

# **SPECIFICATION & SCHEDULE OF WORKS**

## **REPAIRS**

to

21, 23, 25 Market Place

Southwold

IP18 6ED

for

Southwold Town Council

RJF/KH/17225

April 2018

## SECTION 1

### PRELIMINARIES & GENERAL CONDITIONS

SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

**A 10 PROJECT PARTICULARS**

- A PROJECT:  
Repairs  
21,23,25 Market Place  
Southwold  
IP18 6ED
- B EMPLOYER:  
Southwold Town Council  
Town Hall  
Southwold  
IP18 6EF
- C ARCHITECT/PRINCIPAL DESIGNER:  
Hollins  
4A Market Hill  
Framlingham  
Suffolk  
IP13 9BA
- D STRUCTURAL ENGINEER:  
Stroud Associates  
Suite F  
Harkstead Hall Estate Barns  
Lings Lane  
Harkstead  
Ipswich  
IP9 1DB

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

**A11 DRAWINGS**

A THE TENDER DRAWINGS are as follows:

**Architect's drawings:**

*Hollins' drawings:*

17.225-

**Structural Engineer's drawings:**

*Stroud Associates' drawings:*

SQ 724/01 Repairs high level gable no.25

SQ 724/02 Repairs low level gable no.25

SQ 724/03 Roof strengthening no.23

General Notes:

B THE CONTRACT DRAWINGS are as the Tender Drawings.

C THE SPECIFICATION DRAWINGS:  
The drawings from which the Specification has been prepared are as the Tender Drawings.

D INSPECTION:  
A full set of drawings together with other documents relating to the Contract may be seen, by appointment, at the office of the Architect.

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

### A12 THE SITE/EXISTING BUILDINGS

- A ACCESS TO THE SITE:
- B Client's electricity and water supplies exist to the site and will be made available for use by the contractor.
- C Scaffolding against boundaries should be erected so as not to oversail the adjoining properties boundary.
- D Delivery of materials to site, movement of plant etc shall be programmed to start after 9.00am. The size and configuration of all delivery vehicles, lifting plant etc shall be considered to ensure access is achievable.  
The Contractor shall programme accordingly.
- E No storage of materials, plant will be permitted outside the physical boundaries of the site.
- F Allow Employer and his Agents access to the site with all Health and safety measures taken and accompanied by Contractor.
- G Prior to commencement of the work the Contractor shall agree the condition of all existing roads, access drives, car parking and pathways etc with the Architect. A photographic record shall be made. Protect all such roads/pathways etc as hereinafter described in Section A34.
- H WORKING AREA for the Contractor will be confined to the area within the site boundaries.
- I All operatives shall be confined to the defined compound and working areas.

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- A All compound and working areas shall be fully reinstated to no less than existing conditions at Practical Completion of the Works.
- B SITE VISIT: The site may be visited by appointment with Hollins Architects & Surveyors.
- C RISKS TO HEALTH AND SAFETY:  
The nature and condition of the Site/buildings cannot be fully ascertained before they are opened up. However, it is not anticipated that the work will involve removal or disturbance of materials or substances constituting a hazard or risk to Health and Safety. The accuracy and sufficiency of this information is not guaranteed by the Employer or the Architect and the Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the Works.

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**A13 DESCRIPTION OF THE WORK**

A The works comprise:-

The reroofing of numbers 21 and 23 together with strengthening and repair of existing roof structures. Structural repair of gable walls to the rear of number 25. Replacement of a number of windows and external doors. General repairs to face brickwork. Replacement of external cladding to rear of number 21. Replacement of fencing to rear of number 21. Related external decorations.

B COMPLETION OF THE WORKS:

The Works shall be deemed to have been completed only when the whole of the Works has been completed.

C CLIENTS REQUIREMENTS:

The retail premises affected by the works to trade normally for the duration of the works. Works to commence early September and to be completed and cleared away before commencement of the Christmas trading period. All scaffolding to areas accessible to the public to be double boarded and incorporate dust and debris protection. Provide double height tow boards. Enclose vertical sides with debris netting. All tubes at ground level to be protected and fitted with marker tape. Ladders to be removed at the end of each working day.

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

### A20 THE CONTRACT/SUB-CONTRACT

A THE FORM OF CONTRACT will be the JCT Agreement for Minor Works Building Contract 2016 will be executed under hand.

B THE JCT STANDARD FORM OF AGREEMENT FOR MINOR WORKS BUILDING 2016 EDITION.

ALLOW for the obligations, liabilities and services described in the Standard Form of Building Contract against the Clause headings set out below:-

C 1.0 DEFINITIONS AND INTERPRETATIONS

D 1.1 Definitions

E 1.2 Agreement etc. to be read as a whole.

F 1.3 Headings, references to persons, legislation etc.

G 1.4 Reckoning period of days.

H 1.5 Contracts (Rights of Third Parties) Act 1999

I 1.6 Notices and other communications

J 1.7 Consents and approvals

K 1.8 Applicable law

L 2.0 CARRYING OUT THE WORKS

M 2.1 Contractors obligations

N 2.2 Commencement and completion

O 2.3 Architect/Contract Administrators duties

P 2.4 Correction for inconsistencies

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

A	2.5	Divergences from Statutory Requirements
B	2.6	Fees or charges legally demandable
C	2.7	Extension of time
D	2.8	Damages for non-completion
E	2.9	Practical completion
F	2.10	Defects
G	2.11	Certificate of making good
H	3.0	CONTROL OF THE WORKS
I	3.1	Assignment
J	3.2	Person in charge
K	3.3	Sub-contracting
L	3.4	Architect/Contract Administrator's Instructions
M	3.5	Non-compliance with instructions
N	3.6	Variations
O	3.7	Provisional Sums
P	3.8	Exclusion from the works
Q	3.9	CDM Regulations
R	4.0	PAYMENT
S	4.1	VAT
T	4.2	Construction Industry Scheme (CIS)
U	4.3	Interim payments – dates and certificates

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

A	4.4	Contractor's applications and payment notices
B	4.5	Payment – amount and notices
C	4.6	Failure to pay amount due
D	4.7	Contractor's right of suspension
E	4.8	Final certificate and final payment
F	4.9	Fixed price and fluctuation provisions
G	5.0	INJURY, DAMAGES AND INSURANCE
H	5.1	Liability of Contractor – personal injury or death
I	5.2	Liability of Contractor – injury or damage to property
J	5.3	Contractor's insurance of his liability
K	5.4A	Joint names insurance of the Works by Contractor
L	5.4B	Joint names Insurance of existing structures and the works by Employer
M	5.4C	Insurance of the works and existing structures by other means
N	5.5	Evidence of insurance
O	5.6	Loss or damage – insurance claims and reinstatement
P	5.7	Loss or damage to existing structures – right of termination
Q	6.1	Meaning of insolvency
R	6.2	Notices under section 6
S	6.3	Other rights, reinstatement

