

HORNIMAN MUSEUM, STUDY COLLECTIONS CENTRE – CEILING WORKS

APPENDIX A – DETAILED TERMS OF THE PRELIMINARIES & CONDITIONS OF CONTRACT

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A10 Project particulars

Clauses

110 The Project

- · Name: Ceiling Works
- Nature: Strengthening and repair of ceiling level timber connections and attic floor structure. Reinsulation of the attic space. Provision of improved safe access to and within the attic.
- Location: Study Collections Centre, Greenwich SE10 0PG
- Timescale for construction work: 8 weeks. To be completed by 31st March 2022.

120 Employer (client)

- Name: The Horniman Public Museum and Public Park Trust
- Address: 100 London Road, London SE23 3PQ
- · Contact: Tim Hopkins (Head of Estates)

130 Principal contractor (CDM)

Name: The Contractor

140 Architect/ contract administrator

Name: Conisbee Structural Engineers

· Address: 1-5 Offord Street, London N1 1DH

Contact: Simon Wilkinson

150 Principal designer

Name: Conisbee Structural Engineers

Address: 1-5 Offord Street, London N1 1DH

Contact: Simon Wilkinson

160 Quantity surveyor

Name: Conisbee Structural Engineers

Address: 1-5 Offord Street, London N1 1DH

Contact: Simon Wilkinson

· Telephone:

Email:

170 Structural Engineer

- Name: Conisbee Structural Engineers
- Address: 1-5 Offord Street, London N1 1DH
- Telephone:
- Email:



 $\boldsymbol{\Omega}$ End of Section



A11

Tender and contract documents

Clauses

110 Tender Drawings

• The tender drawings are:

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210572-CON-X-RF-DR-S-1000_T1
210572-CON-X-RF-DR-S-1001_T1
210572-CON-X-RF-DR-S-4000_T1
210572-CON-X-RF-DR-S-4001_T1
210572-CON-X-RF-DR-S-4002_T1
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120 Contract drawings

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

160 Pre-construction information

• Format: The pre-construction information is described in these Preliminaries in section A34. It refers to information given elsewhere in the Preliminaries and other tender documents.

180 Other documents

- Inspection: Drawings and other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office of the Head of Estates.
- The documents include: Rules for Visiting Contractors

A12

The site/ existing buildings

Clauses

110 The site

· Description: Attic floor and Third Floor levels

120 Existing buildings on/adjacent to the site

 Description: Former school buildings (c 1900) now used as storage facilities for the museum collections. The collection includes items of historic importance and the contractor must ensure that no damage to stored items or to building systems maintaining controlled storage conditions occurs.

140 Existing utilities and services

- Drawings: (Information shown is indicative only): None available.
- · Other information: None

180 Health and safety file

 Availability for inspection: The health and safety file for the site/ building may be seen by appointment during normal office hours at: Study Collections Centre.

200 Access to the site

- Description: Access routes for personnel and materials will be defined and agreed prior to the commencement of work on site
- Limitations: Ensure that escape access for lower floors is maintained at all times in the stairwells
- Access for inspections: Provide access at reasonable times for both on-site and off-site work.

210 Parking

 Restrictions on parking of the Contractor's and employees' vehicles: Contractor vehicles may be parked on site free of charge

220 Use of the site

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

240 Health and safety hazards

- General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:
 - Asbestos containing materials may be found.
- Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any
 additional information is required to ensure the safety of all persons and the works.
- Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.



250 Site visit

- Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- Arrangements for visit: Visits to be made by prior arrangement with Mr Tim Hopkins (Tel. 020 8699 1872 ext. 116)

 $\boldsymbol{\Omega}$ End of Section



A13 Description of the work

Clauses

120 The works

Description: Strengthening of existing ceiling joist connections to primary timber structure.
 Localised timber repairs and access deck strengthening. Removal and reapplication of joist level insulation. Design and installation of new walkways and handrails within the attic

A20

JCT intermediate building contract with contractor's design (ICD)

Clauses

Intermediate building contract with contractor's design (ICD)

- The Contract: JCT Intermediate Building Contract with Contractor's Design 2016 Edition.
- Requirement: Allow for the obligations, liabilities and services described.

