

MWJV LTD

Liskeard Town Council

# Liskeard CLLD

## Preliminaries V2

17-02-2022

The specific project activities are the design, fabrication and installation of modular units to provide start-up spaces for small business owners within the wider Liskeard Cattle Market redevelopment.

## Contents

<b>A10 Project particulars .....</b>	<b>1</b>
<b>A11 Tender and contract documents.....</b>	<b>3</b>
<b>A12 The site/ existing buildings .....</b>	<b>4</b>
<b>A13 Description of the work.....</b>	<b>6</b>
<b>A20 Engineering and construction contract (ECC) .....</b>	<b>7</b>
<b>A30 Tendering/ subletting/ supply .....</b>	<b>11</b>
<b>A31 Provision, content and use of documents.....</b>	<b>16</b>
<b>A32 Management of the works .....</b>	<b>21</b>
<b>A33 Quality standards/ control.....</b>	<b>25</b>
<b>A34 Security/ safety/ protection .....</b>	<b>32</b>
<b>A35 Specific limitations on method/ sequence/ timing.....</b>	<b>38</b>
<b>A36 Facilities/ temporary work/ services.....</b>	<b>39</b>
<b>A37 Operation/ maintenance of the finished works .....</b>	<b>42</b>
<b>A40 Contractor's general cost items: management and staff.....</b>	<b>44</b>
<b>A41 Contractor's general cost items: site accommodation .....</b>	<b>45</b>
<b>A42 Contractor's general cost items: services and facilities.....</b>	<b>46</b>
<b>A43 Contractor's general cost items: mechanical plant.....</b>	<b>48</b>
<b>A44 Contractor's general cost items: temporary works .....</b>	<b>49</b>
<b>A50 Work/ products by/ on behalf of the employer .....</b>	<b>50</b>
<b>A53 Work by statutory authorities/ undertakers.....</b>	<b>51</b>
<b>A54 Provisional work/ items .....</b>	<b>52</b>
<b>A55 Dayworks.....</b>	<b>53</b>
<b>A56 Advance procurement.....</b>	<b>54</b>

# A10

## Project particulars

### Clauses

#### 110 The Project

---

1. Name: Liskeard CLLD
2. Nature: Bespoke modular units to form a new creative hub/workspace
3. Location: Old Liskeard Cattle Market, Cornwall
4. Timescale for manufacture and install of the works: 12 Weeks

#### 120 Employer (Client)

---

1. Name: Liskeard Town Council
2. Address: 3, West Street, Liskeard, Cornwall, PL14 6BW
3. Contact: Steve Vinson
4. E-mail: townclerk@liskeard.gov.uk

#### 130 Principal contractor (CDM)

---

1. Name:
2. Address:
3. Contact:
4. Telephone:
5. E-mail:

#### 132 Principal Contractor (SWMP)

---

1. Name:
2. Address:
3. Contact:
4. Telephone:
5. E-mail:

#### 140 Project Manager (herein referred to as 'PM')

---

1. Name: MWJV LTD
2. Address: Compass House, Truro Business Park, Truro, Cornwall, TR4 9LD
3. Contact: James Griffin
4. Email: Jamesgriffin@mwjv.net

#### 145 Supervisor

---

1. Name: TBC
2. Address:
3. Contact:
4. Telephone:
5. E-mail:

### **150 Principal designer**

---

1. Name: PBWC

### **190 Clerk of Works**

---

1. Name: TBC
2. Address:
3. Telephone:

### **~~195 BIM Information Manager~~**

---

1. ~~Name:-~~
2. ~~Address:-~~
3. ~~Contact:-~~
4. ~~Telephone:-~~
5. ~~Email:-~~

Ω End of Section

# A11

## Tender and contract documents

### Clauses

#### 110 Tender documents

---

1. The tender documents are
  - 1.1. The Specification, comprising preliminaries, reference specification, contract data and pricing document.
  - 1.2. Drawings numbered: as set out within Section 4 - 'Site Information'
  - 1.3. Additional documents: as set out within Section 3 – 'Works Info'

#### 120 Contract drawings

---

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

#### 160 Preconstruction information

---

1. **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

---

1. Inspection: Drawings and other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office of .....
2. The documents include:

#### 220 The BIM Information Requirements (EIR)

---

1. **Comprise:**
2. BIM objects: n/a

Ω End of Section

## A12

# The site/ existing buildings

### Clauses

#### 110 The site

---

1. **Description:** The former Cattle Market at Liskeard, Cornwall

#### 120 Existing buildings on/ adjacent to the site

---

1. **Description:** The site is currently used as a car park and there are no existing buildings on the site. Adjacent to the site are residential and retail properties.

#### 140 Existing utilities and services

---

1. **Drawings:** (Information shown is indicative only): as per the works and site information.
2. **Other information:** none

#### 160 Soils and ground water

---

1. **Information:** Included in the tender documents.

#### 170 Site investigation

---

1. **Report:** Included in the tender documents.

#### 180 Health and safety file

---

1. **Availability for inspection:** The Health and Safety File for the site/ building may be seen by appointment during normal office hours at: Level 4, Pydar House, Pydar Street, Truro, TR1 1XU.
2. **Other documents:** none
3. **Arrangements for inspection:** James Griffin

#### 200 Access to the site

---

1. **Description:** Site access for the contractor is to be confirmed.
2. **Limitations:** dates and access arrangements to be sought from the PM by the contractor prior to arrival on site.
3. **Access for inspections:** Provide access at reasonable times for both on-site and off-site work.

#### 210 Parking

---

1. **Restrictions on parking of the Contractor's and employees' vehicles:** Limited parking may be available within the site
- 220 **Use of the site**
  1. **General:** Do not use the site for any purpose other than carrying out the Works.
  2. **Limitations:** None.

#### 230 Surrounding land/ building uses

---

1. **General:** Adjacent or nearby uses or activities are as follows: residential, commercial, institutional.
  - 1.1. ....

#### 240 Health and safety hazards

---

1. **General:** None expected
  - 1.1. ....