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

A	6.4	Default by Contractor
B	6.5	Insolvency of Contractor
C	6.6	Corruption and regulation 73 (1) (b) of the PC Regulations
D	6.7	Consequences of termination under clauses 6.4 to 6.6
E	6.8	Default by Employer
F	6.9	Insolvency of Employer
G	6.10	Termination by either Party and regulation 73 (1) (b) and 73 (1) (c) of the PC Regulations
H	6.11	Consequences of termination under clauses 6.8 to 6.10
I	7.1	Mediation
J	7.2	Adjudication
K	7.3	Arbitration

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*SECTION 1: PRELIMINARIES & GENERAL CONDITIONS*

**SCHEDULES**

- A            Schedule 1 - Arbitration
- B            Schedule 2 – Fluctuations – Contribution, levy and tax  
                 charges
- C            Schedule 3 – Supplemental Provisions

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

**ALTERATIONS OR AMENDMENTS TO THE CONDITIONS OF CONTRACT**

- A Article 8 will be deleted
- L Clause No. 2.11 Delete "three months" and insert "six months" except Mechanical and Electrical Installations which shall be "twelve months".
- M Clause No. 5.4A will apply.  
Works insurance by contractor in joint names to be maintained until works are completed and handed over.

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

**THE AGREEMENT WILL BE COMPLETED AS FOLLOWS:**

Fourth Recital and Clause 4 (paras 1.1, 1.2, 1.5, 1.6, 2.1, and 2.2)	Base date	10 days prior to date of tender
Fourth Recital and Clause 4.2	Construction Industry Scheme (CIS)	Employer is not a contractor
Fifth Recital	CDM Regulations	Project is notifiable
Sixth Recital	Framework Agreement	Not Applicable
Seventh Recital	Supplementary Provisions	All Apply
Article 7	Arbitration	Article 7 and Schedule 1 apply
2.2	Commencement date	September 2018
2.2	Completion date	To be agreed
2.8	Liquidated damages	£500 per week
2.10	Rectification period	Six months
4.3	Interim payments	First payment One month after commencement thereafter at monthly intervals
4.3	Payments due prior to practical completion percentage of the total value of the work	95%
4.3	Payments due after practical completion percentage of the total value of the work	97.5%

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

4.3 & 4.8	Fluctuations	Does not apply
4.8.1	Supply of documentation for computation of final acc	Three months
5.3	Contractors Public Liability Insurance, injury to persons or property	£5,000,000.00
5.4A, 5.4B & 5.4C	Insurance of the works	5.4A to apply
5.4A & 5.4B	Percentage to cover Professional fees	15. %
7.2	Adjudication Nominating body	Royal Institution of Chartered Surveyors
Schedule 1	Arbitration Appointer of Arbitrator	Royal Institution of Chartered Surveyors

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

THE AGREEMENT WILL BE COMPLETED AS FOLLOWS:

<u>Clause</u>			
A	5th Recital – Works are notifiable under the CDM Regulations		
B	Article 7 - Applies		
C			
D	2.3	Date for Commencement	September 2018
		Date for Completion	To be agreed
E	2.9	Liquidated Damages	At the rate of £500.00 per week
F	2.11	Defects Liability Period	'six months';
G	4.3	Retention Percentage	5 %
H	4.4	Practical Completion Retention	2 ½ %
I	4.8.1	Final account information	Three months
J	5.3.	Injury or damage to property	£5,000,000

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

**A30 EMPLOYER'S REQUIREMENT TENDERING/SUB-  
LETTING/SUPPLY**

MAIN CONTRACT TENDERING

- |   |   |         |
|---|---|---------|
| A | SCOPE: These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.  | F<br>TR |
| B | TENDERING PROCEDURE will be in accordance with the principles of the "Code of Procedure for Single Stage Selective Tendering" - January 1996.   | F<br>TR |
| C | EXCLUSIONS: If the Contractor cannot tender for any part(s) of the work as defined in the tender documents he must inform the Architect as soon as possible, defining the relevant part(s) and stating his reasons for his inability to tender.                   | F<br>TR |
| D | ACCEPTANCE OF TENDER: The Employer and his representatives:<br><br>a) offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted.<br><br>b) will not be responsible for any costs incurred in the preparation of any Tender. | F<br>TR |
| E | SITE VISIT: Before tendering, ascertain the nature of the Site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.   | F<br>TR |
| F | PERIOD OF VALIDITY: Tenders must remain open for consideration (unless previously withdrawn) for the period stated in the Form of Tender. Information on the date for possession/commencement is given in Section A20.  | F<br>TR |

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

### PRICING/SUBMISSION OF DOCUMENTS

- A      PRICING OF PRELIMINARIES: The following abbreviations have been used:
- F = Fixed charge item      F
- TR = Time related charge item      TR
- B      PRICING OF SPECIFICATION: All items of scheduled work are to be priced and tenders containing lump sums to cover trades or groups of work may be liable to rejection; items unpriced should have "nil" or "included" inserted against them.      F  
TR
- C      Tenderers must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the works.
- Note:** Items shown on the drawing may not necessarily be covered within the Schedule of Work' It will be deemed to ALL be included. The Contractor is to supply and install ALL items to enable full completion of the works.
- D      THE PRELIMINARIES contained within this Specification shall be deemed to apply to all Provisional Sums.      F  
TR
- E      ALTERATIONS TO SPECIFICATION: No alteration or addition shall be made to this Specification without instruction from or prior approval of the Architect.      F  
TR
- F      PRICED SPECIFICATION: Provide a fully priced copy of the Specification monied out in black ink to agree with the amount of the tender, within the period stipulated in the letter of invitation to tender.      F  
TR
- G      UNPRICED ITEMS: Costs relating to items which are not priced will be deemed to have been included elsewhere in the Specification.      F  
TR

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- |   |   |         |
|---|---|---------|
| A | OBSCURITY: If there is any doubt or obscurity as to the meaning of any item in the Specification the Contractor is to seek immediate clarification and confirmation in writing by the Architect before sending in their tender in order that such doubt or obscurity may be removed, for should any misunderstanding arise during the Contract the decision of the Architect as to the true intent and meaning of any dimensions, clause, word or sentence shall be conclusive and binding. | F<br>TR |
| B | ERRORS IN PRICED SPECIFICATION will be dealt with in accordance with the "Code of Procedure for Single Stage Selective Tendering" - January 1996; Alternative 1.  | F<br>TR |
| C | PROGRAMME: The Contractor's proposed programme, as specified in Section A32, providing a comprehensive list of activities and operations showing their sequence and duration must be submitted within seven days of receipt of tender acceptance letter.  | F<br>TR |
| D | Submission of programmes will not relieve the Contractor of his obligations to apply in writing for instructions as required by the Conditions of Contract.   | F<br>TR |
| E | Receipt of programmes by the Architect will neither affect the Contract completion date nor relieve the Contractor of his responsibility to complete the Works by this date.  | F<br>TR |
| F | Record progress on a copy of the chart kept on Site. Update or re-draft if any circumstances arise which affect the progress of the Works and submit copies of all revisions to Architect.  |         |
| G | DOMESTIC SUB-CONTRACTORS: The Contractor shall seek and obtain prior Architect's approval to any proposal to sub-let any portion of work. The Contractor shall have no claim in the event of the Architect's disapproval of any proposed domestic Sub-Contractor.   | F<br>TR |

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- H Comply with the NJCC "Code of Procedure for the Letting and Management of Domestic Sub-Contract Works".

