# **Alterations to Lutterworth Council Building**

at

Lutterworth Town Council, Coventry Road, Lutterworth, Leicestershire, LE17 4SH

# **PRELIMINARIES**

April 2024



204 Upper St John Street Lichfield Staffordshire WS14 9EF

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# A10 PROJECT PARTICULARS

#### 110 THE PROJECT

- Name: Alterations to Lutterworth Council Building
- Nature: Extension, internal alterations and associated siteworks.
- Location: Lutterworth Town Council, c.
- Length of contract: To be agreed.

# 120 EMPLOYER (CLIENT)

Name: Lutterworth Town Council

- Address: Coventry Road

Lutterworth Leicestershire LE17 4SH

# 130 PRINCIPAL CONTRACTOR (CDM)

Name: To be confirmed

Address:Contact:Telephone:

Email:

# 140 PERSON EMPOWERED BY THE CONTRACT TO ACT ON BEHALF OF

THE EMPLOYER

- Title: Architect

Name: Tim Adams Architects
 Address: Westwood Studios
 59 Bitteswell Road

Lutterworth Leicestershire

Leicestershir LE17 4EP

- Contact: Tim Adams

# 150 PRINCIPAL DESIGNER

Name: Tim Adams Architects

Address: as aboveContact: Tim Adams

# 160 QUANTITY SURVEYOR

Name: Peter Cole Cost Management Ltd

- Address: 204 Upper St John Street

Lichfield Staffordshire WS14 9EF

- Contact: Peter Cole

Email: <u>peter@petercolecm.com</u>

# 190 CLERK OF WORKS

Not applicable

# 200 CONSULTANTS

- Description: Structural Engineers

- Name: Tom Keating and Associates Ltd

- Address: Cromford House

5 Amber Drive Langley Mill Nottingham NG16 4BE

#### A11 TENDER AND CONTRACT DOCUMENTS

#### 110 TENDER DRAWINGS

- The tender drawings are: As listed in Appendix A.

#### 120 CONTRACT DRAWINGS

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

#### 160 PRECONSTRUCTION INFORMATION

- Format: The Preconstruction 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: Not applicable.
- The documents include: Not applicable.

#### A12 THE SITE/EXISTING BUILDINGS

#### 110 THE SITE

- Description: The site comprises the existing Lutterworth Town Council Building and surrounding site, as shown on drawing 143-TAA-XX-ZZ-DR-A-4100, revision T02, Proposed Site Plan.

# 140 EXISTING UTILITIES AND SERVICES

- Drawings: (Information shown is indicative only):
- Other information: All shut downs and connections are to be by arrangement with the Council.

### 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: The Architect's offices.
- Other documents: Not applicable.
- Arrangements for inspection: Not applicable.

#### 200 ACCESS TO THE SITE

- Description: As shown on drawing 143-TAA-XX-ZZ-DR-A-4100, revision T02, Proposed Site Plan.
- Limitations: As shown on drawing 143-TAA-XX-ZZ-DR-A-4100, revision T02, Proposed Site Plan. The building will be vacated throughout the construction period.

#### 210 PARKING

 Restrictions on parking of the Contractor's and employees' vehicles: Not applicable.

#### 220 USE OF THE SITE

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

#### 230 SURROUNDING LAND/ BUILDING USES

- General: Adjacent or nearby uses or activities are as follows:
  - There are existing buildings adjacent to the site which will continue in use throughout the contract period.

#### 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:
  - See Pre-construction Health and Safety Plans/Preconstruction information.
- 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: 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: A date is to be arranged for site visits by tenderers during the tender period. Tenderers will be allocated a time slot, which will be communicated separately along with the date.

#### A13 DESCRIPTION OF THE WORKS

#### 110 PREPARATORY WORK BY OTHERS

- Works: Not applicable.

- Description: Not applicable.

#### 120 THE WORKS

Description: The works comprise extension to and internal and external
alterations to the existing Lutterworth Town Council building, including
alteration of existing rooms, alteration of external elevations and alteration of
external layout and parking. This includes removal existing windows,
partition walls, doorsets, finishes, fixtures and fittings and sanitaryware and
installation of new, together with associated mechanical and electrical
installations and siteworks.

