



A10 **PROJECT PARTICULARS**

110 **THE WORKS**

Name: 67 – 69 Seaside Road – Commercial Unit
Nature: Alteration and refurbishment
Location: 67 – 69 Seaside Road, Eastbourne, East Sussex, BN21 3PL
Length of Contract: TBA
Antipated Start on Site: TBA

120 **EMPLOYER (CLIENT)**

Name: Eastbourne Borough Council
Address: 1 Grove Road, Eastbourne, East Sussex, BN21 4TW
Contact: Cameron Jones
Telephone: 01323 410 000
Email: cameron.jones@eastbourne.org.uk

130 **PRINCIPAL CONTRACTOR (CDM)**

Name: TBC.
Address: TBC.
Contact: TBC.
Telephone: TBC.
E-mail: TBC.

140 **ARCHITECT/ CONTRACT ADMINISTRATOR**

Name: Faithorn Farrell Timms LLP.
Address: Unit E Dittons Business Park, Dittons Road, Polegate, BN26 6HY.
Contact: George Clarkson
Telephone: 01323 485111
E-mail: georgeclarkson@effefftee.co.uk

150 **PRINCIPLE DESIGNER**

Name: Faithorn Farrell Timms LLP
Address: Central Court, 1 Knoll Rise, Orpington, BR6 0JA
Contact: Shane Jeeves
Telephone: 01689 885080
E-mail: shanejeeves@effefftee.co.uk

A11 **TENDER AND CONTRACT DOCUMENTS**

100 **TENDER DRAWINGS**

- T3-0648-01
- T3-0648-02
- 13315-06 A

120 **CONTRACT DRAWINGS N/A**

160 **PRECONSTRUCTION INFORMATION**

Format: The Preconstruction information is described in these preliminaries in Section A34 and Appendix Two – Pre-Construction Information Pack. It refers to information given elsewhere in the preliminaries and other tender documents.

A12 **THE SITE/ EXISTING BUILDINGS**

110 **THE SITE**

Location: The 'Site' is comprised of various scattered residential houses and flats across Eastbourne, East Sussex. Properties as listed in /appendix One but subject to confirmation from the Client and Contract Administrator.

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120	ACCESS TO THE SITE Description: From the public highway
210	PARKING Restrictions on parking of the Contractor's and employees' vehicles: Access to the site is via public highway, estate roads and footpaths. Contractor's vehicles will be governed by highway regulations and parking restrictions in existence throughout the contract period. Contractor's operatives (including those of sub-contractors) are not to park their vehicles within private car parks at any time without prior permission to do so.
220	USE OF THE SITE General: Do not use the site for any purpose other than carrying out the Works. Limitations: Protect the adjoining properties, including walls, gardens, fences etc. and give any notices required to adjoining owners and tenants and make any necessary arrangements with owners and tenants for permission to enter land or premises adjoining the Works. The contractor shall use all reasonable measures to avoid causing inconvenience and shall indemnify the Employer from any claim or action for damages on account of unauthorised trespass or other misconduct of his or any Sub-Contractor's Employees.
230	SURROUNDING LAND/ BUILDING USES General: Adjacent or nearby uses or activities are as follows: Residential dwellings and commercial shops and units.
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: - Concealed and live services - Defects in services installations and fittings - Asbestos based materials - Lead. Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. 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: Visit buildings, land and other places with the Contract Area to ascertain the nature, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
A13	<u>DESCRIPTION OF THE WORK</u>
120	THE WORKS Description: The works comprise the shell fit out of the commercial unit consisting of ground and basement levels.
130	WORK BY OTHERS CONCURRENT WITH THE CONTRACT Description: N/A.
140	COMPLETION OF WORK BY OTHERS Description: N/A.

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A20

JCT MINOR WORK BUILDING CONTRACT (MW 2011)

JCT 2011 MEASURED TERM CONTRACT

The Contract: JCT Minor Works Building Contract (MW), 2011 Edition.

Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

First – THE WORKS AND THE CONTRACT ADMINISTRATOR

The work comprises: shell fit out of the commercial unit

Contract Administrator: See clause A10/140.

SECOND - CONTRACT DOCUMENTS

Contract drawings: As listed in clause A11/120

Contract documents: Will be deleted

Third - PRICED DOCUMENTS

Documents to be priced or provided by the Contractor: The Specification.

CONTRACT PARTICULARS

Fourth Recital and Schedule 2 - BASE DATE

Base date 10 days before the date given for return of tenders

Fourth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)

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

Fifth Recital - CDM REGULATIONS

The project is not notifiable

Sixth Recital - FRAMEWORK AGREEMENT

Framework agreement: Does not apply.