### A31 EMPLOYER'S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS

#### DEFINITIONS AND INTERPRETATIONS

- |   |   |         |
|---|---|---------|
| A | DEFINITIONS: The meaning of terms, derived terms and synonyms used in the Preliminaries/General Conditions and Specification is as defined below or in the appropriate British Standard or British Standard glossary. | F<br>TR |
| B | IN WRITING: When required to notify, inform, instruct, agree, confirm, obtain approval or obtain instructions do so in writing.   | F<br>TR |
| C | APPROVAL (and words derived therefrom) means the approval in writing of the Architect unless specified otherwise.   | F<br>TR |

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- A CROSS-REFERENCE TO THE SPECIFICATION: F  
Where a numerical cross-reference to a specification TR  
section or clause is given on drawings or in the Specification or other pricing document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.
- B Where a cross-reference for a particular type of work, feature, material or product is given, general matters, ancillary products and workmanship also apply. The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which he may discover.
- C EQUIVALENT PRODUCTS: Where the use of the F  
words "or equivalent" permits substitution of a product of TR  
different manufacture to that specified and such substitution is desired, before ordering the product submit for approval documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, fitness for purpose and, where relevant, appearance. Any submitted foreign language documents must be accompanied by certified translations into English.
- D BRITISH STANDARD PRODUCTS: Where any product F  
is specified to comply with a British Standard it may be TR  
substituted by a product complying with a grade or category within a national standard or another Member of State of the European Community or an international standard recognised in the U.K. specifying equivalent requirements and assurances in respect of material, safety, reliability, fitness for purpose and, where relevant, appearance. Notify the Architect of all such substitutions in advance of ordering and provide documentary evidence confirming that the products comply with the specified requirements.
- E SIZES: Unless otherwise stated, products are specified F  
by their co-ordinating sizes. TR

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

F

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

F  
TR

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

### TERMS USED IN REFURBISHMENT/ALTERATION

A	REMOVING means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedded materials, and dispose of unwanted materials. It does not include removing associated pipework, wiring, ductwork or other services.	F TR
B	STORING FOR REUSE means during removal prevent damage to the stated components or materials and clean off bedding and jointing materials.	F TR
C	Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.	F TR
D	REPLACING means remove the stated existing components, features and finishes.	F TR
E	Provide and fit in lieu of new components, features or finishes which, unless specified otherwise, must match those which have been removed. Make good as necessary.	
F	REPAIRING means carry out local remedial work to components, features and finishes as found in the existing building. Resecure or refix as necessary and leave in a sound and neat condition. It does not include:  Replacement of components or parts of components.  Redecoration.	
G	EASING means make minor adjustments to moving parts of the stated components to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.	F TR

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- |   |   |         |
|---|---|---------|
| H | TO MATCH EXISTING means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of appearance. | F<br>TR |
| I | OWNERSHIP: Materials arising from the alteration works/demolitions shall become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.  | F<br>TR |

### DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

- |   |   |         |
|---|---|---------|
| A | ADDITIONAL COPIES OF DRAWINGS: One copy of drawings (not counting any certified copy of the Contract Drawings) will be issued to the Contractor free of charge. Additional copies will be issued on request but may be charged to the Contractor.   | F<br>TR |
| B | ADDITIONAL COPIES OF SPECIFICATION: After execution of the Contract, two copies of the unpriced Specification will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but will be charged to the Contractor.   | F<br>TR |
| C | DIMENSIONS: The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the Architect any dimension required but not given in figures on the drawings nor calculable from the figures on the drawings.   | F<br>TR |
| D | ORDERING OF MATERIALS: The general and component drawings are to be read as a whole; if any details are not clearly shown or specified the Contractor is to ask for instructions - if any work is wrongly done it shall be removed and replaced at the Contractor's expense. The Contractor shall not have any claim whatsoever should he order materials based on this Specification and which are not required. | F<br>TR |

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

DOCUMENTS PROVIDED BY CONTRACTOR/SUB-  
CONTRACTORS/SUPPLIERS

E	DESIGN AND PRODUCTION INFORMATION	F
		TR
F	<b>Master Programme:</b> Make reasonable allowance for the time taken in completing design/production information, inspection by the Architect and any subsequent amendment(s), resubmission(s) and reinspection(s) when preparing the master programme.	
G	<b>Inspection by Architect:</b> Submit to Architect the required number of copies of design/production information. The Architect will note his comments on one copy of the design/production information, sign to show that it has been inspected, then return to the Contractor and this will be deemed to be a direction, notice or instruction under the Contract.	

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- A        **Amendments:**        Ensure that any necessary amendments to the design/production information are made without delay. Unless and until the Architect confirms that resubmission is not required, submit copies of amended drawings etc. to the Architect, and ensure incorporation of necessary amendments all as before.
- B        **Variations:** If submitted design/production information differs from the Employer's Requirements, each such difference must be the subject of a request for substitution or Variation, supported by all relevant information.
- C        **Amendments/corrections by Architect:** Should any amendment to design/production information required by the Architect be considered to involve a Variation which has not already been acknowledged as a Variation by the Architect, notify the Architect without delay and in any case within seven days, and do not proceed with ordering, fabrication, erection or installation until subsequently instructed.
- D        **Distribution of final version:** Complete final version of all design/production information and submit to the Architect the number of copies required by him.
- E        **Production Information** must be provided by the Contractor/Domestic Sub-Contractor(s) as stipulated in relevant clauses. Submit to Architect for comment and make any necessary amendments.
- F        Submit sufficient of final version to Architect for distribution to all affected parties.
- G        **MAINTENANCE INSTRUCTIONS AND GUARANTEES:** Retain copies delivered with components and equipment (failing which, obtain) register with Manufacturer as necessary and hand over to Architect on or before Practical Completion.