2. **Information:** The accuracy and sufficiency of this information is not guaranteed. The Contractor is to ascertain if any additional information is required to ensure the safety of all persons and the Works.
3. **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

---

1. **Assessment:** The Contractor is to ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
2. **Arrangements for visit:** Daniel Lowe
3. **New Item:** The Contractor is to visit the site before tendering and ascertain all local conditions and restrictions likely to affect the execution of the works. No claims arising from failure to do so will be considered. The Contractor shall be held to have by his own independent observations and enquiry's fully informed and satisfied himself as to the nature, extent and practicability of the Works, the positions relative thereto of the exposed Works, buildings, structures and any underground services, the means of access to the Works, the levels of subsoil and other water, the character of the soil or strata in or on which the Works are to be constructed, and all other points which can in any way affect the Contract Sum. Any monetary or other claim made by the Contractor on the grounds of want of knowledge of any or all of the aforesaid matters or things will not be entertained by the Employer. The Contractor is to make all necessary enquiries with the Local Authority and any adjoining owners as appropriate to facilitate the works. The Contractor will be responsible for obtaining all licenses and discharge of any fees in connection with scaffolding and the like. All arrangements for visiting and inspection prior to tendering are to be made with the Project Manager. The Contractor, prior to submitting a tender, is deemed to have:
  1. Inspected and examined the site and the surroundings to the site.
  2. Satisfied himself as to the nature of the climatic, hydrological and general conditions of all parts of the site (including its ground conditions), the arrangement for the provision of utilities, pipes and cables in, on or over the ground, the form and nature of the site, the risk of injury or damage to property adjacent to the site and to occupiers of that property, and the nature of the design, work and materials necessary for the performance of the Contractor's obligations under the contract.
  3. Satisfied himself as to the means of communication with, and access to and through the site, the accommodation he may require, the possibility or interference by persons authorised by the Employer and/or any other relevant third party who will also have access to or use of any parts of the site, the precautions and the times and methods of working necessary to prevent any nuisance or interference, whether public or private, being caused to any third party.
  4. Obtained for himself all necessary information as to risk, contingencies and all other circumstances, which may influence or affect the performance of the Contractor's obligations under the Contract.
  5. In satisfying himself as to the condition of the site, the Contractor acknowledges that he has priced for all risk, contingency or circumstance in respect of the condition of the site.

Ω End of Section

## A13

### Description of the work

#### Clauses

##### 110 Preparatory work by others

---

1. Details:
2. Timescale:

##### 120 The works

---

1. Description: As above

##### 130 Work by others concurrent with the Contract

---

1. Description: None

##### 140 Completion work by others

---

1. Description: Provision of statutory utility requirements

Ω End of Section



## A20 Engineering and construction short contract (ECSC)

### Clauses

#### NEC4 Engineering and Construction Short Contract (ECSC)

---

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

#### Schedule of options

---

- Core clauses: Included in the Contract Data - Part 1
- Main Option clauses: As listed.
- Secondary Option clauses: As listed.

#### Contract data

---

- Part 1 - Data provided by the Employer

### Core Clauses - No Amendments

#### 1. General

##### The Works

---

- Comprise:
- Summarised in clause A13/120 and specified and described in the Works Information.

##### The Employer

---

- See clause A10/120.

##### The Project Manager

---

- See clause A10/140.

##### The Supervisor

---

- See clause A10/145.

##### The Adjudicator

---

- Name:
- Address:
- Contact:
- Telephone:
- Email:
- Terms of appointment
  - .....

##### The Works Information

---

- Contained in this specification and described in the associated documents.

##### The Site Information

---

- Contained in this specification and described in the associated documents.

### **The boundaries of the site**

---

- The site: Described in clause A12/110.

### **The language of the contract**

---

- Language: English

### **The law of the contract**

---

- The law of: England and Wales
- Subject to the jurisdiction of the courts of: England and Wales

### **The period for reply to a communication**

---

- Period: two weeks
- Exceptions:

### **Adjudicator nomination/ Tribunal/ Risk register**

---

- Adjudicator nominating body:
- Tribunal: The tribunal is .....
- If the tribunal is arbitration
  - the arbitration procedure is .....
  - the place where the arbitration is to be held is .....
  - The person or organization who will choose an arbitrator if the parties cannot agree a choice or if the arbitration procedure does not state who the arbitrator is:
- Risk register: Matters which will be included:
  - .....

## **3. Time**

### **Starting date**

---

- The starting date is: As detailed within the Information to Tender.

### **The access dates**

---

- Part of the site/All of the site: ..... Date: As detailed within the Information to Tender.

### **Revised Programme**

---

- Revised programme: Submit at intervals no longer than: monthly.

## **4. Testing and defects**

### **Defects date**

---

- The defects date is: 52 weeks after completion of the whole of the Works.

### **Defect correction period**

---

- The defect correction period is: 12 months after completion of the whole of the Works.
- Exceptions
  - The defect correction period for ..... is: .....
  - The defect correction period for ..... is: .....

## 5. Payment

### Currency

---

- The currency of this contract is the pound sterling (£).

### Assessment interval

---

- The assessment interval is: monthly

### Interest

---

- The interest rate is 3% per annum above the base rate of the Bank of England.

## 6. Compensation Events

### Weather

---

- The place where the weather is to be recorded is: within the boundaries of the site

### The weather measurements

---

- The weather measurements to be recorded each month are
  - The number of days with rainfall more than 5mm The number of days with minimum air temperature less than 0 degrees celsius.
- The weather measurements are supplied by: UK Met Office.

### The weather data

---

- Data: The weather measurements for each calendar month, recorded at RNAS Culdrose.
- Available from: UK Met Office

## 8. Risks and insurance

### Loss or damage

---

- Minimum amount of cover for insurance in respect of loss of or damage to property (except the Works, plant and materials and equipment) and liability for bodily injury or death to a person (not an employee of the Contractor) due to an activity in connection with this contract for any one event of £10 million.

### Death or bodily injury

---

- Minimum amount of cover for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with the Contract is £10 million.

## Optional Statements

### Completion date

---

- The completion date is: As detailed within the ITT.
- The Employer is not willing to take over the Works before the completion date.

### Programme

---

- Submit within 3 weeks of the contract date.

## Conditions and key dates

---

- The conditions to be met and key dates are
  - Condition: .....: Key date: .....
  - Condition: .....: Key date: .....
  - Condition: .....: Key date: .....

## Period for payment

---

- Period: If the period in which payments are made is not three weeks and Y(UK)2 is not used. To be: .....

## Final date for payment

---

- Period: If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due: To be .....

## Additional Employer's risks

---

- These are
  - .....

## Plant and materials provided by the Employer

---

- The insurance against loss or damage to the Works, plant and materials is to cover for plant and materials provided by the Employer for an amount of .....

## Insurances provided by the Employer

---

- The Employer is to provide these insurances from the Insurance Table
  - Insurance against:
  - Cover/ indemnity is:
  - The deductibles are:

## Additional insurances by the Employer

---

- The Employer provides these additional insurances
  - Insurance against:
  - Cover/ indemnity is:
  - The deductibles are:

## Additional insurances by the Contractor

---

- The Contractor provides these additional insurances
  - Insurance against:
  - Cover/ indemnity is:
  - The deductibles are:

## A30

# Tendering/ subletting/ supply

### Main contract tendering

#### 110 Scope

---

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

#### 145 Tendering procedure

---

1. **General:** In accordance with the principles of: .....
2. **Arithmetical errors:** ..... is dominant.

