



## Alteration Works

Tender Documents

December 2019

Clevedon Village Hall, 25 Old Street, Clevedon  
BS21 6ND



Sanderson  
Weatherall

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# 1 Preliminaries

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<b>1</b>	<b><u>PRELIMINARIES</u></b>	
<b>1.1</b>	<b><u>Description of the Works</u></b>	
	<p>These works are known as Village Hall Alteration Works and relate to the following address:</p> <p>Clevedon Village Hall 25 Old Street Clevedon BS21 6ND</p>	
	<p><b>The works generally comprise:</b></p> <p><b>Externally:</b></p> <ul style="list-style-type: none"> <li>~ Works to the front elevation;</li> <li>~ Repair and redecoration works to the left side elevation;</li> <li>~ Raising the level of the path alongside the left elevation;</li> <li>~ Alteration works to the front entrance on the left side elevation;</li> <li>~ Repair works to the fire escape exit;</li> <li>~ Construction of a canopy over the front entrance door</li> </ul> <p><b>Internally:</b></p> <ul style="list-style-type: none"> <li>~ Alteration works to the entrance lobby;</li> <li>~ Removal of 3 no. of the consultation room partitions and associated equipment in main hall to create an open consultation space/training area;</li> <li>~ Conversion of 1 no. existing partition to remain into a private consultation space;</li> <li>~ Alteration of the electrical design, lighting and addition of Wi-fi to provide to building;</li> <li>~ Replacement of tea-point and addition of new undersink heater to provide to tea-point and toilets;</li> <li>~ Alterations to existing male toilets into a disabled accessible toilet;</li> <li>~ Alterations to existing female toilets into 1 no. unisex toilet and a consultation room;</li> </ul>	
<b>1.2</b>	<b><u>Employer</u></b>	
	For the purposes of these works the client is The Trustees of Clevedon Village Hall c/o Clevedon Town Council, Contact: Sue Howard.	
<b>1.3</b>	<b><u>Contract Administrator (CA)</u></b>	
	<p>The Contract Administrator (CA) is Sanderson Weatherall LLP, 30 Queen Square, Bristol. BS1 4ND. Contact Olivia Sawyer.</p> <p><b>Tel:</b> 0117 338 1807 <b>Email:</b> olivia.sawyer@sw.co.uk</p>	
<b>1.4</b>	<b><u>Pre-Tender Site Visit</u></b>	<b>Area</b>
	Contractors are to make arrangements to visit the site prior to submitting their tender and access can be arranged by contacting the Contract Administrator. The contractor is required to visit the site before tendering to acquaint themselves with the existing limitations of the site, the extent of the works required and any other conditions which may affect the way the works are executed.	
<b>1.5</b>	<b><u>Fixed Price Quotation</u></b>	<b>Area</b>

	<p>The quotation shall be fixed price and no adjustments will be made for fluctuations in the price of materials, rates of wages or contributions, or any other matter whatsoever. Any such fluctuations will be at the sole risk of the contractor who should ensure that any work he may be permitted to sub-let, in accordance with these conditions, is sub-let on the same conditions. Any orders from nominated suppliers, under these conditions, are to be placed on the same fixed price unless otherwise directed by the CA.</p>	
<b>1.6</b>	<b><u>Conditions of Contract</u></b>	<b>Area</b>
	<p><b>See Appendix for Draft JCT Minor Works Contract 2016 with Contractor's Design.</b></p> <p><u>Contract Type</u> Joint Contracts Tribunal (JCT) Minor Works Contract with Contractor's Design 2016.</p> <p><u>Start Date</u> The works are proposed to commence in March 2020. Suggested 30th March 2020.</p> <p><u>Completion Date</u> Proposed completion date is no later than <b>six</b> weeks from commencement.</p>	
	<p><u>Payment</u> The contractor is to submit monthly valuations based against the progress of works for the quoted price, plus or minus any Variation Orders issued by the CA, less 5% retention. Retention will be reduced to 2.5% upon Practical Completion which will be payable at the end of the rectification period.</p>	
	<p><u>Extensions of Time</u> The Contractor shall without delay notify the CA in writing if it becomes apparent that the works will not be completed by the Date for Completion. Where delay occurs for reasons beyond the control of the Contractor including compliance with variations issued by the CA, the CA shall give such extension as is reasonable in accordance with the contractor and notify the parties.</p>	
	<p><u>Rectification Period</u> Twelve months from the date of practical completion.</p>	
	<p><u>Injury Damage and Insurance</u> Liability of the contractual, personal injury or death or any one occurrence or series of occurrences arising at one event, to be not less than £2 million for the complete duration of the works.</p>	
	<p><u>Liquidated Damages</u> LD's are to apply to the contract at the rates stated below based per calendar week or part thereof to be levied by the employer against the Contractor's account for late completion. LD's are to be set at £750.00 per calendar week</p>	
	<p><u>Settlement of Disputes</u> Disputes arising out of works are to be settled by reference to adjudication. If the dispute remains, this will be settled by reference to Legal Proceedings.</p>	