F  
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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- H Notify Architect of telephone numbers for emergency services by Sub-Contractors after Practical Completion.

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

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|---|--|---------|
| A | ELECTRICAL COMPLETION: "Electrical Test and Completion Certificates" shall be presented to the Architect, in compliance with BS 7671: 1992 (Regulations for Electrical Installations), before issue of Practical Completion Certificate(s) in accordance with Contract provisions. | F<br>TR |
| B | The Test and Completion certificates, prepared and signed by the Electrical Sub-Contractor, shall be standard N.I.C.E.I.C. registered forms, available for the general electrical installation, fire alarms and emergency lighting.  |         |
| C | The Electricity at Work Regulations 1989 are applicable, making submission of these forms an essential pre-requisite for Practical Completion.   |         |

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## A32 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE WORKS

### GENERALLY

- |   |   |         |
|---|---|---------|
| A | SUPERVISION: Accept responsibility for co-ordination, supervision and administration of the Works, including all sub-contracts. Arrange and monitor a programme with each Sub-Contractor, Supplier, Local Authority and Statutory Undertaker, and obtain and supply information as necessary for co-ordination of the work.   | F<br>TR |
| B | INSURANCES: Before starting work on Site submit documentary evidence and/or policies and receipts for the insurances required by the Conditions of the Contract.  | F<br>TR |
| C | INSURANCE CLAIMS: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the Architect and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice. | F<br>TR |
| D | CLIMATIC CONDITIONS: Keep an accurate record of: <div style="margin-left: 20px;">                 a) daily maximum and minimum air temperature (including overnight),<br/><br/>                 b) number of hours per day in which work is prevented by adverse weather.             </div>  | F<br>TR |

### PROGRAMME/PROGRESS

- |   |  |         |
|---|--|---------|
| E | MASTER PROGRAMME: The master programme for the Works must include for all <div style="margin-left: 20px;">                 a) Sub-Contractor's work, including the completion of drawings etc. (see Section A31), testing and commissioning             </div> | F<br>TR |
|---|--|---------|

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- b) work resulting from instructions issued in regard to the expenditure of provisional sums (see Section A54)
- c) work by others concurrent with the Contract (see Section A50)

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- |   |  |         |
|---|--|---------|
| A | The nature and scope of which, the relationship with preceding and following work and any relevant limitations on method, sequence or timing are suitably defined in the Contract documents.   |         |
| B | Where and to the extent that the programme implications for work which is not so defined are impossible to assess the Contractor should exclude it from his programme and confirm this when submitting the programme.                                    |         |
| C | COMMENCEMENT OF WORK: Inform the Architect at least seven working days before the proposed date for commencement of work on Site.  | F<br>TR |
| D | MONITORING: Record progress on a copy of the programme kept on Site. If any circumstances arise which may affect the progress of the Works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time. | F<br>TR |
| E | ARCHITECT'S SITE MEETINGS: The Architect will hold regular Site meetings to review progress and other matters arising from the administration of the Contract. Meetings will normally be held monthly.   | F<br>TR |
| F | Ensure the availability of accommodation at the time of such meetings.   |         |
| G | Attend all meetings and inform Sub-Contractors and Suppliers when their presence is required.  |         |
| H | The Architect will chair the meetings and take and distribute minutes.   |         |
| I | CONTRACTOR'S SITE MEETINGS: Hold meetings with appropriate Sub-Contractors and Suppliers shortly before main Site meeting to facilitate accurate reporting of progress.  | F<br>TR |

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

J NOTICE OF COMPLETION: Give Architect at least one week's notice of the anticipated dates of Practical Completion of the whole or part of the Works. F  
TR

A ADVERSE WEATHER: Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions. F  
TR

B NOTICE OF DELAY: When a notice of the cause of any delay or likely delay in the progress of the Works is given, written notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the Architect: F  
TR

a) relevant particulars of the expected effects, if appropriate, related to the concurrent causes,

b) an estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion,

c) all other relevant information required by the Architect.

C LOSS AND EXPENSE: Any application in respect of direct loss and/or expense must be made: F  
TR

a) as soon as it has become apparent that such loss and/or expense is likely to occur,

b) in such a way as to afford the Architect the opportunity to issue instructions designed to avoid or reduce the loss and/or expense.

### CONTROL OF COST

D MEASUREMENTS: Give reasonable notice to the Architect before covering up work that the Architect requires to be measured. F  
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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

E

DAYWORK VOUCHERS:

Give reasonable notice to the Architect of the commencement of any work for which daywork vouchers are to be prepared; they shall be promptly submitted not later than the week following that in which the work was executed. Before being delivered to the Architect, each voucher must be:

- a) referenced to the instruction under which the work is authorised, and
- b) signed by person in charge as evidence that the Workman's names, the time spent by each, the plant and materials shown are correct.

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

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|---|--|---------|
| A | <p>UNFIXED MATERIALS:</p> <p>At the time of each valuation disclose to the Architect which of the unfixed materials and goods on Site are free from, and which are subject to, any reservation of title together with their respective values. When requested provide evidence of freedom from reservation of title.</p> | F<br>TR |
| B | <p>LABOUR RECORD:</p> <p>Provide each week for verification a record showing the number and description of Craftsmen, Labourers and other persons employed on or in connection with the Works on each day of that week, including those employed by Sub-Contractors.</p>   | F<br>TR |
| C | <p>PLANT RECORD:</p> <p>Provide each week for verification a record showing the number, type and capacity of all mechanical and power operated plant.</p>  | F<br>TR |

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**A33 EMPLOYER'S REQUIREMENTS: QUALITY STANDARDS/CONTROL**

**MATERIALS AND WORK GENERALLY**

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|---|---|---------|
| A | GOOD PRACTICE: Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:   | F<br>TR |
|   | a) of a standard appropriate to the Works and suitable for the purpose stated in or reasonably to be inferred from the project documents, and   |         |
|   | b) in accordance with good building practice.   |         |
| B | GENERAL QUALITY OF PRODUCTS/MATERIALS: Products to be new unless otherwise specified. For products and materials specified to a British Standard obtain certificates of compliance from Manufacturers when requested by Architect.  |         |
| C | 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 of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by Architect. Ensure that the whole quantity of each produce and material required to complete the work is consistent kind, size, quality and overall appearance. Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together. |         |
| D | If materials are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.   |         |

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

E	PROPRIETARY PRODUCTS: Handle, store, prepare and use or fix each product in accordance with its Manufacturer's current printed or written recommendations/instructions. Inform Architect if these conflict with any other specified requirement. Submit copies to Architect when requested.	F TR
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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- A The tender will be deemed to be based on the products as marketed and recommendations on their use current at the date of tender.
- B Obtain confirmation from Manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform Architect and do not place orders for or use the affected products without further instructions.
- C Where British Board of Agreement products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.
- D CHECKING COMPLIANCE OF PRODUCTS/  
MATERIALS: Check all delivery tickets, labels, identification marks and where appropriate, the goods themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:
- a) the sources, types, qualities, finishes and colours are correct, and match any approved samples,
  - b) all accessories and fixings which should be supplied with the goods have been supplied,
  - c) sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance,
  - d) the delivered quantities are correct, to ensure that shortages do not cause delays in the work,
  - e) the goods are clean, undamaged and otherwise in good condition, with intact protective coverings and unbroken seals,

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- f) any materials which have a limited shelf life are not out of date.