The recitals

First - The Works

- Comprise: Strengthening and repair of ceiling level timber connections and attic floor structure. Reinsulation of the attic space. Provision of improved safe access to and within the attic.
- Location: Study Collections Centre, Greenwich SE10 0PG

Second - Contractor's designed portion

- The Works include the design and construction of
 - New walkways and handrails within the attic space. New fall protection rails to existing access ladder.

Third - Contract drawings

The Contract Drawings: As listed in clause A11/120.

Fourth - Other documents supplied by the Employer

- Comprise: The Work Schedules
- Named person: The whole of the text referring to a named person as a subcontractor Select from list will be deleted.

Fifth A - Pricing by the Contractor

- Option A will apply: Option B will be deleted.
- Priced document: Within Option A the following words will be deleted:
 - Bills of Quantities.
- Priced Activity Schedule: The words 'and has provided the Employer with a priced schedule of activities annexed to this Contract (the Activity Schedule)' will be deleted.

Ninth - Information release schedule

• The Ninth Recital will be deleted.

Eleventh - Division of the works into sections

The Eleventh Recital will be deleted.



Articles

3 - Architect/ Contract Administrator

Architect/ Contract Administrator: See clause A10/140.

4 - Quantity Surveyor

• Quantity Surveyor: See clause A10/160.

5 - Principal Designer

Principal designer: See clause A10/150.

6 - Principal Contractor

Principal contractor: See clause A10/130.

9 - Legal proceedings

Amendments: None

Contract particulars

Fourth Recital - Employer's Requirements

• Comprise: Schedule of Work

Sixth Recital - Contractor's Proposals/ CDP Analysis

Comprise: TO BE COMPLETED BY CONTRACTOR

Eighth Recital and Clause 4.6 - Construction industry scheme

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

Tenth Recital - CDM Regulations

The project is not notifiable.

Thirteenth Recital and Schedule 5 - Supplemental provisions

- Collaborative working: Supplemental Provision 1 applies.
- Health and safety: Supplemental Provision 2 applies.
- Cost savings and value improvements: Supplemental Provision 3 applies.
- Sustainable development and environmental considerations: Supplemental Provision 4 applies.
- Performance indicators and monitoring: Supplemental Provision 5 applies.
- Notification and negotiation of disputes: Supplemental Provision 6 applies.
- Where Supplemental Provision 6 applies, the respective nominees of the parties are
 - Employer's nominee: To be agreed
 - Contractor's nominee: TO BE COMPLETED BY CONTRACTOR. Or such replacement as each party may notify to the other from time to time.



Article 8 - Arbitration

• Article 8 and clauses 9.3 to 9.8 (arbitration) do not apply.

Clause 1.1 - Base Date

Base Date: 10.01.2022

Clause 1.1 - Date for completion of the Works

Date for completion of the Works (where completion by sections does not apply): 31.03.2022

Clause 1.7 - Addresses for service of notices

Employer

Address: 100 London Road SE23 3PQ

Contractor

Address: TO BE COMPLETED BY CONTRACTOR

Clause 2.4 - Date of possession of the site

Date of Possession of the site: No later than 2 weeks from the date for receipt of Tenders

Clause 2.5 - Deferment of possession of the site

- Clause 2.5 applies.
- Where clause 2.5 applies, maximum period of deferment (if less than six weeks) is 6 weeks.

Clause 2.23.2 - Liquidated Damages

Damages: At the rate of £1000 per calendar week or pro-rata thereto.

Clause 2.30 - Rectification period

Period: Six months from the date of practical completion of the Works.

Clause 4.3 and 4.9 - Fluctuations Provision

• Fluctuations provision: no Fluctuations Provision applies

Clause 4.7 - Advance payment and advance payment bond

• Advance payment: Clause 4.7 does not apply.

Clause 4.8.1 - Interim payments - Interim Valuation Dates

 The first Interim Valuation Date is: one month after the Date of Possession, and thereafter the same date in each month or the nearest Business Day in that month.

Clause 4.9.1 - Interim payments - percentage of value

- Not achieved practical completion: Where the works, or those works in a section, have not
 achieved practical completion, the percentage of total value in respect of the works that have not
 achieved practical completion is 95 percent.
- Completed works: Where the works, or those works in a section, have achieved practical completion, the percentage in respect of the completed works is 97.5 percent.