#### 160 Exclusions

---

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

#### 170 Acceptance of tender

---

1. **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.
2. **Costs:** No liability is accepted for any cost incurred in the preparation of any tender.

#### 190 Period of validity

---

1. **Period:** After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 90 days.
2. **Date for possession/ commencement:** See section A20.

### Pricing/ submission of documents

#### 210 Preliminaries in the specification

---

1. The Preliminaries/ General conditions sections (A10-A56 inclusive) have been prepared in accordance with SMM7/ NRM2.

#### 215 Tender documents

---

1. **Alterations and qualifications:** Do not alter or qualify tender documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.

#### 220 Pricing of preliminaries

---

1. **Abbreviations:** The following have been used:
2. **F = Fixed charge item.**
  - 2.1. **TR = Time related charge item.**

#### 220 Pricing of preliminaries

---

1. **Charges:** When pricing Preliminaries, identify separately for each item where, for the purpose of valuing the work, the charge for that item is considered to be:
  - 1.1. **Fixed:** (i.e. where the charge for the item does not depend on duration).
  - 1.2. **Time related:** (i.e. where the charge for the item is dependent on duration).

## 240 Pricing of performance specified work

---

1. **Scope:** Tenders must include for all associated and ancillary work shown or clearly apparent as being necessary to meet the requirements for the performance specified work and its completion and proper integration with the works generally.
2. **Quantities:** Where provided, these are indicative only.
3. **Price:** Deemed to include for all costs. Errors in measurement or calculation will be the Contractor's responsibility.

## 250 Priced documents

---

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

## 310 Tender

---

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

## 360 Priced activity schedule

---

1. **Submit:** n/a

## 480 Programme

---

1. **First programme of work:** prepare a summary showing the sequence and timing of the principal parts of the works, periods for planning and design, and itemising any work which is excluded.
2. **Submit:** with the tender

## 490 Information release schedule

---

1. **Compatibility with programme:** At the same time as submitting the proposed programme or summary, confirm that it is compatible with the Information Release Schedule.
2. **Alternative proposals:** If any part of the programme is not compatible with the Schedule submit alternative proposals and reasons for varying the times for release of information.

## 500 Tender stage method statements

---

1. **Method statements:** Prepare, describing how and when the following is to be carried out:  
1.1. ....
2. **Statements:** Submit .....

## 510 Alternative method tenders

---

1. **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.
2. **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.
3. **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.

4. **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.
5. **Submit:** With tender

### 515 Alternative time tenders

---

1. **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.
2. **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.

### 520 Design documents

---

1. **Scope:** Include the following in the Contractor's Proposals:
  - 1.1. **Design drawings:** As per Works Information.
  - 1.2. **Technical information:** TBC
2. **Submit:** With tender.

### 530 Substitute products

---

1. **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.
2. **Compliance:** Substitutions accepted will be subject to the verification requirements of clause A31/200.

### 540 Quality control resources

---

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

### 545 BIM Execution Plan (BEP)

---

1. **The Precontract Plan**
  - 1.1. **Contents:**
  - 1.2. **Submit:**
2. **The Post Contract Plan:** Update and resubmit as described in the Employers Information Requirements (EIR).

### 550 Health and safety information

---

1. **Content:** Describe the organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
2. **Include**
  - 2.1. A copy of the health and safety policy document, including risk assessment procedures.
  - 2.2. Accident and sickness records for the past five years.
  - 2.3. Records of previous Health and Safety Executive enforcement action.
  - 2.4. Records of training and training policy.
  - 2.5. The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

3. Submit: With the Tender

### **570 Outline construction phase health and safety plan**

---

1. Content: Submit the following information within one week of request: TBC

### **590 Site Waste Management Plan**

---

1. Details:
  - 1.1. Reference:
  - 1.2. Status:
  - 1.3. Format:
2. Development
  - 2.1. Responsibility:
  - 2.2. Content:
  - 2.3. Submittal date:

### **595 Environmental policy**

---

1. Environmental Policy
  - 1.1. Location: See A11/180.
  - 1.2. Evidence of compliance: Submit: with tender.
2. Project Environmental Management System: Develop a system compatible with the existing policy.
  - 2.1. Format:
  - 2.2. Specific Requirements:
  - 2.3. Evidence of compliance: .....
3. Supporting information
  - 3.1. Description:
  - 3.2. Submittal date:

### **596 Environmental targets**

---

1. BREEAM targets ; N/A

### **599 Freedom of Information Act**

---

1. 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.
2. Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
3. Confidentiality: Maintain at all times.

### **Subletting/ supply**

### **630 Domestic subcontracts**

---

1. General: N/A

### **635 Supply chain agreements**

---

1. General N/A



#### **640 'Listed' domestic subcontractors**

---

1. General: N/A
2. ....

#### **645 'Listed' domestic subcontractors**

---

1. General: N/A

Ω End of Section

## A31

# Provision, content and use of documents

### Definitions and interpretations

#### 110 Definitions

---

1. **Meaning:** Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated here or in the appropriate referenced document.

#### 120 Communication

---

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

#### 130 Products

---

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

#### 135 Site equipment

---

1. **Definition:** Apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
2. **Includes:** Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
3. **Excludes:** Products and equipment or anything intended to form or forming part of the permanent works.

#### 140 Drawings

---

1. **Definitions:** To BSRIA BG 6, 'A design framework for building services: Design activities and drawing definitions'.
2. **CAD data:** In accordance with ISO 19650.

#### 145 Contractor's choice

---

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

#### 150 Contractor's Design

---

1. **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

---

1. **Meaning:** Submit information in response to specified requirements.

#### 160 Terms used in specification

---

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

2. **Remediate:** Action or measures taken to lessen, clean up, remove or mitigate the existence of hazardous materials; in accordance with standards, or requirements as may be set out by statutes, rules, regulations or specification.
3. **Fix:** Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging. To include all labour, materials and site equipment for that purpose.
4. **Supply and fix:** As above, but including supply of products, components or systems to be fixed, together with everything necessary for their fixing. All products, components or systems are to be supplied and fixed unless stated otherwise.
5. **Keep for reuse:** Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, protect adequately and store until required by the employer/ purchaser, or until required for use in the works as instructed.
6. **Keep for recycling:** As 'keep for reuse', but relates to a naturally occurring material rather than a manufactured product.
7. **Make good:** Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
8. **Replace:** Supply and fix new products matching those removed. Execute work to match original new state of that removed.
9. **Repair:** Execute remedial work to restore something to its original working state. Make secure, sound and neat. Excludes redecoration and/ or replacement.
10. **Refix:** Fix removed products.
11. **Ease:** Adjust moving parts of designated products, or work to achieve free movement and good fit in open and closed positions.
12. **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.
13. **System:** Equipment, accessories, controls, supports and ancillary items (including installation) necessary for that section of the work to function.

