
Date for possession/commencement: See section A20.

195 CONTRACTOR'S DESIGN

- Scope: Undertake and take full responsibility for the design of the following parts of works:
 - Gabion Basket Installation

Drawings and supporting documents: Submit to CA on request

PRICING/SUBMISSION OF DOCUMENTS

210 PRELIMINARIES IN THE WORK SCHEDULES

- Measurement rules: Preliminaries/ General Conditions have not been prepared in accordance with a standard method of measurement NRM2.

220 PRICING OF PRELIMINARIES

- Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries those charges must be clearly shown against the items.

250 PRICED DOCUMENTS

- Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
- Measurements: Where not stated, ascertain from the drawings.

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A30	TENDERING/SUBLETTING/SUPPLY
	PRICING/SUBMISSION OF DOCUMENTS (Cont'd)
250	PRICED DOCUMENTS (Cont'd)
-	Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
-	Submit: priced work schedules with the tender.
310	TENDER
	General: Tenders must include for all works 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.
360A	THE PRICED ACTIVITY SCHEDULE is not required
400A	FLUCTUATIONS: The contract is entirely fixed price and not subject to any fluctuations.
480	PROGRAMME:
	<ul style="list-style-type: none"> • Programme of work: Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemise any work which is excluded. • Submit: within one week of request.
510	ALTERNATIVE METHOD TENDERS
-	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.
-	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.
-	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.
-	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.
-	Submit: with the tender.
520	DESIGN DOCUMENTS
	Submit with tender Contractor Proposals for contractor designed works.

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A30 TENDERING/SUBLETTING/SUPPLY

PRICING/SUBMISSION OF DOCUMENTS (Cont'd)

550 HEALTH AND SAFETY INFORMATION

- Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- Include:
 - A copy of the contractor's health and safety policy document, including risk assessment procedures.
 - Accident and sickness 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.
- Submit: with the tender.

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Content: Submit the following information within one week of request:
 - Method statements on how risks from hazards identified in the pre-tender health and safety plan and other hazards identified by the contractor will be addressed.
 - Details of the management structure and responsibilities.
 - Arrangements for issuing health and safety directions.
 - Procedures for informing other contractors and employees of health and safety hazards.
 - 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 cooperation and coordination 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 training.

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A30	TENDERING/SUBLETTING/SUPPLY PRICING/SUBMISSION OF DOCUMENTS (Cont'd)
570	OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN (Cont'd) <ul style="list-style-type: none"> - 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.
630	DOMESTIC SUBCONTRACTS <ul style="list-style-type: none"> - General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'. - List: Provide details of all subcontractors and the work for which they will be responsible. - Submit: within one week of request.
640	DOMESTIC SUBCONTRACTOR OR DOMESTIC SUPPLIER Where the Contract Specification provide for any work to be carried out by a person/ company named in the documents, the Contractor shall appoint such person/ company as his Domestic Subcontractor or Domestic Supplier as the case may be.
990A	TENDER/SUBLETTING/SUPPLY Allow for the provisions of this section. <ul style="list-style-type: none"> • Fixed charges • Time related charges

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A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

110 DEFINITIONS

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

115 CA means the person nominated in the Contract as Architect or Contract Administrator or his authorised representative.

120 COMMUNICATION

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

130 PRODUCTS

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

135 SITE EQUIPMENT

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

140 DRAWINGS:

- Definitions: To BSRIA Technical Note TN 21/97 Appendix A.
- CAD data: In accordance with BS 1192-5.

160 TERMS USED IN WORK SCHEDULES

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fastenings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Unload, handle, store, place and fasten in position including all labours and use of site equipment.
- Supply and fix: Includes all labour and site equipment for unloading, handling, storing and execution. All products to be supplied and fixed unless stated otherwise.

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A31 PROVISION, CONTENT AND USE OF DOCUMENTS (Contd.)

DEFINITIONS AND INTERPRETATIONS (Contd.)

160 TERMS USED IN WORK SCHEDULES (Contd.)

- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

200 SUBSTITUTION OF PRODUCTS

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

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A31	PROVISION, CONTENT AND USE OF DOCUMENTS (Contd.)
	DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER (Contd.)
210	CROSS REFERENCES
-	Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
-	Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.
-	Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
-	Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.
220	REFERENCED DOCUMENTS
-	Conflicts: Specification prevails over referenced documents.
	DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER
410	ADDITIONAL COPIES OF THE DRAWINGS/ DOCUMENTS
-	Additional copies: Issued on request and charged to the contractor.
440	DIMENSIONS
-	Scaled dimensions: Do not rely on.
450	MEASURED QUANTITIES
-	Are for guidance only (see clause A11/130)
-	Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.
-	Precedence: The specification and drawings shall override the measured quantities.
460	THE WORK SCHEDULES
-	Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.
470	DIVERGENCE FROM THE STATUTORY REQUIREMENTS
-	Divergence: Between the drawings or work schedules and the requirements of the Building Regulations, other Statutes, statutory undertakers and other regulatory authorities.
-	Action: Inform immediately.

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A31	PROVISION, CONTENT AND USE OF DOCUMENTS (Contd.)
	DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS
510	CHANGES/ AMENDMENTS TO EMPLOYER'S REQUIREMENTS
-	Contractor's changes to Employer's Requirements: support request for substitution or variation with all relevant information.
-	Employer's amendments to Employer's Requirements: if considered to involve a variation, which has already been acknowledged as a variation, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after the variation has been carried out, may not be allowed.
-	Submit: 5 copies of the final version of design/ production information.
600	CONTRACTOR'S DESIGN INFORMATION
-	General: Complete the design and detailing of parts of the Works as specified.
-	Production Information based on the drawings, specification and other information
-	Liaison to ensure coordination of the work with related building elements and services
-	Master programme: make reasonable allowance for completing design/ production information, submission (including to the CDM Co-ordinator), comment, inspection, amendment, resubmission and reinspection.
-	Design/ production information: submit 2 copies, once can be returned with comments. Ensure that any necessary amendments are made without delay.
610	PRODUCTION INFORMATION
-	Contractor/ domestic subcontractor to provide:
-	plans and drawings to an appropriate scale
-	technical information
-	specification
-	calculations
-	risk statements
-	method statements
-	details of finishes
-	fixing details
-	Submit: at least two weeks before date for completion
630	TECHNICAL LITERATURE
-	Information: keep on site for reference by all supervisory personnel:
-	Manufacturer's current literature relating to all products to be used in the Works
-	Relevant British Standards
640	MAINTENANCE INSTRUCTIONS AND GUARENTEES
-	Components and equipment: Obtain or retain copies, register with manufacturer and handover on or before completion of the Works.