#### 130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

- Description: Not applicable.

# A20 JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN 2016 (MWD)

# 370 JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN

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

#### THE RECITALS

#### First

#### THE WORKS AND THE CONTRACT ADMINISTRATOR

- The work comprises: Extensions and internal and external alterations and associated siteworks.
- At: Lutterworth Town Council Building, Coventry Road, Lutterworth, LE17 4SH

#### Second

#### CONTRACTOR'S DESIGNED PORTION

 The Works include the design and construction of: Structural steelwork connections Mechanical engineering systems.
 Electrical engineering systems.

#### Third

# **CONTRACT DOCUMENTS**

- Contract drawings: As listed in clause A11/120.
  - Contract documents: The following have been prepared which show and describe the work to be done: As listed in Appendix A.

#### Fourth

#### PRICED DOCUMENTS

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

## THE ARTICLES

3

# ARCHITECT/ CONTRACT ADMINISTRATOR

- Architect/ Contract Administrator: See clause A10/140.

4

# PRINCIPAL DESIGNER

- CDM Coordinator: See clause A10/150.

5

#### PRINCIPAL CONTRACTOR

- Principal Contractor: See clause A10/130.

#### **CONTRACT PARTICULARS**

Fifth Recital and Schedule 2 BASE DATE

- Base date: Date of tender submission.

Fifth Recital and clause 4.2 CONSTRUCTION INDUSTRY SCHEME (CIS)

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

Sixth Recital CDM REGULATIONS

- The project is notifiable.

Seventh Recital FRAMEWORK AGREEMENT

- Framework agreement: Not applicable.

Eighth 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 does not apply.
- Performance indicators and monitoring: Paragraph 5 does not apply.
- Notification and negotiation of disputes: Paragraph 6 does not apply.

  Where paragraph 6 applies, the respective nominees of the parties are:
  - Employer's nominee: Not applicable.
  - Contractor's nominee: Not applicable.
  - 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 2.3

COMMENCEMENT AND COMPLETION

- Date for Commencement of the Works: To be confirmed.
- Date for Completion: To be confirmed.

Clause 2.9

LIQUIDATED DAMAGES

- At the rate of £450.00 per calendar week or pro-rata for part of a calendar week.

Clause 2.11

RECTIFICATION PERIOD

- Period: 12 months from the date of practical completion.

#### Clause 4.3

#### FIRST INTERIM VALUATION DATE.

- The First Interim Valuation Date is: To be agreed.

#### Clause 4.3

PERCENTAGE OF THE TOTAL VALUE OF THE WORK ETC.

- Percentage: 95%.

#### Clause 4.3

# PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE CONTRACTOR

- Percentage: 97.5%.

# Clause 4.3 and 4.8

# **FLUCTUATIONS PROVISION**

- Fluctuations Provision: No fluctuations provision applies.
- Percentage addition: Not applicable.
- Schedule 2 will be deleted.

#### 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 5.3

# 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.

# Clauses 5.4A, 5.4B and 5.4C

INSURANCE OF THE WORKS ETC - ALTERNATIVE PROVISIONS

- Clause 5.4B will apply.

#### Clauses 5.4A and 5.4B

#### PERCENTAGE TO COVER PROFESSIONAL FEES

- Addition: 15% per cent.

### Clause 7.2

# **ADJUDICATION**

- The Adjudicator is: To be confirmed.
- Nominating body: Royal Institution of Chartered Surveyors..

#### Schedule 1 paragraph 2.1

#### **ARBITRATION**

- Appointor 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** 

**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: The contract is to be executed under hand.

#### **CONTRACT GUARANTEE BOND**

- Contract Guarantee Bond: Not required.

## 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 Employer's requirements.
- Arithmetical errors: The total tendered price is dominant. Errors will be corrected in accordance with JCT Tendering Practice Note 2012, Alternative 1.

#### 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

- Tenderers are to keep their tender open for consideration (unless previously withdrawn) for not less than 3 months from the date for return of tenders.