## 170 Manufacturer and product reference

---

1. **Definition:** When used in this combination:
  - 1.1. **Manufacturer:** the person or legal entity under whose name or trademark the particular product, component or system is marketed
  - 1.2. **Product reference:** the proprietary brand name and/ or identifier by which the particular product, component or system is described.
2. **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

---

1. **Products:** If an alternative product to that specified is proposed, obtain approval before ordering the product.
2. **Reasons:** Submit reasons for the proposed substitution.
3. **Documentation:** Submit relevant information, including:
  - 3.1. manufacturer and product reference;
  - 3.2. cost;
  - 3.3. availability;
  - 3.4. relevant standards;
  - 3.5. performance;
  - 3.6. function;
  - 3.7. compatibility of accessories;
  - 3.8. proposed revisions to drawings and specification;

- 3.9. compatibility with adjacent work;
- 3.10. appearance;
- 3.11. copy of warranty/ guarantee.
- 4. Alterations to adjacent work: If needed, advise scope, nature and cost.
- 5. Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

## 210 Cross references

---

- 1. **Accuracy:** Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
- 2. **Related terminology:** Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.
- 3. **Relevant clauses:** Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
- 4. **Discrepancy or ambiguity:** Before proceeding, obtain clarification or instructions.

## 220 Referenced documents

---

- 1. **Conflicts:** Specification prevails over referenced documents.

## 230 Equivalent products

---

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

## 240 Substitution of standards

---

- 1. **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.
- 2. **Before ordering:** Submit notification of all such substitutions.
- 3. **Documentary evidence:** Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

## 250 Currency of documents and information

---

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

## 260 Sizes

---

- 1. **General dimensions:** Products are specified by their co-ordinating sizes.
- 2. **Timber:** Cross section dimensions shown on drawings are:
  - 2.1. Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
  - 2.2. 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

---

- 1. **Additional copies:** Issued free of charge.

### 440 Dimensions

---

- 1. **Scaled dimensions:** Do not rely on.

## 460 The specification

---

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

## Documents provided by contractor/ subcontractors/ suppliers

### 510 Design and production information

---

1. **Master programme:** Make reasonable allowance for completing design/ production information, submission, (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
2. **Design/ production information:** Submit two copies, one can be returned with comments. Ensure that any necessary amendments are made without delay
3. **Contractor's changes to Employer's requirements:** Support any request for substitution with relevant information.
4. **Employer's amendments to Employer's requirements:** If considered to involve a change which has not already been acknowledged, notify without delay (maximum period 7 days) and do not proceed until instructed. Claims for extra cost, if made after it has been carried out, may not be allowed.
5. **Final version of design/ production information**
  - 5.1. **Format:**
  - 5.2. **Submit:**

### 600 Contractor's Design information

---

1. **General:** Complete the design and detailing of parts of the Works as specified.
2. **Provide**
  - 2.1. Production information based on the drawings, specification and other information.
  - 2.2. Liaison to ensure coordination of the work with related building elements and services.
3. **Master programme:** Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
4. **Information required:**
  - 4.1. **Format:**
  - 4.2. **Number of copies:**
5. **Submit:** Within one week of request.

### 610 Production information

---

1. **Contractor/ Domestic subcontractor provide:**
2. **Submit**
  - 2.1. For comment and make any necessary amendments.
  - 2.2. Sufficient copies of final version for distribution to all affected parties.

### 620 As-built drawings and information

---

1. **Contractor designed work:** Provide drawings/ information:
  - 1.1. ....
2. **Submit:** At least four weeks before date for completion.

### 630 Technical literature

---

1. **Information:** Keep on site for reference by all supervisory personnel:

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

## **640 Maintenance instructions and guarantees**

---

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

## **650 Energy rating calculation**

---

1. **Calculation documentation**
  - 1.1. Number of copies: two copies
  - 1.2. Deliver to: Energy Performance Certificate Assessor and also lodge in the Building Manual.

## **660 Environmental assessment information**

---

1. Scheme type:
2. Assessment information
  - 2.1. Provide the following:
  - 2.2. Format:
  - 2.3. Submit: Within one week of request.

## **Document/ data interchange**

### **850 Electronic data interchange (EDI)**

---

1. Data: Types and classes of communication: .....
2. Parties: Between: .....
3. Requirements:

Ω End of Section

## A32 Management of the works

### Generally

#### 110 Supervision

---

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

#### 115 Considerate Constructors Scheme

---

1. **Registration:** N/A

#### 117 Constructing Better Health scheme

---

1. **Membership:** N/A
  - 1.1. **Website:** [www.cbhscheme.co.uk](http://www.cbhscheme.co.uk)

#### 118 Vehicle safety requirements

---

1. **Vehicle equipment:** Ensure that all vehicles have the following:
  - 1.1. Audible alert to other road users to the planned movement of the vehicle when the vehicle's indicators are in operation.
  - 1.2. Prominent signage at the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
  - 1.3. Properly adjusted class VI mirror/s or Fresnel lens to eliminate the near side blind spot.
  - 1.4. Side under run guards.
2. **Driver training**
  - 2.1. Drivers must be trained on vulnerable road user safety through an approved course and hold a current valid Certificate of Competence.
  - 2.2. Drivers must have a valid driving licence and be legally able to drive the vehicle.
3. **Scheme membership:** Submit evidence of registration with and accreditation to the Fleet Operator Recognition Scheme (FORS)
4. **Level of accreditation:**
5. **Submittal date:**

#### 120 Insurance

---

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

#### 130 Insurance claims

---

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

## 140 Climatic conditions

---

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

## 150 Ownership

---

1. **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

---

1. **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:
  - 1.1. Design, production information and proposals provided by the Contractor/ Subcontractors/ Suppliers, including inspection and checking (see section A31).
  - 1.2. Planning and mobilisation by the Contractor.
  - 1.3. Earliest and latest start and finish dates for each activity and identify all critical activities.
  - 1.4. Running in, adjustment, commissioning and testing of all engineering services and installations
  - 1.5. Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A54)
  - 1.6. Work by or on behalf of the Employer and concurrent with the Contract (see section A50) the nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
2. **Exclusions:** Where and to the extent that the programme implications for work which is not so defined are impossible to assess the Contractor should exclude it and confirm this when submitting the programme.
3. **Further information:** Submission of programme will not relieve the Contractor of responsibility to advise of the need for further drawings or details or instructions in accordance with the contract.
4. Submit one copy.