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A31	PROVISION, CONTENT AND USE OF DOCUMENTS (Contd.)
	DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS
640	MAINTENANCE INSTRUCTIONS AND GUARENTEES
-	Information locations: Building Manual/ Health and Safety File
-	Emergency call out services: Provide telephone numbers for use after completion
990	PROVISION CONTENT AND USE OF DOCUMENTS:
	Allow for the provisions of this section
	<ul style="list-style-type: none"> • Fixed Charge • Time Related Charges

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A32 MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION

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

115 CONSIDERATE CONSTRUCTORS SCHEME

- Registration: not required

118 FREIGHT VEHICLE SAFETY REQUIREMENTS

- Vehicle equipment: ensure that all freight vehicles have the following:-
 - Audible alert to other road users to the planned movement of the vehicles when the vehicle's indicators are in operation
 - prominent signage at the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside
 - properly adjusted class VI mirrors or Fresnel lens to eliminate the nearside blind spot
 - side under run guards
- Driver Training
 - drivers must be trained on vulnerable road user safety through an approved course and hold a current valid Certificate of Competence.
- Drivers must have a valid driving licence and be legally able to drive the vehicle.
- Registration Scheme membership: Submit evidence of registration with and accreditation to the Freight Operator Registration Scheme (FORBS)
- Level of accreditation Bronze
- Submittal date within seven days of request.

120 INSURANCE

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

130 INSURANCE CLAIMS

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

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A32 MANAGEMENT OF THE WORKS

GENERALLY (CONT'D)

140 CLIMATIC CONDITIONS

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

150 OWNERSHIP

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

170 SITE ADMINISTRATION AND SECURITY:

Administer the Works so as to avoid trespass, obstruction, nuisance, damage, injury to persons and property outside the boundaries of the site. Take such measures of protection and security as to avoid trespass and unrestricted entry, damage wanton and inadvertent, theft and injury by and to those whose access to the site is unauthorised paying particular attention to children and disabled persons. Indemnify the Employer from all costs, claims and charges arising from trespass and nuisance to users and occupiers of adjoining property

PROGRAMME/ PROGRESS

210 PROGRAMME

- 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:
- Design, production information and proposals provided by the Contractor/ Subcontractors/ Suppliers, including inspection and checking (see section A31).
 - Planning and mobilization by the Contractor.
 - Earliest and latest start and finish dates for each activity and identification of all critical activities.
 - 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 (see section A54)
 - Work by or on behalf of the Employer and concurrent with the Contract (see section A50). The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should

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A32	MANAGEMENT OF THE WORKS	
	PROGRAMME/ PROGRESS (CONT'D)	
210	PROGRAMME	
-	exclude it and confirm this when submitting the programme.	
-	Submit: within one week of request	
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.	
240	COMMENCEMENT OF WORK	
-	Notice: Before the proposed date for commencement of work on site give minimum notice of 5 working days.	
260	SITE MEETINGS	
-	General: site meetings will be held to review progress and other matters arising from administration of the Contract.	
-	Frequency: monthly or when required	
-	Location: onsite or at the Employers office	
-	Accommodation: ensure availability at the time of such meetings	
-	Attendees: attend meetings and inform subcontractors and suppliers when their presence is required	
-	Chairperson (who will also take the distribute the minutes): Contract Administrator	
265	CONTRACTORS PROGRESS REPORT	
-	General: submit a progress report at least 2 days before the site meeting	
-	Content: notwithstanding the Contractors obligations under the Contract the report must include:-	
-	- a progress statement by reference to the programme for the works	
-	- details of any matters materially affecting the regular progress of the works	
-	- subcontractors and suppliers progress report	
-	- any requirements for further information/ instructions	
270	EMPLOYER MEETINGS WITH CONTRACTOR	
-	General: meetings between the Employer and Contractor to be held at site to review specific information	
-	Frequency: weekly or when required	
-	Chairperson (who will also take the distribute the minutes): Contract Administrator or Employer	
280	PHOTOGRAPHS: Provide dated progress photographs from agreed points at monthly intervals and submit colour prints size 6" x 4" of each negative.	

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A32 MANAGEMENT OF THE WORKS

PROGRAMME/ PROGRESS

- 290 NOTICE OF COMPLETION
- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
 - Associated works: Ensure necessary access, services and facilities are complete.
 - Period of notice (minimum): 2 weeks.

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

- 320 DISTURBANCE OF REGULAR PROGRESS
- Applications under Contract in respect of direct loss and/or expense: Make as soon as practicable and with (or to be followed by) the requisite supporting information so sufficient time is allowed to issue instructions designed (according to the circumstances) to minimize or avoid that loss and/or expense.

CONTROL OF COST

- 410 CASH FLOW FORECAST
- Submission: Before starting work on site submit a forecast showing the gross valuation of the works at the date of each Interim Certificate throughout the Contract period and based upon the programme for the works.

- 430 PROPOSED INSTRUCTIONS
- Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.
 - Include:
 - A detailed breakdown of the cost, including any allowance for direct loss and expense.
 - Details of any additional resources required.
 - Details of any adjustments to be made to the programme for the Works.
 - Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.
 - Inability to comply: Inform immediately if it is not possible to comply with any of the above requirements.

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A32 MANAGEMENT OF THE WORKS

CONTROL OF COST

450 DAYWORK VOUCHERS

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

460 INTERIM VALUATIONS

- Applications: Include details of amounts due under the Contract together with all necessary supporting information.
- Submission: At least seven days before established dates.

475 LISTED PRODUCTS STORES OFF SITE

- No materials stored off site will be included in any Interim Certificate.

500 MANAGEMENT OF THE WORKS

Allow for the provisions of this section

- Fixed Charge
- Time Related Charges

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A33 **QUALITY STANDARDS/ CONTROL**

STANDARDS OF PRODUCTS AND EXECUTIONS

105 **ILLEGAL PRACTICES:** The Employer is empowered to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or given or agreed to given any person any gift or consideration of any kind as an inducement or reward for doing or forbore to do any action in relation to the obtaining or execution of the Contract or any other Contract with the Employer or for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the Employer or if

the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract

with the Employer) the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts, 1889-1916, or any re-enactment thereof.

110 **INCOMPLETE DOCUMENTATION**

- General: Where and to the extent that products or work are not fully documented, they are to be:

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

120 **WORKMANSHIP SKILLS**

- Operatives: Appropriately skilled and experienced for the type and quality of work.

- Registration: With Construction Skills Certification Scheme.

- Evidence: Operatives must produce evidence of skills/ qualifications when requested.

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A33 QUALITY STANDARDS/ CONTROL (Contd.)

STANDARDS OF PRODUCTS AND EXECUTIONS (Cont'd)

120 WORKMANSHIP SKILLS

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

130 QUALITY OF PRODUCTS

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

135 QUALITY OF EXECUTION

- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- Colour batching: Do not use different colour batches where they can be seen together.
- Dimensions: Check on-site dimensions.
- Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
- Location and fixing of products: Adjust joints open to view so they are even and regular.

140 COMPLIANCE

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

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A33 QUALITY STANDARDS/ CONTROL (Contd.)

STANDARDS OF PRODUCTS AND EXECUTIONS (Cont'd)

150 INSPECTIONS

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

160 RELATED WORK

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

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

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

180 WATER FOR THE WORKS

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

360 RECORD DRAWINGS

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

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A33 QUALITY STANDARDS/ CONTROL (Contd.)