#### PRICING/ SUBMISSION OF DOCUMENTS

#### 210 PRELIMINARIES IN THE SPECIFICATION

- The Preliminaries General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7 or NRM2.

#### 220 PRICING OF PRELIMINARIES

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

#### 250 PRICED DOCUMENTS

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

#### 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.

#### 440 SCHEDULE OF RATES

- Content: The Schedule of Works included as part of the tender documents. To be fully priced. Tenderers may insert additional items in the schedule.
- Fully priced copy: Submit with the tender.

# 500 TENDER STAGE METHOD STATEMENTS

- Method statements: Prepare, describing how and when the following is to be carried out:
  - As described in the Pre-Construction Information.
- Statements: Submit with the 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.

#### 515 ALTERNATIVE TIME TENDERS

- General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.
- Date for completion: If any such tender is accepted the date for completion inserted in the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative 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.

#### 550 HEALTH AND SAFETY INFORMATION

- Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the works may affect.
- Include:
  - A copy of the contractor's health and safety policy document, including risk assessment procedures.
  - Accident and sickness records for the past five years.
  - Records of previous Health and Safety Executive enforcement action.
  - Records of training and training policy.
  - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- Submit: With 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 preconstruction 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.

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- 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.

#### 590 SITE WASTE MANAGEMENT PLAN

- Person responsible for developing the Plan: The Contractor.
- Content: Include details of:
  - Principal Contractor for the purposes of the regulations.
  - Location of the site.
  - Description of the project.
  - Estimated project cost.
  - Types and quantities of waste that will be generated.
  - Resource management options for these wastes including proposals for minimization/ reuse/ recycling.
  - The use of appropriate and licensed waste management contractors.
  - Record keeping procedures.
  - Waste auditing protocols.
  - Submit with tender.

#### 595 ENVIRONMENTAL POLICY

- Employer's Environmental Policy:
  - Location: See A11/180.
  - Evidence of compliance: Submit: With tender.
- Project Environmental Management System: Develop a system compatible with the Employer's policy.
  - Format: One hard copy and one electronic.
  - Specific Requirements: None.
  - Submit: Within one week of request.
- Supporting information: Supply as necessary, including:
  - Information: As appropriate.
  - Format: One hard copy and one electronic.
  - Submit: Within one week of request.

#### 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 to anyone other than the project participants without express written permission.
- Confidentiality: Maintain at all times.

#### 640 'LISTED' DOMESTIC SUBCONTRACTORS

- General: Not applicable.

# 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.

#### 140 DRAWINGS

- Definitions: To BSRIA BG 6/2009 A design framework for building services. Design activities and drawing definitions.
- CAD data: In accordance with BS 1192.

## 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 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 or 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 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 manufacture'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.

#### 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.

#### 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

- Copies: Two of each contract drawing and contract document will be issued free of charge (not counting any certified copies).
- Additional copies: Issued on request and charged to the Contractor.

#### 440 DIMENSIONS

- Scaled dimensions: Do not rely on.

# 460 THE SPECIFICATION

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

#### 470 DIVERGENCE FROM THE STATUTORY REQUIREMENTS

- Divergence: Between the drawings or specification and the requirements of the Building Regulations, other Statutes, statutory undertakers and other regulatory authorities.
- Action: Inform immediately.

# 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: In the Building Manual.
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: Twenty four hours a day, seven days a week.

#### A32 MANAGEMENT OF THE WORKS

#### **GENERALLY**

#### 120 INSURANCE

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

#### 130 INSURANCE CLAIMS

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

# 140 CLIMATIC CONDITIONS

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

# 150 OWNERSHIP

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

#### 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.
- Submit: One hard copy and one electronic.

#### 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.
- Key Performance Indicators:
  - Details: Not applicable.

#### 255 NOTIFICATION OF COMPENSATION EVENT

 Content: Notwithstanding the Contractor's obligations under the Contract, written notice must also be given of all other causes which apply concurrently.