### 215 Revised Programme

---

1. **Format and content:** Compatible with master programme.
2. **Revised programme interval:** Described in the contract data part one.
3. **Number of copies:** one
4. **Special requirements:** electronic copy in Microsoft Project format

### 230 Submission of programme

---

1. **Further information:** Submission of the programme will not relieve the Contractor of the responsibility to advise of the need for further drawings or details or instructions in accordance with the Contract.

### 240 Notice of commencement of work

---

1. **Part of the work:**
2. **Notice period (minimum):**



## **255 Notification of compensation event**

---

1. **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**

---

1. **General:** Site meetings will be held to review progress and other matters arising from administration of the Contract.
2. **Frequency:** Every month
3. **Location:** on site or by video conference
4. **Accommodation:** Ensure availability at the time of such meetings.
5. **Attendees:** Attend meetings and inform subcontractors and suppliers when their presence is required.
6. **Chairperson (who will also take and distribute minutes):** Contract Administrator

## **265 Contractor's progress report**

---

1. **Content:** Notwithstanding the Contractor's obligations under the Contract the report must include:
  - 1.1. A progress statement by reference to the master programme for the Works.
  - 1.2. Details of any matters materially affecting the regular progress of the Works.
  - 1.3. Subcontractors' and suppliers' progress reports.
  - 1.4. Any requirements for further drawings or details or instructions.

## **270 Contractor's site meetings**

---

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

## **280 Photographs**

---

1. **Number of locations:**
2. **Frequency of intervals:**
3. **Image format:**
4. **Number of images from each location:**
5. **Other requirements:**

## **285 Early takeover**

---

1. **Takeover of parts of the works:** As completed, provided that all necessary access, services and other associated facilities are also complete.

## **290 Notice of completion**

---

1. **Requirement:** Give notice of the anticipated dates of completion of the whole or parts of the Works.
2. **Associated works:** Ensure necessary access, services and facilities are complete.
3. **Period of notice (minimum):** One month

## **Control of cost**

## **410 Cash flow forecast**

---

1. **Submission:** Before starting work on site, submit a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. Base on the programme for the Works.

#### **420 Removal/ replacement of existing work**

---

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

#### **430 Quotations for proposed instructions or compensation events**

---

1. **Include**
  - 1.1. A detailed breakdown of the cost including any allowance for direct loss and expense.
  - 1.2. Details of any additional resources required.
  - 1.3. Details of any adjustments to be made to the programme for the Works.
  - 1.4. Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.
2. **Inability to comply:** Inform immediately if it is not possible to comply with any of the above requirements.

#### **440 Measurement**

---

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

#### **450 Daywork vouchers**

---

1. **Before commencing work:** Give reasonable notice to person countersigning daywork vouchers.
2. **Content:** Before delivery each voucher must be:
  - 2.1. Referenced to the instruction under which the work is authorised.
  - 2.2. Signed by the Contractor's person in charge as evidence that the operatives' names, the time spent by each, the plant and materials shown are correct.
3. **Submit:** weekly

#### **460 Payment assessments**

---

1. **Application by Contractor:** if made under clause 50 include details of amounts considered due, together with the following supporting information:
  - 1.1. one.

#### **470 Products not incorporated into the Works**

---

1. **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.
2. **Evidence:** When requested, provide evidence of freedom of reservation of title.

#### **480 Labour and equipment returns**

---

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

Ω End of Section

## A33

# Quality standards/ control

### Standards of products and executions

#### 110 Incomplete documentation

---

1. **General:** Where and to the extent that products or work are not fully documented, they are to be:
  - 1.1. Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
  - 1.2. Suitable for the purposes stated or reasonably to be inferred from the project documents.
2. **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

---

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

#### 130 Quality of products

---

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

#### 135 Quality of execution

---

1. **Generally:** Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
2. **Colour batching:** Do not use different colour batches where they can be seen together.
3. **Dimensions:** Check on-site dimensions.
4. **Finished work:** Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
5. **Location and fixing of products:** Adjust joints open to view so they are even and regular.

#### 140 Evidence of Compliance

---

1. **Proprietary products:** Retain on site evidence that the proprietary product specified has been supplied.
2. **Performance specification:** Submit evidence of compliance, including test reports indicating:
  - 2.1. Properties tested.
  - 2.2. Pass/ fail criteria.
  - 2.3. Test methods and procedures.
  - 2.4. Test results.
  - 2.5. Identity of testing agency.
  - 2.6. Test dates and times.
  - 2.7. Identities of witnesses.
  - 2.8. Analysis of results.

## 150 Inspections

---

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

## 160 Related work

---

1. **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:
  - 1.1. Appropriately complete.
  - 1.2. In accordance with the project documents.
  - 1.3. To a suitable standard.
  - 1.4. In a suitable condition to receive the new work.
2. **Preparatory work:** Ensure all necessary preparatory work has been carried out.

## 170 Manufacturer's recommendations/ instructions

---

1. **General:** Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
2. **Exceptions:** Submit details of changes to recommendations or instructions.
3. **Execution:** Use ancillary products and accessories supplied or recommended by main product manufacturer.
4. **Products:** Comply with limitations, recommendations and requirements of relevant valid certificates.

## 180 Water for the works

---

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

## Samples/ approvals

### 210 Samples

---

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

### 220 Approval of products

---

1. **Submissions, samples, inspections and tests:** Undertake or arrange to suit the Works programme.
2. **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.
3. **Complying sample:** Retain in good, clean condition on site. Remove when no longer required.

## 230 Approval of execution

---

1. **Submissions, samples, inspections and tests:** Undertake or arrange to suit the Works programme.
2. **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.
3. **Complying sample:** Retain in good, clean condition on site. Remove when no longer required.

## Accuracy/ setting out generally

### 310 Accuracy of instruments

---

1. **Accuracy in measurement:** Use instruments and methods described in BS 5606, Appendix A:
2. **Special requirements**
  - 2.1. Instrument .....
  - 2.2. Linear dimensions:
  - 2.3. Angular dimensions:
  - 2.4. Verticality:
  - 2.5. Levels:

### 320 Setting out

---

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

### 330 Appearance and fit

---

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

### 340 Critical dimensions

---

1. **Critical dimensions:** Set out and construct the Works to ensure compliance with the tolerances stated.
2. **Location:** Detailed on drawings .....