SAMPLES/ APPROVALS

- 210 SAMPLES
- Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
- To an express approval.
 - To match a sample expressly approved as a standard for the purpose.
- 211 SAMPLES
- The Contractor will provide all samples reasonably requested by the Contract Administrator. Samples will include but not limited to:-
- Gabion basket wire and stone
 - The Contractor shall allow for providing as many samples/ options as necessary until the Contract Administrator's approval is given. The Contractor must allow sufficient time in his programme for agreeing samples. Delays/ Extension of Time will not be agreed if the Contractor is delayed due to samples being provided late, or having to supply alternative samples. Pay all associated costs.
 - The Contractor should also note this list is not exhaustive and other samples must be provided when reasonably requested.
 - The Contractor will provide all necessary sample panels required for the discharge of Planning Conditions.
- 220 APPROVAL OF PRODUCTS
- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
 - Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
 - Complying sample: Retain in good, clean condition on site. Remove when no longer required.
- 230 APPROVAL OF EXECUTION
- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
 - Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.
 - Complying sample: Retain in good, clean condition on site. Remove when no longer required.

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A33 QUALITY STANDARDS/ CONTROL (Contd.)

ACCURACY/SETTING OUT GENERALLY

320 SETTING OUT

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

360 RECORD DRAWINGS

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

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

510 SUPERVISION

- General: In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.
- Replacement: Give maximum possible notice before changing person in charge or site agent.

525 ACCESS

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

530 OVERTIME WORKING

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
 - Minimum period of notice: 7 days.
- Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

535 WORKING HOURS: The Tenderer shall include in his Tender the cost of the hours per week he intends to work. No extra will be allowed for any payments he may make to his work people by way of overtime rates, bonuses or other inducements. The Contractor must include in his prices for all costs which he will incur as a result of overtime and weekend working having due regard to the Dates of Possession and Completion stated in the Conditions of Contract and any restrictions on noise, etc.
See also clause A12/350

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A33 QUALITY STANDARDS/ CONTROL (Contd.)

SUPERVISION/ INSPECTION/ DEFECTIVE WORK (Cont'd)

- 536 OVERTIME WORKING:
Provide for the cost of overtime working. Overtime expressly ordered by the CA will have the cost of the unproductive element reimbursed provided the time sheets are given to the CA not later than seven days after the end of the week in which the work was carried out
- 537 OBJECTIONABLE WORKMEN: In the event of any person employed upon the Work being objected to by the CA, such person shall be removed by the Contractor and shall not again be allowed upon the premises.
- 538 IMPORTATION OF LABOUR: If the labour position in the district is, or becomes, unsatisfactory, the Contractor will be required to recruit labour from other districts. Include for all related costs as differing rates of wages and allowances, travelling expenses, time and cost of conveyance or subsistence allowance.
- 540 DEFECTS IN EXISTING WORK/STRUCTURE
- Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
 - Documented remedial work: Do not execute work which may:
 - Hinder access to defective products or work; or
 - Be rendered abortive by remedial work.
- 550 ACCESS FOR INSPECTION
- Removal: Before removing scaffolding or other facilities for access, give notice of not less than 7 days.
- 560 TESTS AND INSPECTIONS
- Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
 - Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
 - Records: Submit a copy of test certificates and retain copies on site.

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A33 QUALITY STANDARDS/ CONTROL (Contd.)

SUPERVISION/ INSPECTION/ DEFECTIVE WORK (Cont'd)

610 PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS/ EXECUTIONS

- Proposals: Immediately any execution or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

620 MEASURES TO ESTABLISH ACCEPTABILITY

- General: Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:
- Will be at the expense of the Contractor.
- Will not be considered as grounds for extension of time.

630 QUALITY CONTROL

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

710 WORK BEFORE COMPLETION

- General: Make good all damage consequent upon the Works.
 - Cleaning: Clean the Works thoroughly including around the affected properties.
- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.

730 MAKING GOOD DEFECTS

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

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A33 QUALITY STANDARDS/ CONTROL (Contd.)
SUPERVISION/ INSPECTION/ DEFECTIVE WORK (Cont'd)

900 QUALITY STANDARDS/CONTROL:
Allow for the provision of this Section

- Fixed Charge
- Time Related Charges

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A34 SECURITY/SAFETY/PROTECTION

GENERALLY

110 THE PRE-TENDER INFORMATION DEMOLITION PACK has been produced as a separate document and is included in the Appendix 'B' attached hereto. Certain general and specific clauses are also integral with the Preliminaries and Specification, including but not restricted to the sections set out below. Commonplace hazards which should be controlled by good Management and good site practices are not listed.

- Preliminaries:
Nature of the project: Sections A10 and A13.
The existing environment: Section A12.
Existing drawings: Section A11 and A12.
The design: Section A34
Construction materials: Section A34
Site-wide elements: Section A12.
Overlap with client's undertaking: Sections A34 and A36.
Site rules: Sections A34 and A35.
Continuing liaison: Sections A31.

120 **EXECUTION HAZARDS**

- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: are listed in the Pre-Tender Information Pack

130 **PRODUCT HAZARDS**

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

140 **CONSTRUCTION PHASE HEALTH AND SAFETY PLAN**

- Submission: Present to the Employer (Client) not less than 14 days prior to commencement on site.
- 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 CDM Regulation 15(4).
- Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan and the Pre-tender Health and Safety Plan.

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A34	SECURITY/SAFETY/PROTECTION (Contd.)
	GENERALLY (Contd.)
141	PROTECTION OF THE PUBLIC
-	Standard: Comply with the requirements of the HMSO Publication 'Protecting the Public – Your Next Move'
142	CDM REGULATIONS:
-	Standard: The tender shall include for the cost of compliance with the CDM regulations, undertaking the role of Principal Contractor, provision of all safety, health and welfare facilities, compliance with all associated statutory regulations, for the cost of ensuring safety of all personnel and planning and arranging the Works with safety as a paramount consideration.
150	SECURITY
-	Protection: Adequately safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
-	Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works adjoining property and customers apartments.
160	STABILITY
-	Responsibility: Maintain the stability and structural integrity of the Works and the existing structure during the Contract.
-	Design loads: Obtain details, support as necessary and prevent overloading.
170	OCCUPIED PREMISES
-	Extent: Existing buildings will not be occupied and/ or used during the Contract.
210	EMPLOYER'S REPRESENTATIVE SITE VISITS
-	Safety: Submit details in advance, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
-	Protective clothing and/ or equipment: Provide on site for the Employer, the Employer's representatives and other visitors to the site.
220	WORK IN HAZARDOUS AREAS: See Pre Construction Information Demolitions Pack in Appendix 'B'.

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A34 SECURITY/SAFETY/PROTECTION (Contd.)

PROTECT AGAINST THE FOLLOWING (Contd.)

- 230A PERMIT to work procedures will operate for all work carried out in the following area(s):
- Deep excavations
- 310 EXPLOSIVES
- Use: Not permitted.
- 330 NOISE AND VIBRATION
- Standard: Comply generally with the recommendations of BS 5228-1, clause 7.3 to minimize noise levels during the execution of the Works.
 - Noise levels from the works: Maximum level: to be agreed with the Local Authority or other Regulating bodies.
 - Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
 - Restrictions: Do not use:
 - Pneumatic drills and other noisy appliances without consent during the hours of 6 p.m to 8a.m Monday to Friday. Do not use at weekends.
 - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.
- 340 POLLUTION
- Prevention: Protect the site, the Works and the general environment including streams and waterways against pollution.
 - Contamination: If pollution occurs inform immediately, including the appropriate Authorities and provide relevant information.
- 350 PESTICIDES
- Use: Not permitted.
- 360 NUISANCE
- Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
 - Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.
- 370 ASBESTOS BASED MATERIALS
- Duty: Report immediately any suspected materials discovered during execution of the works.
 - Do not disturb.
 - Agree methods for safe removal or encapsulation.