### 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.
- 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): The 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**

# 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.

#### 440 MEASUREMENT

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

#### 450 DAYWORK VOUCHERS

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

#### 460 INTERIM VALUATIONS

- Applications: Include details of amounts requested under the Contract together with all necessary supporting information.
- Submission: At least seven days before established dates.
- The two projects are to be let as a single contract, with a single valuation for the contract as a whole. Valuations will however show the amounts for each project and the contractor will be required to submit separate invoices for Alfred Squires and Bilston to allow appropriate allocation of funding by the Client.

# 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 PRODUCTS STORED OFF SITE

- Evidence of Title: Submit reasonable proof that the property in items stored off site to be included in valuations is vested in the Contractor.
- Include for products purchased from a supplier:
  - A copy of the contract of sale.
  - 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 sub-contractor 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.

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

#### 130 QUALITY OF PRODUCTS

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

#### 135 QUALITY OF EXECUTION

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

#### 140 COMPLIANCE

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

- Test dates and times.
- Identities of witnesses.
- Analysis of results.

#### 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.

# 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.

#### 340 CRITICAL DIMENSIONS

- Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.
- Location: Detailed on drawings listed in Appendix A.

#### 350 LEVELS OF STRUCTURAL FLOORS

- Maximum tolerances for designed levels to be:
  - Floors to be self-finished, and floors to receive sheet or tile finishes directly bedded in adhesive: +/- 10 mm.
  - Floors to receive dry board/ panel construction with little or no tolerance on thickness: +/- 10 mm.
  - Floors to receive mastic asphalt flooring/ underlays directly: +/- 10 mm.
  - Floors to receive mastic asphalt flooring/ underlays laid on mastic asphalt levelling coat(s): +/- 15 mm.
  - Floors to receive fully bonded screeds/ toppings/ beds: +/- 15 mm.
  - Floors to receive unbonded or floating screeds/ beds: +/- 20 mm.

# 360 RECORD DRAWINGS

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

#### **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.

#### 430 WATER REGULATIONS/ BYELAWS CONTRACTOR'S CERTIFICATE

- 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.

#### 440 GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE

- Before the completion date stated in the contract: Submit a certificate stating:
  - The address of the premises.
  - A brief description of the new installation and/ or work carried out to an existing installation.
  - Any special recommendations or instructions for the safe use and operation of appliances and flues.
  - The Contractor's name and address.
  - A statement that the installation complies with the appropriate safety, installation and use regulations.
  - The name, qualification and signature of the competent person responsible for checking compliance.
  - The date on which the installation was checked.
- Certificate location: To be lodged in the Building Manual.

# 445 SERVICE RUNS

- General: Provide adequate space and support for services, including unobstructed routes and fixings.
- Ducts, chases and holes: Form during construction rather than cut.
- Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

# 450 MECHANICAL AND ELECTRICAL SERVICES

- 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

#### 525 ACCESS

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

#### 530 OVERTIME WORKING

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
  - Minimum period of notice: Three working 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.

#### 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 execution or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.

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- 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 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 to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.

# 730 MAKING GOOD DEFECTS

- Remedial work: Arrange access with the Practice Manager.
- 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:
  - Refer to Pre-Construction Information and to the Hazard Assessment included with the tender documentation.

#### 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: Refer to Pre-Construction Information.
  - Material: Refer to Pre-Construction Information.
  - Specification reference: Refer to Pre-Construction Information.

#### 140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer Client no later than one week prior to commencement.
- Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by 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: See Pre-tender Health and Safety Plan/ Preconstruction information.

#### 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: See clause A12/230 above
- 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:

- See Pre-tender Health and Safety Plan/ Preconstruction information.

# 200 MOBILE TELEPHONES AND PORTABLE ELECTRONIC EQUIPMENT

- Restrictions on use:
  - Do not use so as to cause disturbance to users of the suregery. Radios should not be used on site.

## 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.

#### 220 WORKING PRECAUTIONS/ RESTRICTIONS

- Hazardous areas: Operatives must take precautions as follows:
  - Work area: See Pre-tender Health and Safety Plan/ Preconstruction information.
  - Precautions: See Pre-tender Health and Safety Plan/ Preconstruction information.
- Permit to work: Operatives must comply with procedures in the following areas:
  - Procedures: See Pre-tender Health and Safety Plan/ Preconstruction information.