### 350 Levels of structural floors

---

- 1.1. N/A

### 360 Record drawings

---

1. **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

---

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

#### **420 Water regulations/ byelaws notification**

---

1. **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.
2. **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**

---

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

#### **435 Electrical installation certificate**

---

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

#### **440 Gas, oil and solid fuel appliance installation certificate**

---

1. **Before the completion date stated in the Contract:** Submit a certificate stating:
  - 1.1. The address of the premises.
  - 1.2. A brief description of the new installation and/ or work carried out to an existing installation.
  - 1.3. Any special recommendations or instructions for the safe use and operation of appliances and flues.
  - 1.4. The Contractor's name and address.
  - 1.5. A statement that the installation complies with the appropriate safety, installation and use regulations.
  - 1.6. The name, qualification and signature of the competent person responsible for checking compliance.
  - 1.7. The date on which the installation was checked.
2. **Certificate location:**

#### **445 Service runs**

---

1. **General:** Provide adequate space and support for services, including unobstructed routes and fixings.
2. **Ducts, chases and holes:** Form during construction rather than cut.
3. **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**

---

1. **Final tests and commissioning:** Carry out so that services are in full working order at completion of the Works.
2. **Building Regulations notice:** Copy to be lodged in the Building Manual.

## Supervision/ inspection/ defective work

### 510 Supervision

---

1. **General:** In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.
2. **Evidence:** Submit, including details of the person proposed, their relevant skills training and knowledge; practical experience; qualifications; membership or registration with professional bodies; employment history, work related assessments and management structure.
3. **Submittal date:**
4. **Replacement:** Give maximum possible notice before changing person in charge or site agent.

### 520 Coordination of engineering services

---

1. **Suitability:** Site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.
2. **Evidence:** Submit when requested CVs or other documentary evidence relating to the staff concerned.

### 530 Overtime working

---

1. **Notice:** Prior to overtime being worked, submit details of times, types and locations of work to be done.
  - 1.1. **Minimum period of notice:**
2. **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

---

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

### 550 Access for inspection

---

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

### 560 Tests and inspections

---

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

### 570 Air permeability

---

- 1.1. N/A

### 580 Continuity of thermal insulation

---

1. N/A



## 590 Resistance to passage of sound

---

- 1.1. N/A

## 595 Energy performance certificate

---

1. N/A

## 610 Proposals for rectification of defective products/ executions

---

1. **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.
2. **Acceptability:** Such proposals may be unacceptable and contrary instructions may be issued.

## 620 Measures to establish acceptability

---

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

## 630 Quality control

---

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

## Work at or after completion

### 710 Work before completion

---

1. **General:** Make good all damage consequent upon the Works.
2. **Temporary markings, coverings and protective wrappings:** Remove unless otherwise instructed.
3. **Cleaning:** Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
4. **Cleaning materials and methods:** As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
5. **COSHH dated data sheets:** Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
6. **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.
7. **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

---

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



**730 Making good defects**

---

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

**740 Highway/ sewer adoption**

---

1.1. N/A

Ω End of Section

## A34 Security/ safety/ protection

### Security, health and safety

#### 110 Preconstruction information

---

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

#### 120 Execution hazards

---

1. **Common hazards:** Not listed. Control by good management and site practice.
2. **Significant hazards:** The design of the project includes the following:
  - 2.1. **Hazard:**
  - 2.2. **Precautions assumed:**
  - 2.3. **Specification reference:**
  - 2.4. **Drawing reference:**

#### 130 Product hazards

---

1. **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.
2. **Common hazards:** Not listed. Control by good management and site practice.
3. **Significant hazards:** Specified construction materials include the following:
  - 3.1. **Hazard:**
  - 3.2. **Material:**
  - 3.3. **Specification reference:**

#### 140 Construction phase health and safety plan

---

1. **Submission:** Present to the Employer/ Client no later than .....
2. **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.
3. **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

---

1. **Protection:** Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
2. **Access:** Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
3. **Special requirements:**

## 160 Stability

---

1. N/A

## 170 Occupied premises

---

1. Extent: Existing buildings will be occupied and/ or used during the Contract as follows: .....
2. Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
3. 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.

## 180 Access control

---

1. Controlled areas:
2. Control type:
3. Authorised persons: Submit a list of the names of all persons requiring access together with any other related information reasonably required.
4. Return of credentials: When requested or on completion of the work to which the controlled area relates.

## 190 Occupier's rules and regulations

---

1. Compliance: Conform to the occupier's rules and regulations affecting the site.
2. Copies
  - 2.1. Location:
  - 2.2. Arrangements for inspection:

## 200 Mobile telephones and portable electronic equipment

---

1. Restrictions on use
  - 1.1. ....

## 210 Safety provisions for site visits

---

1. Safety: Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
2. Protective clothing and/ or equipment: Provide and maintain on site for visitors to the-site.

## 220 Working precautions/ restrictions

---

1. Hazardous areas: Operatives must take precautions as follows:
  - 1.1. Work area:
  - 1.2. Precautions:
2. Permit to work: Operatives must comply with procedures in the following areas:
  - 2.1. Work area:
  - 2.2. Procedures:

## Protect against the following

## 310 Explosives

---

1. Use: Not permitted.

### 320 Noise consent by local authority

---

1. **Consent:** Granted by the Local Authority under Part III of the Control of Pollution Act relating to the Works providing the following conditions are met:
  - 1.1. ....

### 330 Noise and vibration

---

1. **Standard:** Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
2. Noise levels from the Works: Maximum level: ..... dB(A) when measured from .....
3. **Equipment:** Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
4. **Restrictions:** Do not use:
  - 4.1. Percussion tools and other noisy appliances without consent during the hours of .....
  - 4.2. Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

### 340 Pollution

---

1. **Prevention:** Protect the site, the works and the general environment including the atmosphere, land, streams and waterways against pollution.
2. **Contamination:** If pollution occurs inform immediately, including to the appropriate authorities and provide relevant information.

### 350 Pesticides

---

1. **Use:** Not permitted.

### 360 Nuisance

---

1. **Duty:** Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
2. **Surface water:** Prevent hazardous build-up on-site, in excavations and to surrounding areas and roads.

### 370 Asbestos containing materials

---

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

### 371 Dangerous or hazardous substances

---

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

### 380 Fire prevention

---

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

### 390 Smoking on-site

---

1. **Smoking on-site:** Not permitted.