E	PROTECTION OF PRODUCT/MATERIALS: Prevent over-stressing and any other type of physical damage.	F TR
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To Collection £ \_\_\_\_\_

## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- A Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly if products exposed to view on the finished work.
- B Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate allow free air movement around and between stored components.
- C Prevent excessively high or low temperatures and rapid changes of temperature in the material.
- D Protect adequately from the rain, damp, frost, sun and other elements as appropriate.
- E Ensure that materials are at a suitable temperature and moisture content at time of use.
- F Ensure that sheds and covers are of ample size in good weatherproof condition and well secured.
- G Keep different types and grades of materials separately and adequately identified.
- H So far as possible keep materials in their original wrappings, packings or containers, with unbroken seals, until immediately before they are used.
- I Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.
- J Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

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|---|---|---------|
| A | SUITABILITY OF PREVIOUS WORK AND CONDITIONS: Before starting each new type or section of work ensure that:  | F<br>TR |
|   | <ul style="list-style-type: none"><li>a) previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work,</li><li>b) all necessary preparatory work has been carried out, including provision for services, damp-proofing, priming and sealing,</li><li>c) the environmental conditions are suitable, particularly that the building is suitably weathertight when internal components, services and finishes are installed.</li></ul> |         |
| B | GENERAL QUALITY OF WORKMANSHIP: Operatives must be appropriately skilled and experienced for the type and quality of work. Take all necessary precautions to prevent damage to the work from frost, rain and other hazards. Inspect components/materials carefully before fixing or using; reject any which are defective.  | F<br>TR |
| C | Fix or lay securely, accurately and in alignment. Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not overtighten fixings. Adjust location and fixing of components so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.   |         |
| D | Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components to remedy binding or poor fit without approval.   |         |
| E | BS 8000: BASIC WORKMANSHIP: compliance with BS 8000 is implicit.  | F<br>TR |

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- F Where BS 8000 gives recommendations on particular working methods or other matters which are properly within the province and responsibility of the Contractor, compliance therewith will be deemed to be a matter of general industry good practice and not a specific requirement of the Architect under the Contract. If there is any conflict or discrepancy between the recommendations of BS 8000 on the one hand and the project documents on the other, the latter will prevail.

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

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

### SAMPLE/APPROVALS

- B SAMPLES: Where approval of products or materials is specified submit samples or other evidence of suitability. Do not confirm orders or use materials until approval of samples has been obtained. Retain approved samples in good, clean condition on Site for comparison with products and materials used in the Works. Remove when no longer required. F  
TR
- C Where samples of finished work are specified obtain approval of stated characteristic(s) before proceeding with the Works. Retain approved samples in good, clean condition on Site for comparison with the Works. Remove samples which are not part of the finished Works when no longer required.
- D APPROVALS: Where and to the extent that products, materials or work are specified to be approved or the Architect instructs or requires that they are to be approved, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics either: F  
TR
- a) to the express approval of the Architect or
- b) to match a sample expressly approved by the Architect as a standard for the purpose.

### ACCURACY/SETTING OUT GENERALLY

- E SETTING OUT: Check the levels, bench mark datum and dimensions of the Site against those shown on the drawings, and record the results on a copy of the drawings. Notify Architect in writing of any discrepancies and obtain instructions before proceeding. F  
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- F Inform Architect when overall setting out is complete and before commencing construction.

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

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|---|---|---------|
| A | APPEARANCE AND FIT: Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no practically or visibly unacceptable changes in plane, line or level and that the finished work has a true and regular appearance. | F<br>TR |
| B | Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.  |         |
| C | Without prejudice to the above and unless specified otherwise, tolerances will (where applicable) be not greater than those given in BS 5606, Tables 1 and 2.   |         |
| D | RECORD DRAWINGS: Record details of all grid lines, setting-out stations, bench marks and profiles on the Site setting-out drawing. Retain on Site throughout the Contract and hand to Architect on completion.  |         |

### SERVICES GENERALLY

- |   |   |         |
|---|---|---------|
| E | SERVICES REGULATIONS: Any work carried out to or which affects new or existing services must be in accordance with the Byelaws or Regulations of the relevant Statutory Authority and entirely to their Inspector's satisfaction. | F<br>TR |
| F | SERVICE RUNS: Make adequate provision for services, including unobstructed routes and fixings. Wherever possible ducts, chases and holes are to be formed during construction rather than cut.                                    | F<br>TR |

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

### SUPERVISION/INSPECTION/DEFECTIVE WORK

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|---|--|---------|
| G | SUPERVISION: In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade Supervisors to ensure maintenance of satisfactory quality and progress. | F<br>TR |
| H | PERSONS IN CHARGE: Give maximum possible notice to Architect before changing the Foreman in charge or Site Agent.  | F<br>TR |

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

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|---|--|---------|
| A | OVERTIME WORKING: Whenever overtime is to be worked give Architect not less than three days notice, specifying times, types and locations of work to be done. Concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.                         | F<br>TR |
|   |  |         |
| B | DEFECTS IN EXISTING CONSTRUCTION to be reported to Architect without delay. Obtain instructions before proceeding with work which may:<br><br>a) cover up or otherwise hinder access to the defective construction, or<br><br>b) be rendered abortive by the carrying out of remedial work.  | F<br>TR |
|   |  |         |
| C | TIMING OF TESTS AND INSPECTIONS: Agree dates and times of tests and inspections with Architect several days in advance, to enable the Architect and other affected parties to be present. On the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time. | F<br>TR |
|   |  |         |
| D | PROPOSALS FOR RECTIFICATION OR DEFECTIVE WORK/MATERIALS: As soon as possible after any part(s) of the work or any materials or goods are known or appear to be not in accordance with the Contract, submit proposals to Architect for opening up, inspection, testing, making good, adjustment of Contract Sum, or removal and re-execution.                 | F<br>TR |
|   |  |         |
| E | Allow for the possibility that such proposals may be unacceptable to the Architect and/or Employer, and that the Architect may issue contrary instructions.  |         |