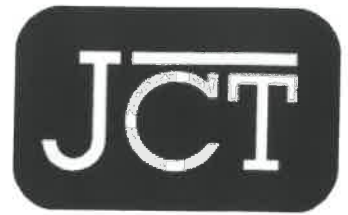
<b>1.7</b>	<b><u>Construction (Design &amp; Management Regulations 2015)</u></b>	<b>Area</b>
	<p>All construction works are subject to CDM 2015. The works will be notifiable to the Health &amp; Safety Executive under Construction (Design and Management) Regulations 2015. The contractor must comply with those regulations.</p> <p>The contractor is to undertake the role of Principal Contractor in accordance with CDM 2015. Requirements of these regulations are to be strictly adhered to at all times and a Construction Phase Plan (CPP) is to be produced prior to commencement of works.</p> <p>The Principal Designer is Sanderson Weatherall LLP, 30 Queen Square, Bristol BS1 4ND Contact: Jo Williams  <b>Tel:</b> 0117 338 1802 or 077 140 60242  <b>Email:</b> jo.williams@sw.co.uk</p> <p>The Contractor must provide method statements and risk assessments and a Construction Phase Plan (CPP) for the works prior to commencement.</p>	
<b>1.8</b>	<b><u>Temporary Working at Height Access</u></b>	<b>Area</b>
	<p>The Contractor is responsible for providing all necessary and suitable temporary working at height access equipment, the suitability/selection of which is to be reasonably practicable and strictly subject to/justified/demonstrated by Risk Assessment (taking into account all project/site considerations) and Working at Height Hierarchy under the Work at Height Regulations 2005 (WAHR).</p> <p>All necessary/suitable temporary protection is required to be provided in connection with the selected temporary working at height access equipment.</p> <p>Where static temporary scaffolding is required to be used, specific arrangements should be made to prevent unauthorised use, and ground/low level scaffold lift ladders are to be removed at the end of each working day and padlocked horizontally in a secure place.</p>	
<b>1.9</b>	<b><u>Welfare</u></b>	<b>Area</b>
	<p>Welfare and WC facilities are available for contractors on site during the works. Contractor to coordinate the WC works to enable their ongoing use. During days when no water or WC's are available, then the WC's at the Town Hall are available to use with prior agreement of dates.</p> <p>All areas to be kept clean and tidy by the contractor during the works, with a schedule of condition to be undertaken prior to commencement of works.</p>	
<b>1.10</b>	<b><u>Clevedon Town Council Specific Requirements</u></b>	<b>Area</b>
	<p>The Council will advise any council-specific induction and permits to work procedures that may apply at the pre start meeting.</p>	
<b>1.11</b>	<b><u>Site Management and Measurement</u></b>	<b>Area</b>
	<p>Allow for working forman or person in charge of the site on a day to day basis, contractor's supervision, measurement and agreement of provisional quantities and rates.</p> <p>The Contractor is to take all necessary site survey information and be responsible for correct tolerances of manufactured components, measurements and repairs.</p>	