Clause 4.10.4 - Listed items - uniquely identified

The Contract Particulars item for clause 4.10.4 will be deleted.

4.10.5 - Listed items - not uniquely identified

Listed items: The Contract Particulars entry for Clause 4.10.5 will be deleted.

Clause 6.4.1 - Contractor's Public Liability Insurance: Injury to persons or property

 Insurance cover for any one occurrence or series of occurrences arising out of one event: £5,000,000

Clause 6.5.1 - Insurance - liability of Employer

Insurance is not required.

Clause 6.7 and Schedule 1 - Works Insurance - insurance options

- Schedule 1: Insurance option B applies.
- Percentage to cover professional fees: 15 per cent.
- Where Insurance Option C applies, Paragraph C1: applies

Clause 6.15 - Joint Fire Code

The Joint Fire Code: Does not apply.

Clause 6.19 - Contractor's Design Portion - Professional Indemnity Insurance

- Level of cover: Amount of indemnity required:
 - relates to claims or series of claims arising out of one even;
 - and is £ 2,000,000.
- Cover for pollution and contamination claims: Is required, with a sub-limit of indemnity of £2,000,000
- Expiry of required period of CDP Professional Indemnity Insurance: 12 years

Clause 8.9.2 - Period of suspension (termination by Contractor)

• Period of suspension: Two months

Clauses 8.11.1.1 to 8.11.1.5 - Period of suspension (termination by either Party)

• Period of suspension: Two months

Clause 9.2.1 - Adjudication

- The Adjudicator is: President or a Vice President of the Royal Institution of Chartered Surveyors
- Nominating body where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established): The Royal Institution of Chartered Surveyors



Clause 9.4.1 - Arbitration

 Appointor of Arbitrator (and of any replacement): President or a Vice President of the Royal Institution of Chartered Surveyors.

The conditions - No Amendments

Section 1: Definitions and Interpretation

1.5 - Reckoning periods of days

• Amendments: None

1.12 - Applicable law

Amendments: None

Section 2: Carrying out the Works - No Amendments

Section 3: Control of the Works - No Amendments

Section 4: Payment - No Amendments

Section 5: Variations - No Amendments

Section 6: Injury, Damage and Insurance - No Amendments

Section 7: Assignment and Collateral Warranties - No Amendments

Section 8: Termination - No Amendments

Section 9: Settlement of Disputes - No Amendments

Execution

Execution

The contract: Will be executed as a deed.

 $\boldsymbol{\Omega}$ End of Section

A30

Tendering/ subletting/ supply

Main contract tendering

110 Scope

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

145 Tendering procedure

- General: In accordance with the principles of: the Code of Procedure for Single Stage Selective Tendering 1996.
- · Arithmetical errors: Overall price is dominant.

160 Exclusions

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

170 Acceptance of tender

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

190 Period of validity

- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 8 weeks.
- Date for possession/ commencement: See section A20.

Pricing/ submission of documents

310 Tender

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

480 Programme

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

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 tender

520 Design documents

- Scope: Include the following in the Contractor's Proposals:
 - Design drawings: Preliminary proposals for access design
- · Submit: With tender.

530 Substitute products

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

540 Quality control resources

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

550 Health and safety information

- Content: Describe the organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- Include
 - A copy of the 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-construction information and other hazards identified by the contractor will be addressed.
 - Details of the management structure and responsibilities.



- Arrangements for issuing health and safety directions.
- Procedures for informing other contractors and employees of health and safety hazards.
- 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.
- 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.

599 Freedom of Information Act

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

Subletting/ supply

630 Domestic subcontracts

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

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 here or in the appropriate referenced document.

120 Communication

- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek, provide 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: Apparatus, appliances, machinery, vehicles or things of whatsoever nature required in
 or about the construction for the execution and 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.
- Excludes: Products and equipment or anything intended to form or forming part of the permanent works.

145 Contractor's choice

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

150 Contractor's Design

 Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.

155 Submit proposals

Meaning: Submit information in response to specified requirements.