#### 400 Burning on-site

---

1. Burning on-site: Not permitted.

#### 410 Moisture

---

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

#### 420 Infected timber/ Contaminated materials

---

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

#### 430 Waste

---

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

#### 440 Electromagnetic interference

---

1. N/A

#### 450 Laser equipment

---

1. N/A

#### 460 Powder actuated fixing systems

---

1. Use: Not permitted.

#### 470 Invasive species

---

- 1.1. N/A

#### 510 Existing services

---

1. N/A

#### 520 Roads and footpaths

---

1. N/A

#### 530 Existing topsoil/ subsoil

---

1. N/A

---

#### **540 Retained trees/ shrubs/ grassed areas**

---

1. N/A

---

#### **550 Retained trees**

---

- 1.1. N/A

---

#### **555 Wildlife species and habitats**

---

1. N/A

---

#### **560 Existing features**

---

1. **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.
2. **Special requirements:**

---

#### **570 Existing work**

---

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

---

#### **580 Building interiors**

---

1. N/A

---

#### **600 Existing furniture, fittings and equipment**

---

1. **Protection:** Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.
2. **Extent:** Before work in each room starts, the following will be removed:
  - 2.1. ....

---

#### **610 Especially valuable/ vulnerable items**

---

1. N/A

---

#### **620 Adjoining property**

---

1. **Agreement:** Access to and/ or use of the following has been agreed with adjacent owners:
  - 1.1. ....
2. **Permission:** Obtain as necessary from other owners if requiring to erect scaffolding on or otherwise use adjoining property.

---

#### **625 Adjoining property restrictions**

---

1. **Precautions**
  - 1.1. Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
  - 1.2. Pay all charges.
  - 1.3. Remove and make good on completion or when directed.
2. **Damage:** Bear cost of repairing damage arising from execution of the Works.

### 630 Existing structures

---

1. Ground Floor existing slab to be retained.

### 640 Materials for recycling/ reuse

---

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

Ω End of Section

## A35

# Specific limitations on method/ sequence/ timing

### Clauses

#### 110 Scope

---

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

#### 120 Design constraints

---

1. **Details:**

#### 130 Method/ sequence of work

---

1. **Specific Limitations:** Include the following in the programme:  
1.1. ....

#### 160 Use or disposal of materials

---

1. **Specific limitations:**

#### 170 Working Hours

---

1. **Specific limitations:**

#### 180 Completion in sections or in parts

---

1. N/A

Ω End of Section



## **A36**

### **Facilities/ temporary work/ services**

#### **Generally**

##### **110 Spoil heaps, temporary works and services**

---

1. N/A

#### **Accommodation**

##### **210 Room for meetings**

---

1. N/A

##### **220 Site Accommodation**

---

- 1.1. N/A

##### **230 Temporary accommodation**

---

1. N/A

##### **260 Sanitary accommodation**

---

1. N/A

##### **270 Accommodation/ land not included in the site**

---

1. N/A

##### **280 Accommodation Use/ Location**

---

1. Restrictions
  - 1.1. Location .....
  - 1.2. Timing:

##### **290 Parking**

---

1. Provide and maintain exclusively for use by Employer's representatives:

#### **Temporary works**

##### **310 Roads**

---

1. Permanent roads, hard standings and footpaths on the site: The following may be used, subject to clause A34/520:
  - 1.1. Details: TBC
  - 1.2. Restrictions on use:
  - 1.3. Protective or remedial measures:

##### **320 Temporary works**

---

1. Employer's specific requirements: Provide: .....

##### **330 Temporary protection to existing trees/ vegetation**

---

1. N/A

### **340 Name boards/ advertisements**

---

1. Name boards/ advertisements: Not permitted.

## **Services and facilities**

### **410 Lighting**

---

1. N/A

### **420 Lighting and power**

---

1. **Supply:** Electricity from the existing mains may be used for the Works as follows:
  - 1.1. Metering: TBC
  - 1.2. Point of supply: TBC
  - 1.3. Available capacity:
  - 1.4. Frequency: 50 Hz.
  - 1.5. Phase:
  - 1.6. Current: Alternating.
2. **Continuity:** No responsibility will be accepted for the consequences of failure or restriction in supply.

### **425 Gas**

---

1. **Supply:** The existing mains may be used for the Works as follows:
  - 1.1. Metering: TBC
  - 1.2. Source: TBC
  - 1.3. Location of supply point:
  - 1.4. Conditions/ Restrictions:
2. **Continuity:** No liability will be accepted for the consequences of failure or restriction in supply.

### **430 Water**

---

1. **Supply:** The existing mains may be used for the Works as follows:
  - 1.1. Metering: TBC
  - 1.2. Source: TBC
  - 1.3. Location of supply point:
  - 1.4. Conditions/ Restrictions:
2. **Continuity:** No responsibility will be accepted for the consequences of failure or restriction in supply.

### **440 Telephones**

---

1. N/A

### **450 Employer's site telephones**

---

1. N/A

### **460 Fax installation**

---

1. N/A

### **470 E-mail and internet facility**

---

1. N/A

---

#### **480 Photocopier**

1. N/A

---

#### **510 Temperature and humidity**

- 1.1. N/A

---

#### **520 Use of permanent heating system**

- 1.1. N/A

---

#### **530 Beneficial use of installed systems**

1. N/A

---

#### **540 Meter readings**

- 1.1. N/A

---

#### **550 Thermometers**

1. N/A

---

#### **560 Surveying Equipment**

1. N/A

---

#### **570 Personal protective equipment**

1. General: Provide for the sole use of other members of the project team, in sizes to be specified:
  - 1.1. Safety helmets to BS EN 397, neither damaged nor time expired. Number required:
  - 1.2. High visibility waistcoats to BS EN ISO 20471 Class ..... Number required: .....
  - 1.3. Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required:
  - 1.4. Disposable respirators to BS EN 149.FFP1S.
  - 1.5. Eye protection to BS EN 166.
  - 1.6. Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2
  - 1.7. Hand protection - to BS EN 388, 407, 420 or 511, as appropriate.

Ω End of Section

## A37

# Operation/ maintenance of the finished works

## Generally

### 110 The building manual

---

- 1.1. To be provided at completion.

### 115 The Health and Safety File

---

1. Responsibility: The Contractor.
2. Content: Obtain and provide the following information: TBC.....
3. Format:
4. Delivery to: ...MWJV..... By (date): 2 weeks prior to completion.....

### 120 Content of the building manual part 1: General

---

1. TBC

### 130 Content of the building manual part 2: Building fabric

---

1. TBC

### 140 Content of the building manual part 3: Building services

---

- 1.1. TBC

### 150 Content of the building manual part 4: the Health and Safety File

---

1. Content: obtain and provide the following, including all relevant details not included in other parts of the manual, including:
  - 1.1. residual hazards and how they have been dealt with
  - 1.2. hazardous materials used
  - 1.3. information regarding the removal or dismantling of installed plant and equipment
  - 1.4. health and safety information about equipment provided for cleaning or maintaining the structure;
  - 1.5. the nature, location and markings of significant services,
  - 1.6. information and as-built drawings of the structure, its plant and equipment
  - 1.7. ....
2. Information prepared by others: Details: .....
3. Timescale for completion:
4. Submit to:

### 151 Content of the building manual part 5: the building user guide

---

1. TBC

### 160 Presentation of building manual

---

1. Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
2. 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.