<b>1.12</b>	<b><u>Parking</u></b>	<b>Area</b>
	Parking is NOT available on site. On street parking is available in the surrounding streets and public car parks. Any offloading is to be coordinated with due appreciation of the pedestrian crossing outside the property and the Highway Code.	
<b>1.13</b>	<b><u>Site Storage</u></b>	<b>Area</b>
	There is provision for storage of materials and plant in the works areas. Any materials/plant stored on site is done so at the contractor's own risk. The contractor is to allow for all necessary storage containers required during the works. Number/size of storage containers to be used is to be kept to a minimum. All requirements are to be notified to the CA upon tender return.	
<b>1.14</b>	<b><u>Making Good</u></b>	<b>Area</b>
	All finishes disturbed by reason of the operation specified herein shall be made good in a proper manner, although not specifically mentioned, and brought to a finish to match adjoining surfaces.	
<b>1.15</b>	<b><u>Materials</u></b>	<b>Area</b>
	The whole of the materials required for the works are to be new unless otherwise specified and to be best quality of manufacturer. Materials shall conform to the appropriate British Standard or relevant European Standard.	
<b>1.16</b>	<b><u>Workmanship</u></b>	<b>Area</b>
	<p>All materials shall be protected from the weather and workmanship shall conform to any relevant British Standard and/or British Standards Codes of Practice or relevant European Standard.</p> <p>The works carried out are to comply with the recommendations of BS8000 workmanship on building sites and materials manufacturer's recommendations and instructions.</p>	
	<b>Section Total</b>	<b>£</b>

## 1A Draft JCT Minor Works Contract 2016

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This document has changed from the published version. A comparison document must be provided.

**MWD 2016  
Minor Works Building Contract  
with contractor's design 2016**

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**2016**  
**MINOR WORKS BUILDING CONTRACT**

### Minor Works Building Contract with contractor's design (MWD)

Appropriate:

- where the work involved is simple in character;
- where the work is designed and the requirements for the contractor's design of discrete part(s) are detailed by or on behalf of the Employer, and where the Contractor is required to design those part(s) of the work (Contractor's Designed Portion);
- where the Employer is to provide drawings and/or a specification and/or work schedules to define adequately the quantity and quality of the work; and
- where an Architect/Contract Administrator is to administer the conditions.

Can be used:

- by both private and local authority employers.

Not suitable:

- as a design and build contract;
- where bills of quantities are required;
- where provisions are required to govern work carried out by named specialists;
- where detailed control procedures are needed.

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For details of 2016 Edition changes, see the Guidance Notes and the Tracked Change Document.

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# Agreement

## This Agreement

is made the \_\_\_\_\_ 20\_\_\_\_\_

## Between

### The Employer

The Trustees of Clevedon Town Council

of 44 Old Street, Clevedon BS21 6BU

## And

### The Contractor

[\_\_\_\_\_]

(Company No. [\_\_\_\_\_] )<sup>[1]</sup>

of/whose registered office is at

[\_\_\_\_\_]

[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number.



## Recitals

### Whereas

#### First

the Employer wishes to have the following work carried out<sup>[2]</sup>:

Alteration Works

at

Clevedon Village Hall, 25 Old Street, Clevedon BS21 6ND ('the Works')  
under the direction of the Architect/Contract Administrator referred to in Article 3;

#### Second

the Works include the design and construction of<sup>[3]</sup>

Design of M&E services (electrics, lighting and radiators)  
(('the Contractor's Designed Portion')):

#### Third

the Employer has had the following documents prepared which show and describe the work to be done:

the drawings listed in Drawing issue sheet ('the Contract Drawings')<sup>[4][5]</sup>

a Specification ('the Contract Specification')<sup>[4]</sup>

Work Schedules<sup>[4]</sup>

other documents showing or describing or otherwise stating his requirements for the design and construction of the Contractor's Designed Portion ('the Employer's Requirements')

which for identification have been signed or initialled by or on behalf of each Party; those documents together with this Agreement, the Conditions and, if applicable, a Schedule of Rates as referred to in the Fourth Recital (collectively 'the Contract Documents') are annexed to this Agreement<sup>[6]</sup>;

#### Fourth

the Contractor has supplied the Employer with a copy of the priced Contract Specification or Work Schedules or with a Schedule of Rates<sup>[4]</sup>;

[2] State nature and location of intended works.