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A34	SECURITY/SAFETY/PROTECTION (Contd.)	
	PROTECT AGAINST THE FOLLOWING (Contd.)	
380	FIRE PREVENTION	
-	Duty: Prevent personal injury, death, and damage to the Works or other property from fire.	
-	Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').	
390	SMOKING ON SITE	
-	Smoking on site: Not permitted under any circumstances.	
400	BURNING ON SITE	
-	Burning on site: Not permitted.	
405	WATER: Prevent damage from storm and surface water.	
410	MOISTURE	
-	Wetness or dampness: Prevent, where this may cause damage to the Works.	
-	Drying out: Control humidity and the application of heat to prevent:	
-	Blistering and failure of adhesion.	
-	Damage due to trapped moisture.	
-	Excessive movement.	
423	RODENT AND PET CONTROL	
-	Keep the site and works free from vermin and pests to the satisfaction of the CA.	
430	WASTE	
-	Includes: Rubbish, debris, spoil, containers and surplus material.	
-	Minimize: Keep the site and Works clean and tidy.	
-	Remove: Frequently and dispose off site in a safe and competent manner:	
-	Non-hazardous material: In a manner approved by a Waste Regulation Authority.	
-	Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.	
-	Documentation: Retain on site.	
-	Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in	
-	waste transfer documentation: Retain on site.	
-	re-cycle waste wherever possible	
431	DISPOSAL: All disposals of debris and rubbish is deemed to be included in all descriptions of work and includes all handling, loading into skips or lorries, transporting from site and paying all charges.	

To Collection

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A34	SECURITY/SAFETY/PROTECTION (Contd.)
	PROTECT AGAINST THE FOLLOWING (Contd.)
440	ELECTROMAGNETIC INTERFERENCE
-	Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.
450	LASER EQUIPMENT
-	Construction laser equipment: Install, use and store in accordance with BS EB 60825-1 and the manufacturer's instructions.
-	Class 1 and Class 2 laser equipment: Ensure laser beam is not set at eye level and is terminated at the end of its useful path.
-	Class 3A and Class 3B laser equipment: Do not use without approval and subject to submission of a method statement on its safe use.
520	ROADS AND FOOTPATHS
-	Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
-	Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.
530	EXISTING GARDEN AREAS
-	Duty: Do not use under any circumstances for construction traffic, temporary site accommodation or storage of materials
-	Protection: Before starting work submit proposals for protective measures.
540	RETAINED TREES/ SHRUBS/ GRASSED AREAS
-	Protection: Prevent damage and preserve, except those not required.
-	Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.
625	ADJOINING PROPERTY
-	Precautions:
-	- Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
-	- Pay all charges.
-	- Remove and make good on completion or when directed.
-	Damage: Bear cost of repairing damage arising from execution of the Works.
635	DUST: Special care should be taken to avoid creating dust and all possible precautions taken to prevent its ingress into the adjoining properties.

To Collection £

A35	SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING
110	SCOPE: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.
120	DESIGN CONSTRAINTS: Comply with all constraints and requirements noted on the drawings and tender documents.
130	METHOD/SEQUENCE OF WORK: <ul style="list-style-type: none"> • Comply with all sequences of work highlighted on the drawings. • Before commencing work on site undertake asbestos removal. This work must be undertaken prior to any internal works being commenced.
140	SCAFFOLDING Standing scaffolding: Make available to sub-contractors at all times.
160	WORKING AREA: Working and storage space will be confined to areas within the site area shown on the Engineers/Architects drawings. Restrict all workpeople to within these areas. Accept responsibility for all costs in making good any damage caused through failure to comply with these restrictions. Prevent trespass of workpeople and other persons on to adjoining properties and buildings and parts of any buildings not in the sphere of operations.
170	WORKING HOURS - Specific limitations: See clause A12/350.
180	COMPLETION IN SECTIONS OR IN PARTS - General: Where the Employer is to take possession of any section or part of the Works and such section or part will, after its practical completion, depend for its adequate functioning on work located elsewhere on the site: Complete such other work in time to permit such possession to take place. - Remainder of the Works: During execution, ensure that completed Sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

To Collection

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A35	SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING (Contd.)
181	USE OR DISPOSAL OF MATERIALS: Materials arising from demolitions and excavations where not stated to be re-used will be sorted in respect of re-cycled materials, and removed to an approved tip or tips.
182	START OF WORK: Do not start work until the Contractor's Health and Safety Plan is approved by the CDM Co-ordinator.
990A	SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING Allow for the provisions of this section <ul style="list-style-type: none"> • Fixed charge • Time related charges

To Collection £

A36	FACILITIES/ TEMPORARY WORKS/ SERVICES
	GENERALLY
110	SPOIL HEAPS, TEMPORARY WORKS AND SERVICES
-	Location: Give notice of intended siting.
-	Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.
120	MAINTAIN, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good.
200	ADVERTISING RIGHTS: Advertising rights on and around the site/are reserved by the Employer whose written authority is required before any display, promotion and publicity is entered into.
	ACCOMMODATION
210	ROOM FOR MEETINGS
-	Are not required
215	SITE ACCOMMODATION FOR SITE PERSONNEL:
-	General: Provide temporary accommodation for welfare of personnel, secure storage and weather protection of materials. Provide temporary offices, sanitary accommodation and washing facilities.
	Note: The garden areas should not be used for site accommodation. A welfare van located on the street would be suitable.
220	SITE OFFICES
-	Are not required for the Architect or Quantity Surveyor or Clerk of Works.
225	SITE AREA:
-	General: The site areas is stated elsewhere in this section. No other areas are available to the contractor.
230	TEMPORARY ACCOMMODATION
-	Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to the Commencement Date.
-	Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.
-	Facilities: Sanitary accommodation will be provided for the duration of the Contract.
-	Keep all temporary buildings in a clean and sanitary condition, remove on completion and make good all works disturbed.
-	Keep and identify all temporary buildings as "No Smoking" areas
261	CLEANLINESS
	Keep all temporary buildings in a clean condition.

To Collection

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A36	FACILITIES/ TEMPORARY WORKS/ SERVICES (Cont'd)
	ACCOMMODATION (Cont'd)
282A	CAR PARKING: No parking is available on site and the Contractor must ensure that his staff and sub-contractors do not obstruct neighbouring drives, roads etc.
292	RATES ON TEMPORARY BUILDINGS: Allow for paying all rates/costs on all temporary buildings and temporary accommodation used during the execution of the contract.
	TEMPORARY WORK
310A	ROADS: Permanent Roads, hardstandings and footpaths may be used subject to the Local Authorities agreement . Make good all damaged caused. Pay all costs arising.
320	TEMPORARY FENCE(S): Provide as necessary to form a secure and safe site including. Maintain and remove upon completion.
330	TEMPORARY HOARDING(S): must be provided to all public highway elevations to create a secure site. Hoardings must meet all local authority requirements. Maintain and remove upon completion.
370	NAME BOARDS/ADVERTISEMENTS: Contractor's/Subcontractors' name boards or advertisements will not be permitted.
372	WHEEL WASH FACILITY – The contractor shall provide a temporary wheel wash or similar cleaning facility if required by the Planning or highways authority
	SERVICES AND FACILITIES
410	LIGHTING: During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.
421A	LIGHTING AND POWER: The Contractor must provide all necessary temporary and/or permanent electricity supplies and all necessary equipment for lighting and power for the works and make temporary arrangements for distribution about the site. Maintain during the works and remove upon completion. Pay all charges.