3. As-built drawings: The main sets may form annexes to the Manual.

### **190 Maintenance service**

---

1. Scope; provide a comprehensive maintenance service for the following items of plant and equipment: Include all planned preventative maintenance, as set out within the maintenance schedule and replacement of all consumable items
  - 1.1. ...N/A.....
2. Terms:
3. Commencement:
4. Duration:

### **210 Information for commissioning of services**

---

1. General: Submit relevant drawings and preliminary performance data to enable the building user's staff to familiarise themselves with the installation.
2. Time of submission: At commencement of commissioning.

### **220 Training**

---

1. TBC

### **230 Spare parts**

---

1. N/A

### **250 Tools**

---

1. N/A

Ω End of Section

## A40

# Contractor's general cost items: management and staff

## Clauses

### 110 Management and staff

---

1. Cost significant items:

Ω End of Section

## A41

# Contractor's general cost items: site accommodation

## Clauses

### 110 Site accommodation

---

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

Ω End of Section

## A42

### Contractor's general cost items: services and facilities

#### Clauses

##### 110 Power

---

1. Cost significant items: N/A

##### 120 Lighting

---

1. Cost significant items: N/A

##### 130 Fuels

---

1. Cost significant items: N/A

##### 140 Water

---

1. Cost significant items: N/A

##### 150 Telephone and administration

---

1. Cost significant items: N/A

##### 160 Safety, health and welfare

---

1. See clause A34/210.
2. Cost significant items: N/A

##### 170 Storage of materials

---

1. Cost significant items: N/A

##### 180 Rubbish disposal

---

1. See clause A34/430.
2. Cost significant items: N/A

##### 190 Cleaning

---

1. See clause A33/710.
2. Cost significant items: N/A

##### 200 Drying out

---

1. See clause A34/410.
2. Cost significant items: N/A

##### 210 Protection of work in all sections

---

1. Cost significant items: N/A

##### 220 Security

---

1. See clause A34/150.
2. Cost significant items: N/A



### **230 Maintain public and private roads**

---

1. See clause A34/520.
2. Cost significant items: N/A

### **240 Small plant and tools**

---

1. Cost significant items: N/A

### **250 Others**

---

1. Heading: N/A
2. Cost significant items: N/A

### **310 Additional services and facilities items**

---

1. Heading: TO BE COMPLETED BY CONTRACTOR
2. Cost significant items: N/A

Ω End of Section

## A43

### Contractor's general cost items: mechanical plant

#### Clauses

##### 110 Cranes

---

1. Cost significant items: Tenderer to advise on logistic strategy for installation of units.

##### 120 Hoists

---

1. Cost significant items: N/A

##### 130 Personnel transport

---

1. Cost significant items: N/A

##### 140 Transport

---

1. Cost significant items: N/A

##### 150 Earthmoving plant

---

1. Cost significant items: N/A

##### 160 Concrete plant

---

1. Cost significant items: N/A

##### 170 Piling plant

---

1. Cost significant items: N/A

##### 180 Paving and surfacing plant

---

1. Cost significant items: N/A

##### 200 Additional mechanical plant

---

1. Cost significant items: TO BE COMPLETED BY CONTRACTOR

Ω End of Section

## A44

### Contractor's general cost items: temporary works

#### Clauses

##### 110 Temporary roads

---

1. Cost significant items: N/A

##### 120 Temporary walkways

---

1. Cost significant items: N/A

##### 130 Access scaffolding

---

1. Cost significant items: N/A

##### 140 Support scaffolding and propping

---

1. Cost significant items: N/A

##### 150 Hoardings, fans, fencing, etc.

---

1. Cost significant items: Heras fencing will be required to the current redline boundary currently detailed in the works information.

##### 160 Hardstanding

---

1. Cost significant items: N/A

##### 170 Traffic regulations

---

1. Cost significant items: N/A

##### 200 Additional temporary works

---

1. Cost significant items: TO BE COMPLETED BY CONTRACTOR

Ω End of Section

## A50

### Work/ products by/ on behalf of the employer

#### Clauses

##### 110 Work by/ on behalf of employer

---

1. Title: N/A
2. Description of work: N/A
3. Carried out by: N/A
4. Attendance: Allow for the following additional to those reasonably required by the conditions of contract:- ... N/A .....

##### 120 Products provided by/ on behalf of employer

---

1. **General:** Details of such products are given in the work sections, for fixing as part of the contract. Use for no other purpose than the Works.
2. **Handling:** Accept delivery, check against receipts and take into appropriate storage.
3. **Surplus products:** Keep safe and obtain instructions.

Ω End of Section

**A53**  
**Work by statutory authorities/ undertakers**

**Clauses**

**110 Work by Local Authority**

---

- 1. N/A

**120 Work by statutory undertakers**

---

- 1. All water, electrical and communication lines are to be finalized by the Contractor.

Ω End of Section

## **A54**

### **Provisional work/ items**

#### **Clauses**

---

#### **110 Provisional sums for defined work, for use with SMM7/ NRM2**

1. N/A

---

#### **210 Provisional sums for undefined work, for use with SMM7/ NRM2**

1. N/A

---

#### **310 Work where compliance with SMM7/ NRM2 is not required**

1. N/A

---

#### **520 Provisional sums not specifically for work – Building control prescribed inspection fee**

1. N/A

---

#### **530 Provisional sums not specifically for work – Tests and samples**

1. N/A

---

#### **540 Provisional sums not specifically for work – Progress photographs**

1. Provisional sum: Include: ... N/A .....

---

#### **550 Provisional sums not specifically for work – Extra cost of authorised overtime**

- 1.1. N/A

---

#### **560 Provisional sums not specifically for work**

1. N/A

---

#### **590 Contingencies**

1. N/A

Ω End of Section

**A55**  
**Dayworks**

**Clauses**

**110 Labour**

---

1.1. N/A

**120 Products**

---

1.1. N/A

**130 Equipment**

---

1. N/A

Ω End of Section

**A56**  
**Advance procurement**

**Clauses**

**110 Fixing**

---

1. N/A

**130 Advance procurement**

---

1.1. N/A

Ω End of Section





Specification created using NBS Chorus