[3] State nature of work in the Contractor's Designed Portion either here or by reference to an identified Annex to this Contract. The Annex or any continuation sheets to a description here should be signed or initialled by or on behalf of each Party.

[4] Delete as appropriate.

[5] State the identifying numbers of the Contract Drawings or identify the schedule of drawings or other document listing them.

[6] Where a Contract Document has been priced by the Contractor it is that version of the document that should be annexed.

**Fifth**

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for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;

**Sixth**

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for the purposes of the Construction (Design and Management) Regulations 2015 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

**Seventh**

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the Contract is not supplemented by a Framework Agreement;

**Eighth**

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whether any of Supplemental Provisions 1 to 6 apply is stated in the Contract Particulars;

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## Articles

### Now it is hereby agreed as follows

#### Article 1 Contractor's obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

#### Article 2 Contract Sum

The Employer will pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of

[ ] (£ [ ]) ('the Contract Sum')

or such other sum as becomes payable under this Contract.

#### Article 3 Architect/Contract Administrator

For the purposes of this Contract the Architect/Contract Administrator<sup>[7]</sup> is

Sanderson Weatherall

of

1st Floor, 30 Queen Square, Bristol BS1 4ND

or, if he ceases to be the Architect/Contract Administrator, such other person as the Employer nominates (such nomination to be made within 14 days of the cessation). No replacement appointee as Architect and/or Contract Administrator shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

#### Article 4 Principal Designer

The Principal Designer for the purposes of the CDM Regulations is the Architect/Contract Administrator or such replacement as the Employer at any time appoints to fulfil that role.

#### Article 5 Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor or such replacement as the Employer at any time appoints to fulfil that role.

#### Article 6 Adjudication

If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 7.2.<sup>[8]</sup>

[7] Unless the person appointed by or under Article 3 is entitled to use the title 'Architect' under the Architects Act 1997, the term 'Architect' shall so long as that person holds that post be deemed deleted throughout this Contract. Any appointee as Contract Administrator should be suitably experienced for the role. Irrespective of experience or qualifications, the Employer should not at any time appoint himself to the role without the Contractor's prior agreement.

[8] As to adjudication in cases where the Employer is a residential occupier within the meaning of section 106 of the Housing Grants,

**Article 7                      Arbitration**

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Not applicable

**Article 8                      Legal proceedings<sup>[9]</sup>**

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Subject to Article 6 and (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

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Construction and Regeneration Act 1996, see the Guidance Notes.

- [9]** If it is intended, subject to the right of adjudication and exceptions stated in Article 7, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that the arbitration provisions of Article 7 and Schedule 1 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 8 (see also clause 1.8).

## Contract Particulars

**Note: An asterisk \* indicates where selection has been or should have been made.**

### Fifth Recital and Schedule 2 (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)

#### Base Date

10 days after tender return date

### 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<sup>[10]</sup>

the project  
\* is not notifiable

### Eighth Recital and Schedule 3

#### Supplemental Provisions<sup>[11]</sup>

(Where neither entry against one of Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provision applies.)

Supplemental Provision 1: Collaborative working  
\* does not apply

Supplemental Provision 2: Health and safety  
\* applies

Supplemental Provision 3: Cost savings and value improvements  
\* does not apply

Supplemental Provision 4: Sustainable development and environmental considerations  
\* does not apply

Supplemental Provision 5: Performance Indicators and monitoring  
does not apply

Supplemental Provision 6: Notification and negotiation of disputes  
\* does not apply

[10] Under the CDM Regulations 2015 a project is notifiable if the construction work on a construction site is scheduled either to last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project or to exceed 500 person days.