To Collection

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A36	FACILITIES/TEMPORARY WORK/SERVICES (Contd.)
	SERVICES AND FACILITIES (Contd.)
130A	WATER: Provide clean, fresh water for the works and make temporary arrangements for storing and distributing about the site. The Contractor must apply for his own supply and pay all costs.
570	PERSONAL PROTECTIVE EQUIPMENT
-	General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:
	- Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 6.
	- High visibility waistcoats to BS EN 471 Class 2. Number required: 6.
	- Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 4.
	- Disposable respirators to BS EN 149.FFP1S.
	- Eye protection to BS EN 166.
	- Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2
	- Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.
720	WEATHER PROTECTION: Take all necessary measures to prevent delays during cold and adverse weather
730	PLANT TOOLS AND VEHICLES: Provide all the plant, tools and vehicles required for the due execution of the whole of the works
740	PERSONNEL TRANSPORT: Provide for the transport of personnel to and from the site
764	TEMPORARY SECURITY: Provide all necessary temporary security during the works including alarms, hoardings, measures to prevent access and theft, security guards, etc. This is a Contractors risk item and the level of security must be assessed by the Contractor and all cost included here. The employer accepts no additional cost for additional security measures should the Contractor fail to allow for sufficient cover.
990A	FACILITIES/TEMPORARY WORK/SERVICES
	Allow for the provisions of this section
	<ul style="list-style-type: none"> • Fixed charge • Time related charges

To Collection

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A37 OPERATION/ MAINTENANCE OF THE FINISHED BUILDING

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.
- Scope:
 - Part 1: General: [Content as clause 120].
 - Part 2: Fabric: [Content as clause 130].
 - Part 3: Services: [Content as clause 140].
 - Part 4: The Health and Safety File: Part 5: Building User Guide. Content as Clause 151. [Content as clause 150].
- Responsibility: The Building Manual is to be produced by the contractor and must be complete no later than 2 weeks prior to PC.
- Information provided by others: Details: None.
- Compilation:
 - Prepare all information for Contractor designed or performance specified work including as-built drawings.
 - Obtain or prepare all other information to be included in the Manual.
- Reviewing the Manual: Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorized.
- Final copies of the Manual:
 - Number of copies: 2.
 - Format: electronic.
 - Latest date for submission: 2 weeks before the date for completion stated in the contract.
- As-built drawings and schedules:
 - Number of copies: 2
 - Format: electronic and paper.

120 CONTENT OF THE BUILDING MANUAL PART 1: GENERAL

- Content: Obtain and provide the following, including all relevant details not included in other parts of the manual:
- Index: list the constituent parts of the manual, together with their location in the document.
- The Works:
 - Description of the buildings and facilities.
 - Ownership and tenancy, where relevant.
 - Health and Safety information – other than that specifically required by the Construction (Design and Management) Regulations.
- The Contract:
 - Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.
 - Overall design criteria.
 - Environmental performance requirements.
 - Relevant authorities, consents and approvals.
 - Third party certification, such as those made by "competent" persons in accordance with the Building Regulations.

To Collection

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A37 OPERATION/ MAINTENANCE OF THE FINISHED BUILDING (Cont'd)

GENERALLY (Cont'd)

- 120 CONTENT OF THE BUILDING MANUAL PART 1: GENERAL (Cont'd)
- Operational requirements and constraints of a general nature:
 - Maintenance contracts and contractors.
 - Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors location of emergency alarm and fire fighting systems, services, shut off valves switches, etc.
 - Emergency procedures and contact details in case of emergency.
 - Description and location of other key documents.
 - Timescale for completion: 2 weeks prior to practical completion.
- 130 CONTENT OF THE BUILDING MANUAL PART 2: BUILDING FABRIC
- Content: Obtain and provide the following, including all relevant details not included in other parts of the manual:
 - Detailed design criteria, including:
 - Floor and roof loadings.
 - Durability of individual components and elements.
 - Loading restrictions.
 - Insulation values.
 - Fire ratings.
 - Other relevant performance requirements.
 - Construction of the building:
 - A detailed description of methods and materials used.
 - As-built drawings recording the construction, together with an index.
 - Information and guidance concerning repair, renovation or demolition/ deconstruction.
 - Periodic building maintenance guide chart.
 - Inspection reports.
 - Manufacturer's instructions index, including relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.
 - Fixtures, fittings and components schedule and index.
 - Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.
 - Test certificates and reports required in the specification or in accordance with legislation, including:
 - Air permeability.
 - Resistance to passage of sound.
 - Continuity of insulation
 - Electricity and Gas safety.
 - Timescale for completion: 2 weeks prior to practical completion.

To Collection

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A37 OPERATION/ MAINTENANCE OF THE FINISHED BUILDING (Cont'd)

GENERALLY (Cont'd)

- 140 CONTENT OF THE BUILDING MANUAL PART 3: BUILDING SERVICES
- Content: Obtain and provide the following, including all relevant details not included in other parts of the manual:
 - Detailed design criteria and description of the systems, including:
 - Services capacity, loadings and restrictions.
 - Services instructions.
 - Services log sheets.
 - Manufacturers' instruction manuals and leaflets index.
 - Fixtures, fittings and component schedule index.
 - Detailed description of methods and materials used.
 - As-built drawings for each system recording the construction, together with an index, including:
 - Diagrammatic drawings indicating principal items of plant, equipment and fittings.
 - Record drawings showing overall installation.
 - Schedules of plant, equipment, valves, etc. describing location, design performance and unique identification cross referenced to the record drawings.
 - Identification of services – a legend for colour coded services.
 - Product details, including for each item of plant and equipment:
 - Name, address and contact details of the manufacturer.
 - Catalogue number or reference.
 - Manufacturer's technical literature, including detailed operating and maintenance instructions.
 - Information and guidance concerning dismantling, repair, renovation or decommissioning.
 - Operation: A description of the operation of each system, including:
 - Starting up, operation and shutting down.
 - Control sequences.
 - Procedures for seasonal changeover.
 - Procedures for diagnostics, troubleshooting and fault finding.
 - Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.
 - Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations – including:
 - Electrical circuit tests.
 - Corrosion tests.
 - Type tests.
 - Work tests.
 - Start and commissioning tests.
 - Equipment settings: Schedules of fixed and variable equipment settings established during commissioning.
 - Preventative maintenance: Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems.
 - Lubrication: Schedules of all lubricated items.
 - Consumables: A list of all consumable items and their source.
 - Spares: A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when replacements are required.