160 Terms used in specification

 Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes removal and disposal of associated pipework, wiring, ductwork or other services.



- Remediate: Action or measures taken to lessen, clean up, remove or mitigate the existence of hazardous materials; in accordance with standards, or requirements as may be set out by statutes, rules, regulations or specification.
- Fix: Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging. To include all labour, materials and site equipment for that purpose.
- Supply and fix: As above, but including supply of products, components or systems to be fixed, together with everything necessary for their fixing. All products, components or systems are to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, protect adequately and store until required by the employer/ purchaser, or until required for use in the works as instructed.
- Keep for recycling: As 'keep for reuse', but relates to a naturally occurring material rather than a manufactured product.
- 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 restore something to its original working state. 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.

170 Manufacturer and product reference

- Definition: When used in this combination:
 - Manufacturer: the person or legal entity under whose name or trademark the particular product, component or system is marketed
 - Product reference: the proprietary brand name and/ or identifier by which the particular product, component or system is described.
- Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

200 Substitution of products

- 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.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
- Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

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.

230 Equivalent products

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

240 Substitution of standards

- Specification to British Standard or European Standard: Substitution may be proposed complying
 with a grade or category within a national standard of another Member State of the European
 Community or an international standard recognised in the UK.
- Before ordering: Submit notification of all such substitutions.
- Documentary evidence: Submit for verification when requested as detailed in clause A31/200.
 Any submitted foreign language documents must be accompanied by certified translations into English.

250 Currency of documents and information

 Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

260 Sizes

- General dimensions: Products are specified by their co-ordinating sizes.
- Timber: Cross section dimensions shown on drawings are:
 - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.



 Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

Documents provided on behalf of employer

410 Additional copies of drawings/ documents

Additional copies: Issued free of charge.

440 Dimensions

• Scaled dimensions: Do not rely on.

450 Measured quantities

- 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 specification

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

Documents provided by contractor/ subcontractors/ suppliers

510 Design and production information

- Master programme: Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
- Design/ production information: Submit two copies, one could be returned with comments and this
 will be deemed to be a direction, notice or instruction under the Contract. Ensure that any
 necessary amendments are made without delay and resubmit unless it is confirmed that it is not
 required.
- 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 not 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 it has been carried out,
 may not be allowed.
- Final version of design/ production information: Submit

600 Contractor's Design information

- General: Complete the design and detailing of parts of the Works as specified.
- Provide
 - 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 information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.



Information required: Detailed design/fabrication drawings for new access ladder/stair

Support and fixing details for new access ladder/stair

- Format: PDF
- Number of copies: Issued electronically to project team
- Submit: Within one week of request.

620 As-built drawings and information

- Contractor designed work: Provide drawings/ information:
- Submit: At least two weeks before date for completion.

640 Maintenance instructions and guarantees

- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- Information location: In Building Manual.
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover:

Document/ data interchange - No Amendments

A32

Management of the works

Generally

110 Supervision

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

120 Insurance

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

130 Insurance claims

- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the employer/ client, the person administering the Contract on their behalf and the Insurers.
- Failure to notify: Indemnify the employer/ client against any loss, which may be caused by failure to give such notice.

150 Ownership

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

Programme/ progress

210 Programme

- Master programme: 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, exclude it and confirm this when submitting the programme.
- Submit: PDF copy electronically

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.

250 Monitoring

- Progress: Record on a copy of the programme kept on site.
- Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.

260 Site meetings

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: Every two weeks
- Location: On site or remotely via Teams/Zoom
- 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 and distribute minutes): Contract Administrator

265 Contractor's progress report

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

270 Contractor's site meetings

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

280 Photographs

- Number of locations: All areas where works will be concealed on completion
- Frequency of intervals: On completion
- Image format: JPEG
- Number of images from each location: Sufficient to confirm work undertaken

285 Partial possession by Employer

 Clause 2.25 of Conditions of Contract: Ensure all necessary access, services and other associated facilities are also complete.

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): Two 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.

Control of cost

420 Removal/ replacement of existing work

- Extent and location: Agree before commencement.
- Execution: Carry out in ways that minimize the extent of work.

430 Proposed instructions

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

440 Measurement

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

470 Products not incorporated into the Works

 Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.