Details:

- Date: N/A.

- Title: N/A.

- Parties: N/A.

Seventh Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

Collaborative working: Paragraph 1 applies.

Health and safety: Paragraph 2 applies.

Cost savings and value improvements: Paragraph 3 applies.

Sustainable development and environmental considerations: Paragraph 4 applies.

Performance indicators and monitoring: Paragraph 5 does not apply.

Notification and negotiation of disputes: Paragraph 6 applies. Where paragraph 6 applies, the respective nominees of the parties are:

- Employer's nominee: Daniel Salmond, Faithorn Farrell Timms LLP.

- Contractor's nominee: TBC.

Or such replacement as each party may notify to the other from time to time.

Article 7 - ARBITRATION

Article 7 and Schedule 1 apply.

Clause 1.1 - CDM PLANNING PERIOD

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

Clause 2.2 - COMMENCEMENT AND COMPLETION

Date for Commencement of the Works: TBA

Date for Completion: TBA

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Clause 2.8 - LIQUIDATED DAMAGES

At the rate of £400.00 per week or part thereof

Clause 2.10 - RECTIFICATION PERIOD

Period: 6 Months from the date of practical completion

Clause 4.3 - PERCENTAGE OF THE TOTAL VALUE OF THE WORK ETC.

Percentage: 95 per cent.

Clause 4.4 - PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE CONTRACTOR

Percentage: 97½ per cent.

Clause 4.8.1 - SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED

Period: Three months from the date of practical completion.

Clause 4.11 and Schedule 2 - CONTRIBUTION, LEVY AND TAX CHANGES

Clause 4.11 and Schedule 2 will be deleted.

Clause 5.3.2 - CONTRACTOR'S INSURANCE - INJURY TO PERSONS OR PROPERTY

Insurance cover (for any one occurrence or series of occurrences arising out of one event): £5,000,000.00.

Clauses 5.4A, 5.4B and 5.4C - INSURANCE OF THE WORKS ETC - ALTERNATIVE PROVISIONS

Clause 5.4C together with 5.4A applies. (Existing structures insurance by Employer in own name). Applies.

Clause 7.2 - ADJUDICATION

The Adjudicator is: President or a Vice president or Chairman or Vice Chairman.
Nominating body: Royal Institution of Chartered Surveyors.

Schedule 1 paragraph 2.1 - ARBITRATION

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

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.4 - RECKONING PERIODS OF DAYS Amendments: N/A.

1.7 - APPLICABLE LAW Amendments: N/A.

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES EXECUTION

The Contract: Will be executed underhand

A30 TENDERING/ SUBLETTING/ SUPPLY MAIN CONTRACT TENDERING

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.

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190 PERIOD OF VALIDITY

Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 13 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.

Alterations: Do not alter or qualify the priced schedules of work without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.

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.

550 HEALTH AND SAFETY INFORMATION

Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.

Include:

- A copy of the contractor's health and safety policy document, including risk assessment procedures.
- Accident and sickness records for the past five years.
- Records of previous Health and Safety Executive enforcement action.
- Records of training and training policy.
- The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

Submit: Within one week of request.

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.

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599 FREEDOM OF INFORMATION

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 outside the project participants without express written permission.

Confidentiality: Maintain at all times.

SUBLETTING/ SUPPLY

640 DOMESTIC SUBCONTRACTORS

General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.

List: Provide details of all subcontractors and the works for which they will be responsible. Subcontractor's to be approved by CA prior to appointment.

Submit: Within one week of request.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS DEFINITIONS AND INTERPRETATIONS

110 DEFINITIONS

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

120 COMMUNICATION

Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.

Format: In writing to the person named in clause A10/140 unless specified otherwise.

Response: Do not proceed until response has been received.

130 PRODUCTS

Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the

Works.

Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

135 SITE EQUIPMENT

Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.

Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

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 taking out and disposing of associated pipework, wiring, ductwork or other services.

Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.

Supply and fix: As above, but including supply of products to be fixed. All products 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, adequately protect and store until required by the

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Employer/ Purchaser or for use in the Works as instructed.
 Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
 Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
 Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
 Refix: Fix removed products.
 Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
 Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
 System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

170 MANUFACTURER AND PRODUCT REFERENCE

Definition: When used in this combination:
 - Manufacturer: The firm under whose name the particular product is marketed.
 - Product reference: The proprietary brand name and/ or reference by which the particular product is identified.
 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.