To Collection

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A37 OPERATION/ MAINTENANCE OF THE FINISHED BUILDING (Cont'd)

GENERALLY (Cont'd)

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

- Emergency procedures for all systems, significant items of plant and equipment.
- Annual maintenance summary chart.
- Timescale for completion: 2 weeks prior to practical completion.
- Content: obtain and provide the following, including all relevant details not included in other parts of the manual, including:
 - residual hazards and how they have been dealt with.
 - hazardous materials used.
 - information regarding the removal or dismantling of installed plant and equipment.
 - health and safety information about equipment provided for cleaning or maintaining the structure.
 - the nature, location and markings of significant services.
 - information and as-built drawings of the structure, its plant and equipment.
- Information prepared by others: Details: See Preconstruction Information
- Timescale for completion: 2 weeks prior to practical completion.
- Submit to: Principal Designer

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

- Content: Obtain and provide the following:
 - Building Services information
 - Emergency Information
 - Energy & environmental strategy
 - Water use
 - Transport facilities
 - Materials & waste policy
 - Re-fit/re-arrangement considerations
 - Reporting provisions
 - Training
 - Links & references
- Timescales for completion: 2 weeks prior to practical completion

160 PRESENTATION OF BUILDING MANUAL

- Format: Electronic and paper (2 copies)
- Selected drawings need to illustrate or locate items mentioned in the manual
- As built drawings. The main sets may form annexes to the manual

220 TRAINING

- 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.
- Time allowance: Include a minimum of 2 days.

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A37 OPERATION/ MAINTENANCE OF THE FINISHED BUILDING (Cont'd)

GENERALLY (Cont'd)

BUILDING MANUAL/HEALTH AND SAFETY FILE/BUILDING GUIDE

- The Contractor must provide the Building Manual (incorporating the Health and Safety File). If the Contractor fails to produce the manual, or user guides upon practical completion then the Employer may deduct £5,000.00 from monies due to the Contractor and hold such monies until satisfactory documents are provided.

Further if the Contractor fails to produce satisfactory manuals with 4 weeks from practical completion the Employer may instruct others to prepare the documents, the cost of which will be offset against the above noted sum. Any additional costs over this sum will become a debt due to the Employer from the Contractor and will be deducted from the final account.

990A OPERATION/MAINTENANCE OF THE FINISHED BUILDING

Allow for the provisions of this section

- Fixed charge
- Time related charges

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A40-44 CONTRACTORS GENERAL COST ITEMS

100 GENERALLY: Each preceding Preliminary Section includes a clause for the Contractor to price fixed cost and time related cost items. Clauses contained in A40-A44 replicate (in many cases) these clauses, however the Contractor may price his Preliminary costs in either sections. Where clause A40 to A44 are used the Contractor must state if the price is a fixed cost (FC) or time related cost (TR).

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

110 MANAGEMENT AND STAFF

**A41 CONTRACTOR'S GENERAL COST ITEMS:
SITE ACCOMMODATION**

For details of site accommodation required or made/not made available by the Employer see section A36.

110 SITE ACCOMMODATION

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

For details of services and facilities required or made/not made available by the Employer see section A36.

110 POWER

120 LIGHTING

130 FUELS (excluding fuels for testing and commissioning)

140 WATER

150 TELEPHONE, FAX AND ADMINISTRATION

160 SAFETY, HEALTH AND WELFARE

170 STORAGE OF MATERIALS

180 RUBBISH DISPOSAL

190 CLEANING

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**A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES
AND FACILITIES (Contd.)**

- 195 PHOTOGRAHS
- 196 NAME BOARD
- 197 CASHFLOW FORECAST
- 200 DRYING OUT
- 210 PROTECTION OF WORK IN ALL SECTIONS
- 220 SECURITY
- 230 MAINTAIN PUBLIC AND PRIVATE ROADS
- 240 SMALL PLANT AND TOOLS
- 250 ANY OTHER ITEMS INCLUDED IN THE PRELIMINARIES
SECTION BUT NOT LISTED HERE
- 310 ADDITIONAL SERVICES AND FACILITIES ITEMS:
Insert below further cost items as may be required, with
fixed charges and time related charges as appropriate:

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

- 110 CRANES
- 120 HOISTS
- 130 PERSONNEL TRANSPORT
- 140 TRANSPORT
- 150 EARTHMOVING PLANT
- 160 CONCRETE PLANT
- 170 PILING PLANT
- 180 PAVING AND SURFACING PLANT
- 190 ANY OTHER ITEMS IN THE PRELIMINARIES SECTION
BUT NOT LISTED HERE

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**A43 CONTRACTOR'S GENERAL COST ITEMS:
MECHANICAL PLANT (Contd.)**

250 ADDITIONAL MECHANICAL PLANT ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as required:

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

For details of temporary works required or made/not made available by the Employer see section A36.

110 TEMPORARY ROADS

120 TEMPORARY WALKWAYS

130 ACCESS SCAFFOLDING

140 SUPPORT SCAFFOLDING AND PROPPING

150 HOARDINGS, FANS, FENCING, ETC.

160 HARDSTANDING

170 TRAFFIC REGULATIONS

190 ANY OTHER ITEMS INCLUDED IN THE PRELIMINARIES
SECTIONS BUT NOT LISTED HERE

250 ADDITIONAL TEMPORARY WORKS ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as required:

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A50	WORK/PRODUCTS BY/ON BEHALF OF THE EMPLOYER
500	WORKS BY THE EMPLOYER: No works envisaged during the construction contract period.
510	PRODUCTS provided by or on behalf of the Employer: <ul style="list-style-type: none"> • Details of such products are given in the relevant work sections, for fixing by the Contractor. • Take delivery, check against receipts and take into appropriate storage. • Use for no other purpose than the Works. • Keep safe any surplus to requirements and obtain instructions in relation thereto.
A54	PROVISIONAL WORK/ITEMS
110	PROVISIONAL SUMS: Provisional Sums are generally included within individual Works Sections
510	INSURANCE AGAINST DAMAGES TO PROPERTY: See page 1/14
A55	CONTINGENCIES AND DAYWORKS:
	Contingencies and Dayworks are included in Section 5.

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SECTION 1
PRELIMINARIES
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PRELIMINARIES CARRIED TO GENERAL SUMMARY

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SECTION TWO

PREAMBLES



GENERAL DESCRIPTION OF MATERIALS AND WORKMANSHIP**Generally**

A Good practice: Where and to the extent that materials, products and workmanship are not fully specified then, they are to be:

1. Suitable for purpose of the works stated in, or reasonably to be inferred from the Contract Documents, and
2. In accordance with good building practice, including the relevant provisions of the current BSI documents.

B Manufacturer's recommendations:

1. Handle, store, prepare and use or fix each product in accordance with the manufacturer's printed or written recommendations/instructions. Inform the Contract Administrator if these conflict with any other specified requirement.
2. The recommendations/instructions are those which are current ten working days before the date of tender. If they change between tender and construction inform the Contract Administrator and obtain instructions before ordering materials or starting work.
3. Submit copies to the Contract Administrator when requested.

C Reference to BSI documents are to the version and amendments listed in the current British Standards Yearbook with all relevant updates.

D Workmanship shall be carried out by or under the close supervision of experienced tradesmen, skilled in the particular type of work.

Products/Materials Generally

E Products shall be new unless otherwise specified. Ensure that the whole quantity of each product and material required to complete the work is of consistent kind, size, quality and overall appearances. Handle, store and fix products with care to ensure that they are not damaged when incorporated into the work.