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

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| A | MEASURES TO ESTABLISH ACCEPTABILITY:<br>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: | F<br>TR |
|   | a) will be at the expense of the Contractor, and   |         |
|   | b) will not be considered as grounds for extension of time.  |         |
| B | QUALITY CONTROL: Establish and maintain procedures to ensure that the Works, including the work of all Sub-Contractors comply with specified requirements.   |         |
| C | Maintain full records, keep copies on Site for inspection by the Architect, and submit copies of particular parts of the records on request. The records must include:   |         |
|   | a) identification of the element, item, batch or lot including location in the Works,  |         |
|   | b) the nature and dates of inspections by the Contractor or Architect, tests and approvals,  |         |
|   | c) the nature and extent of any non-conforming work found,   |         |
|   | d) details of any corrective action.   |         |

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

### A33 PRELIMINARIES

#### WORK AT OR AFTER COMPLETION

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|---|--|---------|
| A | GENERALLY: Make good all damage consequent upon the work. Remove all temporary markings, coverings and protective wrappings unless otherwise instructed. Clean the Works thoroughly inside and out, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work. | F<br>TR |
| B | Cleaning materials and methods to be as recommended by Manufacturers or products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction.  |         |
| C | PAINTED SURFACES: Touch up minor faults in newly painted/repainted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.  | F<br>TR |
| D | MOVING PARTS: Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.  | F<br>TR |
| E | SECURITY AT COMPLETION: Leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.   | F<br>TR |
| F | MAKING GOOD DEFECTS: Make arrangements with the Architect and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects.  | F<br>TR |

When making good defects it will be expected **ALL** shrinkage cracks to walls, skirtings, ceilings etc., will be made good and the Contractor should make all allowances as necessary.

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

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|---|--|---------|
| A | Inform Architect when remedial works to the various parts of the Works are completed.  |         |
| B | MAINTENANCE INSTRUCTIONS: Obtain and hand over to the Architect at Practical Completion any maintenance instructions provided by Manufacturer, Suppliers or Sub-Contractors. | F<br>TR |

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

**A34 EMPLOYER'S REQUIREMENTS: SECURITY/SAFETY/PROTECTION**

GENERALLY

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|---|---|---------|
| A | SECURITY: Adequately safeguard the Site, the Works, products, materials, plant and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the Site, the Works and adjoining property.  | F<br>TR |
| B | POLICE REGULATIONS: Comply with all Police regulations insofar as they affect the building operations.  | F<br>TR |
| C | STABILITY: Accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary. Prevent over-loading: details of design loads may be obtained from Architect.   | F<br>TR |
| D | RISKS TO HEALTH AND SAFETY: In addition to complying with statutory requirements use products, methods of work and protective measures which will minimise health and safety hazards.   | F<br>TR |
| E | Inform the Architect in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or his representatives when visiting the Site. Provide protective clothing and/or equipment for the Employer and his representatives as appropriate. |         |
| F | ADJOINING PROPERTY: Do not encroach upon adjoining property without the prior approval or permission from the Owner.  | F<br>TR |

PROTECT AGAINST THE FOLLOWING

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|---|-------------------------|---------|
| G | EXPLOSIVES: Do not use. | F<br>TR |
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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

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|---|---|---------|
| H | NOISE: Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles. Mechanical plant such as mixers, hoists etc are only to be run when actually in use. | F<br>TR |
| I | The use of radios or other audio equipment on the site will not be permitted.   |         |

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

A	NUISANCE: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish and other causes.	F TR
B	The Contractor will be required to pay particular attention to minimise noise and other nuisance. Close liaison with the Employer will be required at all times.	
C	POLLUTION: Take all reasonable precautions to prevent pollution of the Site, the Works and the general environment.	F TR
D	FIRE: Take all necessary precautions to prevent personal injury, death and damage to the Works or property from fire.	F TR
E	The Contractor shall note the provisions of the "Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation" (fourth edition: June 1997) and follow its provisions.	
F	There will be no smoking on site.	
G	A fire and security check shall be carried out at the close of work each day.	
H	BURNING ON SITE of materials arising from the work will not be permitted.	F TR
I	WATER: Prevent damage from storm and surface water.	F TR
J	MOISTURE: Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent:  a) blistering and failure of adhesion,  b) damage due to trapped moisture,	F TR

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

c) excessive movement.

K	INFECTED TIMBER: Where instructed to remove timber affected by fungal/insect attack from the building, do so in a way which will minimise the risk of infecting other parts of the building.	F TR
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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

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|---|---|---------|
| A | RUBBISH: Remove rubbish and debris from time to time and keep the Site and Works clean and tidy. Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in. Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.  | F<br>TR |
| B | HAZARDOUS RUBBISH: Remove all surplus hazardous materials and their containers regularly for disposal off Site in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations. Retain waste transfer documentation on site. Allow for the payment of all licences and taxes imposed for waste disposal.   | F<br>TR |
| C | <p>ASBESTOS BASED MATERIALS: Report immediately to the Architect any suspected asbestos based materials discovered during demolition/refurbishment work. Avoid disturbing such materials. Agree with the Architect methods for the safe removal or encapsulation.</p> <ul style="list-style-type: none"><li>• Comply with all safety, health and welfare legislation. With regard to work, which is known to or is found to involve any asbestos material, ensure that any person carrying out the work is aware of and complies with the Suffolk County Council "Code of Practice for work with materials containing asbestos". Obtain a copy of this document from the Architect.</li></ul> | F<br>TR |

### PROTECT THE FOLLOWING:

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|---|--|---------|
| D | WORK IN ALL SECTIONS: Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur. | F<br>TR |
| E | All areas not scheduled for alteration shall be kept clean and tidy and fully protected as required.   |         |

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

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|---|---|---------|
| F | EXISTING SERVICES: Notify all service authorities or private owners of proposed works not less than one week before commencing Site operations. | F<br>TR |
| G | Before starting work check positions of existing services.  |         |
| H | Observe Service Authority's recommendations for work adjacent to existing services.   |         |

To Collection £ \_\_\_\_\_

## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- A Adequately protect and prevent damage to all services. Do not interfere with their operation without consent of the Service Authority's or private owners.
- B If any damage to services results from the execution of the Works, notify Architect and appropriate Service Authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the Service Authority or private owner as appropriate.
- C Replace any marker tapes or protective covers disturbed during Site operations to the Service Authority's recommendations.
- D ROADS AND FOOTPATHS: Adequately maintain roads, car park and footpaths within and adjacent to the Site and keep clear of mud and debris. Any damage to roads, car park and footpaths caused by Site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Employer, the Local Authority or other owner. Bear any costs arising.
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To Collection £ \_\_\_\_\_

## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

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|---|--|---------|
| A | EXISTING FEATURES: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other Site features which are to remain in position during the execution of the Works.   | F<br>TR |
| B | EXISTING WORK: Prevent damage to existing property undergoing alteration or extension and make good to match existing any defects so caused. Cut away and strip out the minimum necessary and with care to reduce the amount of making good to a minimum.  | F<br>TR |
| C | ADJOINING PROPERTY: Take all reasonable precautions to prevent damage to adjoining property. Obtain permission as necessary from the owners if requiring to erect scaffolding on or otherwise use adjoining property, and pay all charges. Clear away and make good on completion or when directed. Bear the cost of repairing any damage arising from execution of the Works. | F<br>TR |
| D | EXISTING STRUCTURES: Provide and maintain during the execution of the Works all incidental shoring, strutting, needling and other supports as may be necessary to preserve the stability of existing structures on the Site or adjoining, that may be endangered or affected by the Works. Prevent overstressing of completed work when removing supports.                     | F<br>TR |

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

### SAFETY, HEALTH AND WELFARE:

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|---|---|---------|
| A | THE CONTRACTOR shall nominate a person on Site to be responsible for liaison on safety, health and welfare matters and who shall maintain regular contact with Architect and existing building users. | F<br>TR |
| B | PROVIDE FOR ALL COSTS incurred by complying with all safety, health and welfare regulations and legislation appertaining to all work people including those employed by Sub-Contractors.              | F<br>TR |

### HEALTH AND SAFETY AT WORK ACT 1974

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|---|--|---------|
| C | THE CONTRACTOR'S PARTICULAR ATTENTION is drawn to Sections 1, 2, 3, 4, 6, 7 and 8 of the Health and Safety at Work etc. Act 1974, Chapter 37.  | F<br>TR |
| D | In devising the procedure of work, which shall be free of risks to the health and safety of any person, so far as is reasonably practicable, the Contractor will take particular note of the published advice of the Health and Safety Executive and Commission. Examples are Guidance Notes in the HS/G series, Approved Codes of Practice, Guidance Notes in the Environmental Hygiene (EH) series, Certificates of Approval and others. | F<br>TR |
| E | The Contractor will note the advice offered by Government Departments, for example, the Central Directorate of Environmental Protection (Department of the Environment) or the Department of Health and Social Security in so much as it relates to the setting up of working procedures.  |         |
| F | The Contractor will note the advice offered by British or other recognised Standards in so much as any standard relates to the setting up of safe working procedures, including the quality of equipment and materials used.   |         |
| G | The Contractor will also take note of any published advice from professional or Contractor's associations in so much as the advice relates to the setting up of safe working procedures.   |         |

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- H      The Contractor will also take particular note of the requirements of any legislation intended to ensure the health and safety of any person irrespective of whether the legislation specifically applies. This is to ensure that the Contractor takes into account all reasonable standards when devising his safe working procedures.

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- A The Contractor will justify to the Architect his method of working at any time and in writing, if required. The Contractor, if required, will provide a written method statement before work commences or before a tender is accepted, at the discretion of the Architect. The Contractor will ensure that any Company or self-employed person engaged to undertake any part of the work required to fulfil this Contract (that is to say, a Sub-Contractor) receives a copy of this clause. The Contractor shall ensure that the requirements of this clause imposed by the Architect shall also be imposed on any sub-contractor.
- B The Contractor will accept full responsibility for all aspects of Site safety. If, in the circumstances, the activities of the Contractor or any person carrying out any part of the work required to fulfil this Contract pose a risk to any person the Contractor will take any action necessary, so far as is reasonable practicable, to remove that risk as soon as possible. In judging what action is necessary, so far as reasonably practicable, the Contractor will take into account any advice given in writing or verbally by the Architect.
- C Nothing in this clause replaces or diminishes any legal duty imposed on the Contractor by an Act of Parliament or any Statutory Instrument. The purpose of the clause is to ensure the Contractor is aware of the various means by which a safe working procedure can be achieved and the general standards of health, safety and welfare that the Contractor is expected to maintain.

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

A With particular regard to work which is known to or may, at some stage of the execution of this Contract, be found to involve\* any asbestos containing material the Contractor will ensure that any person carrying out the work is aware of and complies with all the current legislation in dealing with asbestos based products.

\* For the purpose of this clause "involve" means:

1. alteration of asbestos containing material,
2. removal of asbestos containing material,
3. damage to asbestos containing material,
4. work in very close proximity to asbestos containing material,
5. repair of asbestos containing material,
6. inspection of asbestos containing material,
7. decoration of asbestos containing material,

or any other process which may cause the release of asbestos dust into the air.

B CONTROL OF NOISE: The attention of the Contractor is drawn to the provisions of Section 60 of the Control of Pollution Act 1974 with reference to the control of noise in relation to any demolition or construction work and the need, particularly where such works are adjacent to occupied property where a high sensitivity to noise may be anticipated, to ascertain from the Local Authority what requirements or restrictions if any, shall apply to the Works in this respect.

F  
TR

C The Contractor shall be held responsible for complying with such requirements, restrictions or consent, together with any other stipulations to which his attention may be drawn from time to time by the competent authorities and shall allow in his tender for any costs or expenses arising from such compliance.

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

D	ALL OTHER STATUTORY OBLIGATIONS: Provide for complying with all other statutory obligations and the regulations of any Local Authority, Public Service or Statutory Undertaker not hereinbefore mentioned.	F TR
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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

- |   |  |         |
|---|--|---------|
| A | THE CONTRACTOR shall allow for compliance with all requirements of the Construction (Design and Management) Regulations 2015.                              | F<br>TR |
| B | THE CLIENT shall appoint the Contractor as the Principal Contractor, as soon as is practicable, to perform the relevant functions under these Regulations. | F<br>TR |
| C | THE PRINCIPAL CONTRACTOR shall take over and develop a Health and Safety Plan.   | F<br>TR |

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

**A35 EMPLOYER'S REQUIREMENTS: SPECIFIC LIMITATIONS ON  
METHOD/SEQUENCE/TIMING**

GENERALLY

A	SCOPE: The limitations described in this Section are supplementary to limitations described or implicit in information given in other Sections or on the drawings.	F TR
B	METHOD/SEQUENCE OF WORK: See Section A13	F TR
C	ACCESS TO THE SITE: See Section A12	
D	USE OF THE SITE: Do not use the Site for any purpose other than carrying out the Works.	F TR
E	SCAFFOLDING: Ensure that standing scaffolding is erected early enough and/or dismantled late enough to suit the programme of all Sub-Contractors.	F TR
F	WORKING AREA for the Contractor: See Section A12.	F TR

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

### A36 EMPLOYER'S REQUIREMENTS: FACILITIES/TEMPORARY WORK/SERVICES

#### GENERALLY

- |   |  |         |
|---|--|---------|
| A | LOCATIONS: Inform Architect of the intended siting of all spoil heaps, temporary works and services.                         | F<br>TR |
| B | MAINTAIN, alter, adapt and move temporary works and services as necessary. Clear away when no longer required and make good. | F<br>TR |