#### 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.
- Noise levels from the works: Maximum level: To be agreed in advance with the Architect/Contract Administrator when measured from the adjacent buildings.
- 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:
  - Percussion tools and other noisy appliances without consent during the hours of hospital opening without prior agreement for which 48 hours notice is required.
  - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

# 340 POLLUTION

- Prevention: Protect the site, the Works and the general environment including 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: Only where specified or approved, and then only suitable products listed on www.pesticides.gov.uk.
- Restrictions: Work near water, drainage ditches or land drains must comply with the 'Guidelines for the use of herbicides on weeds in or near watercourses and lakes'.
- Containers: Comply with manufacturer's disposal recommendations. Remove from site immediately empty or no longer required.
- Competence: Operatives must hold a BASIS Certificate of Competence, or work under supervision of a Certificate holder.

# 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.

#### 375 ANTIQUITIES

- Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the works.
- Preservation: Keep objects in the exact position and condition in which they were found.
- Special requirements: None.

#### 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.

#### 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 materials 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 particle, 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.

#### 440 ELECTROMAGNETIC INTERFERENCE

- Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.

#### 470 INVASIVE SPECIES

- General: Prevent the spread of species (e.g. plants or animals) that may adversely affect the site or Works economically, environmentally or ecologically.
- Special precautions: None.
- Duty: Report immediately any suspected species discovered during execution of the Works.
  - Do not disturb.
  - Agree methods for safe eradication or removal.

#### PROTECT THE FOLLOWING

#### 510 EXISTING SERVICES

- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- 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.

#### 530 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.

#### 540 RETAINED TREES/ SHRUBS/ GRASSED AREAS

- Protection: Preserve and prevent damage, except those not required.
- Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

#### 555 WILDLIFE SPECIES AND HABITATS

- General: Safeguard the following: No specific requirements.
- Protected habitats and species: Upon discovery immediately advise. Do not proceed until instruction is received.
- Education: Ensure employees and visitors to the site receive suitable instruction and awareness training.

#### 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.
- Special requirements: None.

#### 570 EXISTING WORK

- Protection: Prevent damage to existing work, structure 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.
- Extent: Before work in each room starts the Employer will remove the following:
  - Loose furniture and equipment.

#### 625 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.

#### 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

#### 130 METHOD/ SEQUENCE OF WORK

Specific Limitations: Include the following in the programme:
 Phasing requirements and other limitations as shown on drawings 1131-DB-XX-ZZ-DR-A-015, revision P1.2 and 1165-DB-ZZ-GF-DR-A-010, revision T1.

# 160 USE OR DISPOSAL OF MATERIALS

Specific limitations: No specific requirements.

#### 170 WORKING HOURS

- Specific limitations: None.

# A36 FACILITIES/ TEMPORARY WORKS/ SERVICES

#### **GENERALLY**

#### 110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

- Location: Give notice of intended siting.
- Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

#### **ACCOMMODATION**

#### 230 TEMPORARY ACCOMMODATION

- Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to starting on site.
- Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.

#### **TEMPORARY WORKS**

#### 340 NAME BOARDS/ ADVERTISEMENTS

- General: Obtain approval, including statutory consents, and provide a temporary name board displaying:
  - Content and format to be agreed with the Architect prior to erection.

# **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

- Supply: Electricity from the Employer's mains may be used for the Works as follows:
  - Metering: Free of charge, subject to reasonable use.
  - Point of supply: To be agreed.
  - Available capacity: To be agreed.
  - Frequency: 50 Hz.
  - Phase: To be agreed.
  - Current: Alternating.
  - Conditions/ Restrictions: Unreasonable usage will be charged, at the Client's discretion.
  - Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

# 430 WATER

- Supply: The Employer's mains may be used for the Works as follows:
  - Metering: Free of charge, subject to reasonable use.
  - Source: To be agreed.
  - Location of supply point: To be agreed.

- Conditions/ Restrictions: Unreasonable usage will be charged, at the Client's discretion.
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

#### 440 TELEPHONES

 Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.