F "Or equivalent approved" means that products of a different manufacturer may be substituted if prior approval has been obtained, but the Contract Administrator reserves the right to insist on the named product(s). The rates or prices will be held to be based on the product(s) specified, unless otherwise agreed.

£

**GENERAL DESCRIPTION OF MATERIALS AND
WORKMANSHIP (Contd.)**

Products/Materials Generally (Contd.)

- A Work to be carried out by or supplied by specific firms: where reference is made in this Specification to named products or to work to be pre-formed or materials to be supplied by specific firms, the Sub-Contractor may, where an equivalent product or service is available, submit the name of alternative products, firms or suppliers, to the Contract Administrator for consideration. Such alternative products may be used or firms employed only with the express permission of the Contract Administrator.
- B Where a choice of manufacturer or source of supply is allowed for any particular product or material, the whole quantity required to complete the work must be the same type, manufacturer and/or source. Do not change without approval. Produce written evidence of sources of supply when requested by the Contract Administrator.

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GENERAL DESCRIPTION OF MATERIALS AND
WORKMANSHIP (Contd.)

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PREAMBLES CARRIED TO SUMMARY

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SECTION THREE

SUPPLEMENTARY NOTES



SUPPLEMENTARY NOTES

A The Contractor's attention is particularly drawn to Sections Nr. 1 and 2 which contain, in addition to further items, preambles and descriptions of materials and workmanship, further information that will considerably affect his rates for the Work in Sections 4-5 and it is most important that he reads and fully acquaints himself (and his Sub-Contractors and Suppliers) with all the information and requirements that are contained therein.

Item

B The Contractor must visit the site and inspect the site of the proposed works and surrounding buildings to satisfy himself as to the extent and complexity of work involved for the purpose of pricing the Schedule of Works, which has been prepared on the basis that the Contractor will do so and no claim on the grounds of want of knowledge will be entertained.

Item

C Specific reference to matters in this document in no way relieves the Contractor from making all necessary investigations.

Item

D The works are to be carefully executed in order to minimise the amount of damage to the finishes within and externally to the existing property.

Item

E The pricing schedule has NOT been prepared in accordance with a Standard Method of Measurement. The descriptions given are deemed to include for all requirements of good building practice including all requirements reasonably inferred there from, and are to include for all preparation, labours, waste, cutting and fitting, etc, as necessary to achieve the desired finish.

Item

F All descriptions are 'compound' and are deemed to include all necessary labours for works of this nature and for all of the requirements reasonably inferred for everything that is necessary to meet the design requirements, performance and construction method.

Item

G Any quantities given are for guidance only and the main Contractor should ascertain accurate quantities for each item prior to submitting his tender.

Item

H Only Provisional Sums, Prime Cost Sums and items marked (Provisional) will be subject to adjustment on completion.

Item

I The Contractor should note the nature of the existing site and should allow for removing all rubbish, and materials arising from the works.

Item

J The Contractor is to note that 'making good' and 'extending all finishes disturbed' shall include all necessary repairs to walls, floors and ceilings and making good with new finishes to match existing resulting from all works of a demolition and alteration nature including making good all adjacent finishes disturbed.

Item

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SUPPLEMENTARY NOTES (Cont'd)

- A The term 'attend to services' shall mean capping off out of sight, laying dead or similar in connection with the existing services, prior to carrying out the new works.
- B The Contractor shall allow for all costs of complying with all legislation and taxation, including the tax on waste disposed at registered landfill sites, in respect of materials removed from site.
- C The Contractor is to allow for protecting all exposed services found during excavation
- D Where the Schedule of Works refers to drawing references, these are deemed to be those revisions and issues referred to in the Preliminaries section A11.
- E The Schedule of Works is to be read in conjunction with the drawings and specifications. It is the Contractors responsibility to check that he has allowed in his tender for all items included on the drawings and specification, whether or not such items appear in the Schedule of Works. The Contractor must include all such items/works in his tender by incorporating clearly marked new items at the end of each relevant section of this document.
- F Certain items in the Schedule of Works are noted as 'Contractor Designs'. The contractor must include all necessary costs associated with fully designing the works, including all calculations, drawings and sundry information, signing unamended collateral warranties, carrying out the works on site to provide a complete installation (inclusive of all fixtures, fittings, cuttings, labour, etc), providing all necessary record drawings, manuals, health and safety information, guarantees, etc. For the avoidance of doubt 'Contractor Design' work must include for a fully complete installation inclusive of all associated costs.

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SECTION FOUR

RETAINING WALL – SCHEDULE OF WORKS



SECTION 4 - RETAINING WALL IMPROVEMENT WORKS (Cont'd)				Section 4 £
GENERAL REQUIREMENTS				
A	It is the contractors responsibility to attend site and measure the extent of works required based on the specification and tender drawings.	1	Item	
B	Allow for clearing away and removing all rubbish and accumulated debris associated with and caused by the works.	1	Item	
C	Each property is to be visited by the Contractor prior to the commencement of the works and a written condition and photographic record made of all external paving's, driveways, gardens ornaments, external walls and all other external areas. The contractor must allow here for all costs incurred in making these records and providing copies for the Contract Administrator. All remedial work required to rectify any damage must be paid by the Contractor.	1	Item	
D	The contractor must allow for notifying tenants on a regular basis of the time access is required to their property. This should be carried out verbally and by cards posted through doors.	1	Item	
E	During the period of the works the properties will be occupied. The contractor must allow for maintaining safe access to the properties at all times.	1	Item	
F	Protect all driveways, footpaths, paving's, sheds and garages during the works. Make good any damage caused.	1	Item	
G	Protect all surrounding trees, shrubs, vegetation and external features. Make good any damage caused.	1	Item	
SITE PREPARATION				
H	Carefully remove all fences, posts, gates, barriers, walls, washing lines, garden ornaments, flower beds, obstacles, sundry debris etc. from the gardens as necessary to allow the works to take place. Allow for reinstating all items to match existing, including supply of new as necessary on completion of the retaining wall works.	1	Item	
I	Carefully take down and remove the existing timber fence to the rear gardens of plots 10 to 24 Jarvis Walk. Allow for grubbing up and removing from site existing concrete foundations to existing fence posts. Make good all finishes disturbed.	1	Item	
J	Cut down and remove from site all vegetation, debris, rubbish etc. from the sloped void area between the existing palisade fencing and the existing timber fence to plot 10 to 24 Jarvis Walk. Allow for spraying with weed killer and leave area in a suitable condition to receive Terram membrane and gravel.	1	Item	
K	Ensure existing gravel board retainment to be retained is protected, propped, supported etc. throughout the works.	1	Item	
L	Carefully take down and remove from site the existing sheds in the gardens of 12, 14 and 16 Jarvis Walk (3 No.). Note: Sheds are to be cleared prior to the works by the tenants.	1	Item	
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				To Collection £