#### SITE ACCOMMODATION

- |   |   |         |
|---|---|---------|
| C | ROOM FOR MEETINGS: Provide suitable temporary accommodation for Site meetings, adequately heated and lit, with table and chairs for 8 people. The room may be part of the Contractor's own Site offices.  | F<br>TR |
| D | SANITARY ACCOMMODATION: Provide and maintain in a clean condition sanitary accommodation for the Employer's representatives, either separate or shared with the Contractor's supervisory staff.   | F<br>TR |
| E | PROVIDE temporary weatherproof office and toilet accommodation for the Contractor's staff and weather-proof sheds including those as required by other Sub-Contractors for the storage of materials, tools and tackle and the use of work people employed on the Site in positions to be agreed with the Architect. | F<br>TR |

#### TEMPORARY WORK

- |   |  |         |
|---|--|---------|
| F | GENERAL SCAFFOLDING: Provide as necessary general scaffolding for the execution of the Works.<br><br>Allow for full weather protection of buildings when roof coverings removed, any damage resulting from water ingress is to be repaired at no cost to the client. | F<br>TR |
|---|--|---------|

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G            HOARDINGS AND GANTRIES: Provide temporary screens, fencing, hoardings, fans, planked footways, guard rails, gantries and the like as may be necessary for the protection of the pupils, staff, the public and others, for the proper execution of the Works and for meeting the requirements of any Local or other Authority. Alter, shift and adapt from time to time as necessary. Remove on completion.            F  
TR

A            SPECIFIC HOARDINGS:

a) Two metre high 'Heras' type fencing to the site and compound areas including all supports and lockable gates; polythene sheet linings as indicated on the drawing.            F  
TR

### SERVICES AND FACILITIES

B            LIGHTING: During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.            F  
TR

C            LIGHTING AND POWER: The permanent electrical installation may be used by the Contractor, but the Employer does not undertake that it will be available.            F  
TR

D            The Employer will not be held responsible for the effects of any failure or restriction in the supply.

E            The Contractor must make all arrangements for supply and separate metering of electricity for the Works and pay all costs.

F            WATER FOR THE WORKS: The Contractor may make a temporary connection to the supply to be provided it is executed in a manner approved by the Architect, preferably to a Hydrant or local Water Authority's supply point. The Statutory Water Authority will, on application, provide a suitable independently metered water supply for building purposes and the Contractor shall arrange installation, removal and payment of all fees and            F  
TR

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

charges incurred.

G In the event of the Contractor using the Employer's water supply an approved independent meter shall be installed.

H The Employer will not be held responsible for the effects of any failure or restriction in the supply.

I TELEPHONES: Provide as soon as practicable after the Date of Possession an on Site telephone installation for use by the Contractor, his Sub-Contractors and the Architect.

F  
TR

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

- |   |   |         |
|---|---|---------|
| A | TEMPERATURE AND HUMIDITY: The permanent heating installation may be used for drying out the Works and controlling temperature and humidity levels, but:   | F<br>TR |
|   | a) the Employer does not undertake that it will be available,   |         |
|   | b) the Contractor must take responsibility for operation, maintenance and remedial work, and arrange supervision by and indemnification of the appropriate Sub-Contractors, and pay costs arising.  |         |
| B | USE OF PERMANENT INSTALLATIONS: Unless specific permission is given, the permanent supply, disposal, mechanical, electrical, communications and transport installations may not be used for any purpose other than running in, testing and commissioning. | F<br>TR |
| C | METER READINGS: Where charges for service supplies need to be apportioned ensure that meter readings are taken by relevant authority at possession and/or completion as appropriate. Ensure that copies of readings are supplied to interested parties.   | F<br>TR |
| D | THERMOMETERS: Provide on Site and maintain in accurate condition:   | F<br>TR |
|   | a) a) a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location,   |         |
|   | b) b) a thermometer for measuring concrete and ground temperature.  |         |

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

**A37 EMPLOYER'S REQUIREMENTS: OPERATION/ MAINTENANCE OF THE FINISHED BUILDING**

- |   |   |         |
|---|---|---------|
| A | HEALTH AND SAFETY FILE: The Health and Safety File is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the building and its systems and enabling it to be operated and maintained efficiently and safely. The Contractor is required to obtain or prepare all the information to be included in the File, produce the required number of copies of the File and submit them to the Architect for delivery to the Employer. | F<br>TR |
|---|---|---------|

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

A	MANAGEMENT AND STAFF	F TR
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**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

A	SITE ACCOMMODATION	F
		TR

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## SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

### 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.

A	POWER	F TR
B	LIGHTING	F TR
C	FUELS (excluding fuels for testing and commissioning)	F TR
D	WATER	F TR
E	TELEPHONE AND ADMINISTRATION	F TR
F	SAFETY, HEALTH AND WELFARE (See Section A34)	F TR
G	STORAGE OF MATERIALS (See Section A33)	F TR
H	RUBBISH DISPOSAL (See Section A34)	F TR
I	CLEANING (See Section A33)	F TR
J	DRYING OUT (See Section A34)	F TR
K	PROTECTION OF WORK IN ALL SECTIONS (See A34)	F TR
L	SECURITY (See A34)	F TR

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M	MAINTAIN PUBLIC AND PRIVATE ROADS (See A34)	F TR
N	SMALL PLANT AND TOOLS	F TR

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

A	GENERAL ATTENDANCE ON NOMINATED SUB- CONTRACTORS	F TR
B	OTHERS	F TR

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

A	CRANES	F TR
B	HOISTS	F TR
C	PERSONNEL TRANSPORT	F TR
D	TRANSPORT	F TR
E	EARTHMOVING PLANT	F TR
F	CONCRETE PLANT	F TR
G	PILING PLANT	F TR
H	PAVING AND SURFACING PLANT	F TR
I	OTHERS	F TR

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

**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.

A	TEMPORARY ROADS	F TR
B	TEMPORARY WALKWAYS	F TR
C	ACCESS SCAFFOLDING	F TR
D	SUPPORT SCAFFOLDING AND PROPPING	F TR
E	HOARDINGS, FANS, FENCING ETC.	F TR
F	HARDSTANDING	F TR
G	TRAFFIC REGULATIONS	F TR
H	OTHERS	F TR

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

**A54 PROVISIONAL WORK**

A

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SECTION 1: PRELIMINARIES & GENERAL CONDITIONS

**A55 DAYWORKS**

B THE ABOVE TWO SECTIONS of work have been included as appropriate hereinafter as a separate Section - PROVISIONAL SUMS

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