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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

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

DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

Additional copies: Issued on request and charged to the Contractor.

460 DIMENSIONS

Scaled dimensions: Do not rely on. Obtain from site all dimensions that are required.

460 THE SPECIFICATION

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

DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

630 TECHNICAL LITERATURE

Information: Keep on site for reference by all supervisory personnel:

- Manufacturers' current literature relating to all products to be used in the Works.
- Relevant British, EN or ISO Standards.

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: Handed to the CDM Co-ordinator for incorporation in the Health and Safety File.

A32 MANAGEMENT OF THE WORKS GENERALLY

110 SUPERVISION

General: Accept responsibility for receiving instruction from the CA, 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.

130 INSURANCE

Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.

Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

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

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.

PROGRAMME/ PROGRESS

210 PROGRAMME
Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
- Planning and mobilisation by the Contractor
- Subcontractor's work.
- 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.
- Work by others concurrent with the Contract.
- Grouping of properties into a defined and workable geographical area.
- Once works start on a property they must be continuous until completion.
- On commencement of works to any given property the Contractor is to notify the Contract Administrator immediately of any associated repair works required.
- The Contractor is to make allowance for interruptions commonly found in programming works around residents e.g. holidays, emergencies, absent-mindedness etc.
- The Contractor is to allow for all resident liaison officers who must be pro-active in giving residents notice of the programme and helping to ensure that they keep appointments. Refer to item A32/112

245 START OF WORK ON SITE
Notice: Before the proposed date for start of work on site give minimum notice of 10 working days to the Contract Administrator.

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.

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PROGRAMME/ PROGRESS

260 SITE MEETINGS

General: Site meetings will be held to review progress and other matters arising from administration of the Contract.

Frequency: Every month.

Location: On site.

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.

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

410 CASH FLOW FORECAST

Submit a forecast showing the gross valuation of the works at the date of each Interim Certificate throughout the Contract period and based upon the programme of Works.

420 REMOVAL/ REPLACEMENT OF EXISTING WORK

Extent and location: Agree before commencement.

Execution: Carry out in ways that minimize the extent of work.

A33 QUALITY STANDARDS/ CONTROL STANDARDS OF PRODUCTS AND EXECUTIONS

INCOMPLETE DOCUMENTATION

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

- Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
- Suitable for the purposes stated or reasonably to be inferred from the project documents.

Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

120 WORKMANSHIP SKILLS

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

Registration: With Construction Skills Certification Scheme.

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

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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: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
Location and fixing of products: Adjust joints open to view so they are even and regular.

140 COMPLIANCE

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

150 INSPECTIONS

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

160 RELATED WORK

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

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

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

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180 WATER FOR THE WORKS

Mains supply: Clean and uncontaminated. The Contractor may use water within the dwelling only with prior agreement in writing of the resident. Where used the resident is to be reimbursed £10.00 per dwelling.

Other: Do not use until:

- Evidence of suitability is provided.
- Tested to BS EN 1008 if instructed

190 POWER FOR THE WORKS

Contractor is to make and pay for all necessary arrangements for temporary power and lighting to undertake the works. Use of battery-powered/cordless tools is preferred when working in dwellings. The Contractor may use electricity within the dwelling only with prior agreement in writing of the resident. Where used the resident is to be reimbursed £10.00 per dwelling.

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.

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.

ACCURACY/ SETTING OUT GENERALLY SERVICES GENERALLY

410 SERVICES REGULATIONS

New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.

420 WATER REGULATIONS/BYELAWS NOTIFICATION

Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.

Consent: Allow adequate time to receive Undertaker's consent before starting work.

Inform immediately if consent is withheld or is granted subject to significant conditions.

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430 WATER REGULATIONS/BYELAWS NOTIFICATION
On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:
- The address of the premises.
- A brief description of the new installation and/ or work carried out to an existing installation.
- The Contractor's name and address.
- A statement that the installation complies with the relevant Water Regulations or Byelaws.
- The name and signature of the individual responsible for checking compliance.
- The date on which the installation was checked.

435 ELECTRICAL INSTALLATION CERTIFICATE
Submit: When relevant electrical work is completed.
Original certificate: To be lodged in the Building Manual.

450 MECHANICAL AND ELECTRICAL SERVICES
Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
Building Regulations notice: Copy to be lodged in the Building Manual.