SECTION 4 - RETAINING WALL IMPROVEMENT WORKS (Cont'd)			Section 4 £	
GABION BASKET RETAINING WALL WORKS				
Contractor Designed Works: Gabion Basket installation and related works, designed and installed in full compliance with current Building Regulations, Local Authority requirements, and all good practice.				
Include the design, supply and installations of the Gabion Basket retainment complete; refer to the Engineers Drawings and Notes; include for all necessary proprietary works, management, co-ordination and programming for a complete installation				
Gabion Basket installation; design				
A	allow for all design work before commencement of construction and during construction	1	Item	
Gabion basket installation; carry out all required works to achieve a complete installation to Plot 12, 14 and 16 Jarvis Walk.				
B	Excavate to a minimum of 300mm and remove excavated material from site. If topsoil is suitable, it can be retained for backfilling.	1	Item	
C	Foundations to be a minimum of 300mm compacted stone (Dot 1 type or similar approved). All soft spots must be removed and replaced with compacted stone.	1	Item	
D	Gabion basket installation, Galvanised woven wire mesh gabions, of nominal 75mm mesh opening x 2.7mm mesh wire diameter, and 3.4mm selvedge wire diameter, factory fixed partitions at 1m centres. All wire is mild steel to BS EN 10218-2, Galfan coated (95% zinc, 5% aluminium) thickness to be in accordance with BS EN 10244-2. Gabions to be installed sequentially to prevent instability of gravel boards.	1	Item	
E	Stone fill to be to a minimum density of 18 kN/m3. Stone for hand pitching in the front 150mm thick face shall be carefully selected and placed in position to achieve a well bonded, neat, visually attractive, flat surface free from bulges and depressions.	1	Item	
F	Mass concrete infill between gabion baskets and existing gravel boards.	1	Item	
G	as built/ installation drawings and manuals	1	Item	
H	warranties/ guarantees	1	Item	
I	all other items necessary to complete the installations	1	Item	
J4692	4/3	To Collection £		

SECTION 4 - RETAINING WALL IMPROVEMENT WORKS (Cont'd)

ASSOCIATED WORKS

A	<p>Allow for forming new base for sheds (if necessary), Supply and fit new timber sheds (3 No.) size to match previous sheds in 12, 14 and 16 Jarvis Walk. Allow for fitting sheds in previous location following completion of the works or in new location to the Employers Approval. Contractor to issue proposed sheds to CA for approval prior to placing order.</p>
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B	Supply and fit new 1800 high close boarded timber fence in tanalised softwood with weathered rails bolted to concrete posts set in concrete to a suitable depth. Colour to be to the Employers approval. The new fence is required to the full boundary of the rear gardens of plot 10 to 24 Jarvis Walk. Make good all finishes disturbed.
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C Supply and lay Terram 1000 membrane (or similar approved) to void area between existing palisade fence and existing gravel board retaining wall to the rear of plots 10 to 24 Jarvis Walk, installation to be to the manufacturers recommendations. Supply and lay 75mm gravel (to the Employers approval) to the void area. Make good all finishes disturbed.

1

Item

D	Supply and lay Terram 1000 membrane (or similar approved) to top of new Gabion baskets in rear gardens of 12, 14 and 16 Jarvis Walk, installation to be to the manufacturers recommendations. Supply and lay 75mm gravel (to the Employers approval). (PROVISIONAL)
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E	Allow for re-instating all paving, turf (seeding is not acceptable), garden ornaments, flower beds, fencing etc. affected by the works. Allow for supplying new as necessary.
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SECTION 4 - RETAINING WALL IMPROVEMENT WORKS (Cont'd)

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Section 4
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0.00

SECTION FIVE

DAYWORKS AND CONTINGENCIES



£

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CONTINGENCIES

Include the following undefined provisional sum

A Provisional Sum of **£3,000.00** for Contingencies

Item

3,000.00

To Collection

3,000.00

DAYWORKS

The under mentioned number of hours of labour and value of materials are provided for such works as the CA may order to be executed as daywork. No work which in the opinion of the Quantity Surveyor can be measured and valued will be paid at daywork rates

Daywork sheets must be rendered to the CA in detail bearing the operatives name, trade, etc, in duplicate not later than the end of the week following that in which the work is done and sheets are to be monied out and signed by the Foreman and the CA or his representative

The signature of the CA on a daywork sheet will be accepted as fair record of the time and material taken but shall not in any way be authority for a variation nor that the item is to be valued on a daywork basis instead of at a measured rate

General Foreman's time will not be allowed and working foreman shall be charged as ordinary workman

The value of the materials and mechanical plant will be ascertained on the basis of the actual cost to the Contractor by the production of bona fide invoices for the materials and mechanical plant used subject tot the deduction of all trade discounts.

LABOUR (NORMAL WORKING HOURS - MONDAY TO FRIDAY INCLUSIVE, 8.00AM TO 6.00PM)

The rates for labour are to be based on the rates of wages, supervision, travelling time, fares and subsistence payable by the Contractor and are to include for the provision and use of all plant (other than mechanical plant), scaffolding (other than specially erected scaffolding) and tools required, all necessary supervision, all liabilities as Employer (including any payments in connection with the operation of bonus scheme or the work of overtime), also insurance and 'Holidays with Pay' contributions, redundancy payments, incidental costs, profit, overheads for employment of

A	Labourer	10	hr
B	Groundworker	10	hr
C	Gabion basket specialist	20	hr

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DAYWORKS (CONT'D)

LABOUR (OUTSIDE NORMAL WORKING HOURS)

The rates for labour are to be based on the rates of wages, supervision, travelling time, fares and subsistence payable by the Contractor and are to include for the provision and use of all plant (other than mechanical plant), scaffolding (other than specially erected scaffolding) and tools required, all necessary supervision, all liabilities as Employer (including any payments in connection with the operation of bonus scheme or the work of overtime), also insurance and 'Holidays with Pay' contributions, redundancy payments. incidental costs. profit. overheads for employment of

A	Labourer	10	hr
B	Groundworker	10	hr
C	Gabion basket specialist	20	hr

MATERIALS AND GOODS

D	Provide the Provisional Sum of £500.00 for materials and goods used in Daywork	Item
E	Overheads and profit	%

PLANT

F	Provide the Provisional Sum of £500.00 for materials and goods used in Daywork	Item
G	Overheads and profit	%

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CONTINGENCY & DAYWORKS

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GENERAL SUMMARY



GENERAL SUMMARY

JARVIS WALK, LEEDS - RETAINING WALL

£ p

GENERAL SUMMARY

SECTION 1 - PRELIMINARIES

SECTION 2 - PREAMBLES

SECTION 3 - SUPPLEMENTARY NOTES

SECTION 4 - RETAINING WALL SCHEDULE OF WORKS

SECTION 5 - CONTINGENCIES AND DAYWORKS

TENDER SUM

£

FORM OF TENDER

PROPOSED

I/we having read the Conditions of the Contract and Specification/Scope of Works delivered to me/us and having examined the documents and other documents referred to therein do hereby offer to execute and complete in accordance with the Conditions of the Contract the whole of the Works describe for the sum of (in words)

..... (£.....) and within calendar weeks of possession.

I/we agree that should obvious errors in pricing or errors in arithmetic be discovered before acceptance of the offer in the Specification/Scope of Works submitted to me/us, these errors will be dealt with in accordance with Alternative 2 contained in the JCT Practice Note 6 (Series 2) 'Main Contract Tendering'.

This tender remains open for consideration for thirteen weeks from the date fixed for the submission or lodgement of tenders.

Date this: day of2017

Signed:on behalf of

Company:

Address:

.....

Telephone No: Fax No:

Witnessed by (Signature): Name:

Address:

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