Evidence: When requested, provide evidence of freedom of reservation of title.

475 Listed products stored off site

- Evidence of Title: Submit reasonable proof that the property in 'listed items' is vested in the Contractor.
- Include for products purchased from a supplier
 - A copy of the contract of sale and a written statement from the supplier that any conditions
 of the sale relating to the passing of property have been fulfilled and the products are not
 subject to any encumbrance or charge.
- Include for products purchased from a supplier by a subcontractor or manufactured or assembled by any subcontractor
 - Copies of the subcontract with the subcontractor and a written statement from the subcontractor that any conditions relating to the passing of property have been fulfilled.

480 Labour and equipment returns

- Records: Provide for verification at the beginning of each week in respect of each of the previous seven days.
- Records must show
 - The number and description of craftsmen, labourers and other persons directly or indirectly employed on or in connection with the Works or Services, including those employed by subcontractors.
 - The number, type and capacity of all mechanical, electrical and power-operated equipment employed in connection with the Works or Services

A33

Quality standards/ control

Standards of products and executions

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.
- Verification: When requested, operatives must produce evidence of skills/ qualifications.

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 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: Not defective, 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 Evidence of Compliance

- Proprietary products: Retain on site evidence that the proprietary product specified has been supplied.
- Performance specification: 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.

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.
- Exceptions: Submit details of changes to recommendations or instructions.
- Execution: Use ancillary products and accessories supplied or recommended by main product manufacturer.
- 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.

Samples/ approvals

210 Samples

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



220 Approval of products

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

230 Approval of execution

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a
 whole is required this is specified separately). Do not conceal, or proceed with affected work until
 compliance with requirements is confirmed.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

Accuracy/ setting out generally

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.

330 Appearance and fit

- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
 - Submit proposals; or
 - Arrange for inspection of appearance of relevant aspects of partially finished work.
- General tolerances (maximum): To BS 5606, tables 1 and 2.

Services generally

435 Electrical installation certificate

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

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.
- Evidence: Submit, including details of the person proposed, their relevant skills training and knowledge; practical experience; qualifications; membership or registration with professional bodies; employment history, work related assessments and management structure.
- Submittal date: Within one week of request
- Replacement: Give maximum possible notice before changing person in charge or site agent.



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: Three 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.

540 Defects in existing work

- Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- Documented remedial work: Do not execute work which may:
 - Hinder access to defective products or work; or
 - Be rendered abortive by remedial work.

550 Access for inspection

 Removal: Before removing scaffolding or other facilities for access, give notice of not less than three 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.

580 Continuity of thermal insulation

- Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to specification. Include:
 - The address of the premises.
 - The Contractor's name and address.
 - The name, qualification and signature of the competent person responsible for checking compliance.
 - The date on which the installation was checked.
- Submit: Before completion of the Works.
- Copy: To be lodged in the building manual.

610 Proposals for rectification of defective products/ executions

- Proposals: Immediately any work 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 revision of the completion date.

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.

Work at or after completion

710 Work before completion

- General: Make good all damage consequent upon the Works.
- Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- 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.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges.
 Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

720 Security at completion

- General: Leave the Works secure with, where appropriate, all accesses closed and locked.
- Keys: Account for and adequately label all keys, and hand over together with an itemized schedule, retaining duplicate schedule signed as a receipt.

730 Making good defects

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

Ω End of Section



A34 Security/ safety/ protection

Security, health and safety

110 Pre-construction information

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

120 Execution hazards

- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: Refer to Construction Hazard Assessment and PCI documents

140 Construction phase health and safety plan

- Submission: Present to the employer/ client no later than one week before commencement of work 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
 the CDM Regulations.
- Content: Develop the plan from, and draw on, the outline construction phase health and safety plan, clause A30/570, and the pre-tender health and safety plan/ pre-construction information.

150 Security

- Protection: 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 and adjoining property.

160 Stability

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

170 Occupied premises

- Extent: Existing buildings will be occupied and/ or used during the contract as follows: All remaining areas of the Study Collections Centre beyond the site boundary.
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.



 Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.