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

510 SUPERVISION
Replacement: Give maximum possible notice before changing person in charge or site agent.

535 DISMISSAL OF WORKMAN
General: Remove from site, as instructed by the CA, any employee who is deemed incompetent or who makes him/herself in anyway objectionable or a nuisance to any resident or to any member of the public.
Reinstatement: No such person is to be re-employed on the site without permission from the CA

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
Before removing scaffolding or other facilities for access, give notice to CA of not less than
5 working days.

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

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610 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.

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 & 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 to Employer with itemized schedule, retaining duplicate schedule signed by Employer as a receipt.

730 MAKING GOOD DEFECTS

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

A34 SECURITY/ SAFETY/ PROTECTION SECURITY, HEALTH AND SAFETY

110 PRECONSTRUCTION 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: The design of the project includes the following:
- Hazard: Possible exposure or disturbance of live or unsafe service cables/fittings.
- Precautions assumed: Tracing and identification of circuits
- Hazard: Working around dwellings.
- Precautions: Provision of temporary screens and barriers and ensure fire exit routes are maintained.

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- Hazard: Working at height.
- Precaution: Proper scaffold and working platforms with edge protection etc. Prevent unauthorised access. Protect pedestrian route with double boarding and sheeting.

130 PRODUCT HAZARDS

Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Workplace Exposure Limits.

Common hazards: Not listed. Control by good management and site practice.

Significant hazards: Specified construction materials include the following:

- Hazard: Solvent vapour.
 - Material: Sealants, paints, cleaners.
 - Hazard: Dust particles from old paint coatings.
 - Material: Dust during preparation of paint which may contain lead, dampen coatings and provide dust sheets and use appropriate PPE.
- Refer to Pre-Construction Information Pack.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

Submission: Present to the Employer/ Client no later than 2 weeks 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/ Preconstruction 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.

Special requirements: dwellings being worked on must remain secure at all times.

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.

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.

210 EMPLOYER'S REPRESENTATIVES SITE VISITS

Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, 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 the Employer and the person stated in clause A10/140 and other visitors to the site.

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PROTECT AGAINST THE FOLLOWING

330 NOISE AND VIBRATION

Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.

Ensure that Works are carried out with due respect and sensitivity to the convenience and wellbeing of the residents.

Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

Restrictions: Do not use:

- Pneumatic drills and other noisy appliances without consent before 8.30am or after 4.30pm.
- Radios or other audio equipment.

340 POLLUTION

Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.

Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

350 PESTICIDES

Use: Not permitted.

360 NUISANCE

Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.

Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

370 ASBESTOS 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 the Construction Confederation 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.

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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 micro organisms are within acceptable levels.

430 WASTE

Includes: Rubbish, debris, spoil, surplus material, containers and packaging.
General: Minimize production. Prevent accumulations. Keep the site and Works clean and tidy.
Handling: Collect and store in suitable containers. Remove frequently and dispose off site in a safe and competent manner:
- Non-hazardous material: In a manner approved by the Waste Regulation Authority.
- Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.
Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
Waste transfer documentation: Retain on site.

460 POWER ACTUATED FIXING SYSTEMS

Use: Not permitted.

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.

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520	<p>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.</p>		
530	<p>EXISTING TOPSOIL/ SUBSOIL Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works. Protection: Before starting work submit proposals for protective measures.</p>		
560	<p>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.</p>		
570	<p>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.</p>		
580	<p>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.</p>		
610	<p>ESPECIALLY VALUANLE/VULNERABLE ITEMS Protection: Ensure provision and maintenance of special protective measures to prevent damage to the following: Any fixtures, fittings, tracks, poles, blinds or curtains prior to window/door removal and to ensure these are re-instated after the new windows/doors are installed. Furniture and carpets to be fully protected prior to works commencing. Method statement: Submit within one week of request describing special protection to be provided.</p>		
620	<p>ADJOINING PROPERTY Agreement: Access to and/ or use of the following has been agreed with adjacent owners: Permission: Obtain as necessary from other owners if requiring to erect scaffolding on or otherwise use adjoining property.</p>		
625	<p>ADJOINING PROPERTY RESTRICTIONS Precautions: - Prevent trespass of workpeople and take precautions to prevent damage to adjoining property. - Pay all charges. - Remove and make good on completion or when directed. Damage: Bear cost of repairing damage arising from execution of the Works.</p>		
A35	<p><u>SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING</u></p>		
130	<p>METHOD/ SEQUENCE OF WORK The contractor should plan his working method and sequence of works in the most efficient manner, whilst ensuring overall completion on the contract by the required date.</p>		