#### 520 USE OF PERMANENT HEATING SYSTEM

- Permanent heating installation: May be used for drying out the Works/ services and controlling temperature and humidity levels.
- Installation: If used:
  - Take responsibility for operation, maintenance and remedial work.
  - Arrange supervision by and indemnification of the appropriate Subcontractors.
  - Pay costs arising.

#### 530 BENEFICIAL USE OF INSTALLED SYSTEMS

Permanent systems: Do not use for the Works.

#### 550 THERMOMETERS

- General: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

#### 570 PERSONAL PROTECTIVE EQUIPMENT

- General: Provide for the 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: Three.
  - High visibility waistcoats to BS EN 471 Class 2. Number required: Three.
  - Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: Three.
  - 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**

#### 110 THE BUILDING MANUAL

- Responsibility: The Contractor.
- Content: Obtain and Provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works, including all buildings and their systems to enable efficient and safe operation and maintenance.
- Specific requirements: Refer to Pre-Construction Information.

- Format: Hard copy and electronic copy.
- Number of copies: One hard copy and one electronic copy.
- Delivery to: by (date) Refer to Pre-Construction Information.

## 115 THE HEALTH AND SAFETY FILE

- Responsibility: The Contractor.
- Content: Obtain and Provide the following information: As specified in the Pre-Construction Information.
- Format: One hard copy and one electronic copy.
- Delivery to: As specified in the Pre-Construction Information.
- By (date): As specified in the Pre-Construction Information.

#### 155 CONTENT OF THE BUILDING MANUAL

- General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
- Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
- Building services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
- Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.

#### 160 PRESENTATION OF BUILDING MANUAL

- Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
- Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
- As-built drawings: The main sets may form annexes to the Manual.

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

# 110 MANAGEMENT AND STAFF

Cost significant items:

# A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

## 110 SITE ACCOMMODATION

- Details: Site accommodation required or made/ not made available by the Employer: See section A36.
- Cost significant items:

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

# 110 SERVICES AND FACILITIES

- Details: Services or facilities required or made/ not made available by the Employer: See section A36.
- Cost significant items:

# A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

# 110 MECHANICAL PLANT

- Cost significant items:

# A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

# 110 TEMPORARY WORKS

- Details: Temporary works required or made/ not made available by the Employer: See section A36.
- Cost significant items:

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2003: Preliminaries

# **APPENDIX A**

# **TENDER AND CONTRACT DOCUMENTS**

2203: Preliminaries

# **List of Tender Documents:**

TAA143 Lutterworth Town Council

# ARCHITECTURAL DRAWINGS:

- 143-TAA-XX-00-DR-A-2200-T03-Proposed GA Plan
- 143-TAA-XX-00-DR-A-2300-T03-Proposed Construction Plan
- 143-TAA-XX-00-DR-A-2500-T05-Proposed Ceiling and Services Plan
- 143-TAA-XX-00-DR-A-2600-T03-Proposed Finishes Plan
- 143-TAA-XX-00-DR-A-2700-T04-Proposed Fixtures & Fittings Plan
- 143-TAA-XX-00-DR-A-2800-T04-Proposed Fire Strategy Plan
- 143-TAA-XX-00-DR-A-2900-T03-Proposed Access and Security Plan
- 143-TAA-XX-00-DR-A-3000-T03-Proposed Demolition Plan
- 143-TAA-XX-ZZ-DR-A-4000-T02-Proposed Roof Plan
- 143-TAA-XX-ZZ-DR-A-4100-T02-Proposed Site Plan
- 143-TAA-XX-ZZ-DR-A-5100-T02-Proposed Front and Rear Elevations
- 143-TAA-XX-ZZ-DR-A-5101-T02-Proposed Side Elevations
- 143-TAA-XX-ZZ-DR-A-6100-T02-Proposed Sections
- 143-TAA-XX-ZZ-DR-A-8000-T03-Proposed Window & Door Schedule & Elevations
- 143-TAA-XX-ZZ-DR-A-9400-T02-Proposed Architectural Specification

# STRUCTURAL DRAWINGS:

230646-TAA-CAL-001 A02