190 Occupier's rules and regulations

- Compliance: Conform to the occupier's rules and regulations affecting the site.
- Copies
 - Location: Issued with tender information

210 Safety provisions for 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 and maintain on site for visitors to the-site.

Protect against the following

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 containing materials

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

371 Dangerous or hazardous substances

- Duty: Report immediately suspected materials discovered during execution of the works.
 - Do not disturb.
 - Agree methods for safe removal or remediation.

380 Fire prevention

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

390 Smoking on-site

Smoking on-site: Not permitted.

400 Burning on-site

Burning on-site: Not permitted.



410 Moisture

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

420 Infected timber/ Contaminated materials

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

430 Waste

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

Protect the following

510 Existing services

- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- Identification: Before starting work, check and mark positions of utilities/ services. Where positions
 are not shown on drawings obtain relevant details from service authorities, statutory undertakers
 or other owners.
- · Work adjacent to services
 - Comply with service authority's/ statutory undertaker's recommendations.
 - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
- Identifying services
 - Below ground: Use signboards, giving type and depth;
 - Overhead: Use headroom markers.
- Damage to services: If any results from execution of the Works:
 - Immediately give notice and notify appropriate service authority/ statutory undertaker.
 - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.



- Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

520 Roads and footpaths

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

560 Existing features

 Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.

570 Existing work

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

580 Building interiors

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

600 Existing furniture, fittings and equipment

• Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.

610 Especially valuable/ vulnerable items

- Protection: Ensure provision and maintenance of special protective measures to prevent damage to the following:
 - Museum collection items at third floor level.
- Method statement: Submit within one week of request describing special protection to be provided.

630 Existing structures

- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:
 - Provide and maintain all incidental shoring, strutting, needling and other supports as may be
 necessary to preserve stability of existing structures on the site or adjoining that may be
 endangered or affected by the Works.
 - Do not remove until new work is strong enough to support existing structure.
 - Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.



• Standard: Comply with BS 5975 and BS EN 12812.

640 Materials for recycling/ reuse

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



A35 Specific limitations on method/ sequence/ timing

Clauses

110 Scope

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



A36

Facilities/ temporary work/ services

Generally - No Amendments

Accommodation

230 Temporary accommodation

- Accommodation made available by the Employer: The following may be used for the duration of the Contract without charge provided that:
 - It is used solely for the purposes of carrying out the Works.
 - The use to which it is put does not involve undue risk of damage.
 - Any temporary adaptations are approved by or on behalf of the Employer before being carried out.
 - It is vacated on completion of the Works or determination of the Contract.
 - When vacated, its condition is at least equivalent to its condition at the start of the Contract.
- Description: WC and mess room facilities
- Available services and facilities: Toilet and shower facilities at the site, mess room with kitchen
 facilities. Areas must be accessed in clean work wear and times for using the mess area agreed
 in advance with the Collections Manager.

Temporary works

320 Temporary works

• Employer's specific requirements: Provide:

340 Name boards/ advertisements

Name boards/ advertisements: Not permitted.

Services and facilities

420 Lighting and power

- Supply: Electricity from the existing mains may be used for the Works as follows:
 - Metering: Free of charge
 - Point of supply: TBC
 - Available capacity: TBC
 - Frequency: 50 Hz.
 - Phase: TBC
 - Current: Alternating.
- Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

430 Water

Supply: The existing mains may be used for the Works as follows:



Metering: Free of charge

Source: Mains

Location of supply point: TBC

 Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

440 Mobile telephones

- Direct communication: As soon as practicable after the start on site:
 - provide the Contractor's person in charge with a mobile telephone.
 - · pay all charges reasonably incurred.

510 Temperature and humidity

- Levels required by the Employer: Maintain the following:
 - Collections storage areas to be kept at 19-21 Degrees C and Humidity between 40% 60%...

530 Beneficial use of installed systems

- The following permanent systems may be used for the Works: Electrical and water supplies
- · Details: Confirm with Head of Estates

570 Personal protective equipment

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



A37 Operation/ maintenance of the finished works

Generally

115 The Health and Safety File

- · Responsibility: the contractor
- Content: Obtain and provide the following information: as per HSE Guidance L153.
- Format:
- Delivery to: Mr Tim Hopkins By (date): within two weeks of completion.

conisbee