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160	USE OF DISPOSAL OF MATERIALS Specific limitations: Refer to Pre-Construction Information Pack		
A36	<u>FACILITIES/ TEMPORARY WORK/ SERVICES GENERALLY ACCOMMODATION</u>		
170	WORKING HOURS Specific limitations: Working hours will be from 8.00am to 5.30pm on Mondays to Fridays. No work will be permitted at weekends or during public holidays except in exceptional circumstances and with prior approval from the Employer.		
210	ROOM FOR MEETINGS Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices. Furniture and Equipment: Provide table and chairs for 8 people. TEMPORARY ACCOMMODATION No accommodation will be made available by the Employer: The Contractor must supply main central site set-up and various satellite mobile compounds as required to service the Contract and Contract Area. following may be used for the duration of the Contract without charge provided that: <ul style="list-style-type: none">- 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.- Provide details on types of accommodation and storage and its siting.- Prepare a condition survey prior to commencement of works of all areas to be used for temporary accommodation, facilities, and storage etc. including photographs to be submitted to the CA.- On completion remove all temporary accommodation, facilities and storage and make good all surfaces including levelling, re-turfing and reinstatement of tarmac or fencing as necessary. Contractor to provide details of type of accommodation and storage, siting, security and removal. Restrictions and space limitation will be imposed by the nature of the work with scattered properties. The Contractor is to make allowance for this. Road containers might be required and no additional cost will be entertained for their provision.		
281	EXISTING ACCOMODATION The existing buildings may not be used as temporary accommodation.		
320	TEMPORARY FENCING Temporary fencing shall be erected around the site compound and containers. Type of fencing: Secure anti-climb steel security open mesh type as "Heras" (or similar), at least 2.0m high, with lockable access gates. Security: Fenced areas are to be properly secured during non-working hours, or when unattended and shall be adequately lit during hours of darkness to provide both security and safety with appropriate warning notices. General: Maintain all emergency and fire escape routes. On completion of Works: Remove fencing and make good disturbed surfaces.		
325	ACCESS/TOWER SCAFFOLDING - To comply in all respects with current Regulations and Codes of Practice. It is to be erected and certified by a reputable scaffold sub-contractor and is to include fully boarded working platforms, toe boards, debris netting and double handrails and fans over entrances. Working platforms over entrances and pavements must be double boarded with a continuous membrane between to prevent debris passing through.		

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- All standards at ground floor level must be painted white.
- Remove and lock up lowest lift ladder during non-working hours.
- Scaffolding shall not obstruct any doorway or prevent access to any manhole, stop valve or the like.
- All paved and grassed areas where disturbed shall be made good at the end of the contract to the CA's satisfaction.

A36 FACILITIES/ TEMPORARY WORK/ SERVICES GENERALLY ACCOMMODATION

340 NAME BOARDS/ ADVERTISEMENTS
Name boards/ advertisements: Not permitted.

SERVICES AND FACILITIES

410 LIGHTING
Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.

420 LIGHTING AND POWER FOR SITE ACCOMODATION
There will be no electricity supply available for the Contractor's site compound and accommodation. Contractor is to make necessary arrangements for temporary power and lighting and pay all charges.

421 LIGHTING AND POWER FOR THE WORKS
Requirements: Use of battery-powered/cordless tools is required.

440 TELEPHONES
Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge and Resident Liaison Officer with a mobile telephone

445 EMERGENCY TELEPHONE NUMBER
Provide a telephone number(s) for use by residents in case of emergency during non-working hours. The telephone(s) must be manned during non-working hours for the duration of the contract.

570 PERSONAL PROTECTIVE EQUIPMENT
General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:

- Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 4.
- High visibility waistcoats to BS EN 471 Class 2. Number required: 4.
- Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 4.
- Disposable respirators to BS EN 149.FFP1S.
- Eye protection to BS EN 166.
- Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2
- Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS GENERALLY

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115 THE HEALTH AND SAFETY FILE/OPERATION/MAINTENANCE INFORMATION

Responsibility: the CDM coordinator.

Content: Obtain and provide the following information: Information about the structure or materials used which might affect health or safety of anyone if construction works are carried out. Supply CDM Co-ordinator with construction methods and materials including COSHH dated data sheets, which present residual hazards.

Format: 2 copies in A4 format along with an electronic copy on pdf format

Delivery to: CDM Coordinator By (date): 2 weeks after completion on site.

220 TRAINING

Objective: Where required, explain and demonstrate to the Employer's maintenance staff or the end users the purpose, function and operation of the installation including items and procedures listed in the Health and Safety File and 'Handover' Pack

COLLECTION PAGE

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