[11] Supplemental Provision 7 (Transparency) applies only where the Employer is a Local or Public Authority or other body to whom the Freedom of Information Act 2000 applies; Supplemental Provision 8 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.



## Article 7

### Arbitration

*(If neither entry is deleted, Article 7 and Schedule 1 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 7 and Schedule 1 apply.)<sup>[12]</sup>*

Article 7 and Schedule 1 (Arbitration)  
\* do not apply

## 2.3

### Works commencement date

30th March 2020

### Date for Completion

8th May 2020  
or such later date for completion as is fixed under clause 2.8

## 2.9

### Liquidated damages

at the rate of  
£750 per Week<sup>[13]</sup>

## 2.11

### Rectification Period

*(The period is 3 months unless a different period is stated.)*

12 months<sup>[14]</sup>  
from the date of practical completion

## 4.3

### Interim payments – Interim Valuation Dates<sup>[15]</sup>

*(Unless otherwise stated, the first Interim Valuation Date is one month after the Works commencement date specified in these Particulars (against the reference to clause 2.3) and thereafter at monthly intervals.)*

The first Interim Valuation Date is

One month  
and thereafter at intervals of

Payments due prior to practical completion – percentage of the total value of work etc.  
*(The percentage is 95 per cent unless a different rate is stated.)*

95 per cent<sup>[14]</sup>

[12] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Guidance Notes. See also footnote [9].

[13] Insert 'day', 'week' or other period.

[14] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the percentage entries for clause 4.3.

[15] The first Interim Valuation Date should not be more than one month after the Works commencement date and the intervals between Interim Valuation Dates should not be more than one month.

Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor  
(The percentage is 97½ per cent unless a different rate is stated.)

97.5 per cent<sup>[14]</sup>

#### 4.3 and 4.8

Fluctuations provision  
(Unless another provision or entry is selected, Schedule 2 applies.)

\* no fluctuations provision applies

#### 4.8.1

Supply of documentation for computation of amount to be finally certified  
(The period is 3 months unless a different period is stated.)

1 month months<sup>[14]</sup>  
from the date of practical completion

#### 5.3

Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than

£2,000,000  
for any one occurrence or series of occurrences arising out of one event

#### 5.4, 5.5 and 5.6

Insurance of the Works etc. – alternative provisions<sup>[16]</sup>

\* Clause 5.5 (Works and existing structures insurance by Employer in Joint Names) applies

#### 5.4 and 5.5

Percentage to cover professional fees  
(If no other percentage is stated, it shall be 15 per cent.)

15 per cent

#### 7.2

Adjudication<sup>[17]</sup>

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)<sup>[18]</sup>

(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed below selected by the Party requiring the reference to adjudication.)

\* The Royal Institution of Chartered Surveyors

- [16] As to choice of applicable insurance provisions, see the Guidance Notes.  
Where there are existing structures, it is vital that any prospective Employer – in particular any Employer who is a tenant or a domestic homeowner – who is not familiar with clause 5.5 and the possible solutions under clause 5.6, or an appropriate member of their professional team, should consult the Employer's insurance advisers prior to the tender stage. Any Employer who is a tenant should also consult his insuring landlord prior to that stage.
- [17] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.
- [18] Delete all but one of the nominating bodies asterisked.

## Attestation

### Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to the main factor relevant to that choice, see the Guidance Notes.

#### Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or his authorised representative should sign where indicated in the presence of a witness who should then sign and set out his name and address.

#### Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

#### Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on his behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

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*Execution under hand*

## As witness

the hands of the Parties  
or their duly authorised representatives

Signed by or on behalf of  
the Employer

in the presence of:

\_\_\_\_\_  
*witness' signature*

\_\_\_\_\_  
*witness' name*

\_\_\_\_\_  
*witness' address*

Signed by or on behalf of  
the Contractor

in the presence of:

\_\_\_\_\_  
*witness' signature*

\_\_\_\_\_  
*witness' name*

\_\_\_\_\_  
*witness' address*



# Conditions

## Section 1 Definitions and Interpretation

### 1.1 Definitions

Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, words and phrases defined in the Agreement shall have the same meanings in these Conditions and the following words and phrases, where they appear in capitalised form in these Conditions, shall have the meanings stated or referred to below.

**Agreement:** the Agreement to which these Conditions are annexed, including its Recitals, Articles and Contract Particulars.

**All Risks Insurance**<sup>[19]</sup>: insurance which provides cover against any physical loss or damage to work executed and Site Materials and against the reasonable cost of the removal and disposal of debris and of any shoring and propping of the Works which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

- (a) property which is defective due to:
  - (i) wear and tear,
  - (ii) obsolescence, or
  - (iii) deterioration, rust or mildew;
- (b) any work executed or any Site Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other work executed which is lost or damaged in consequence thereof where such work relied for its support or stability on such work which was defective<sup>[20]</sup>;
- (c) loss or damage caused by or arising from:
  - (i) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government *de jure* or *de facto* or public, municipal or local authority,
  - (ii) disappearance or shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event, or
  - (iii) an Excepted Risk.

**Article:** an article in the Agreement.

**Business Day:** any day which is not a Saturday, a Sunday or a Public Holiday.

[19] The definition of All Risks Insurance defines the risks for which insurance is required. Policies issued by insurers are not standardised and the way in which insurance for those risks is expressed varies.

[20] In any policy for All Risks Insurance taken out under clause 5.4 or 5.5.2, cover should not be reduced by any exclusion that goes beyond the terms of paragraph (b) in this definition. For example, an exclusion in terms that 'This Policy excludes all loss of or damage to the property insured due to defective design, plan, specification, materials or workmanship' would not be in accordance with the terms of those insurance clauses or of that definition. Wider All Risks cover than that specified may be available, though it is not standard.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015.

**CDP Works:** that part of the Works comprised in the Contractor's Designed Portion.

**Conditions:** the clauses set out in sections 1 to 7, together with and including the Schedules hereto.

**Construction Industry Scheme (or 'CIS'):** see the **Fifth Recital**.

**Construction Phase Plan:** the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.

**Contract Particulars:** the particulars in the **Agreement** and there described as such, including the entries made by the Parties.

**Contractor's Designed Portion:** see the **Second Recital**.

**Contractor's Persons:** the Contractor's employees and agents, all other persons employed or engaged on or in connection with the Works or any part of them and any other person properly on the site in connection therewith, excluding the Architect/Contract Administrator, the Employer, Employer's Persons and any Statutory Undertaker.

**Employer's Persons:** all persons employed, engaged or authorised by the Employer, excluding the Contractor, Contractor's Persons, the Architect/Contract Administrator and any Statutory Undertaker.

**Employer's Requirements:** see the **Third Recital**.

**Excepted Risks:** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**Interest Rate:** a rate 5% per annum above the official bank rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.

**Interim Valuation Date:** each date as specified by the **Contract Particulars** (against the reference to **clause 4.3**).

**Joint Names Policy:** a policy of insurance which includes the Employer and the Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured, or recognised as an insured thereunder.

**Local or Public Authority:** a body that is a 'contracting authority' as defined by the PC Regulations.

**Parties:** the Employer and the Contractor together.

**Party:** either the Employer or the Contractor.

**PC Regulations:** the Public Contracts Regulations 2015.

**Provisional Sum:** includes a sum provided for work that the Employer may or may not decide to have carried out, or which cannot be accurately specified in the Contract Documents.

**Public Holiday:** Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.<sup>[21]</sup>

**Recitals:** the recitals in the **Agreement**.

**Rectification Period:** the period stated as such period in the **Contract Particulars** (against the reference to **clause 2.11**).

**Scheme:** Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.

**Site Materials:** all unfixed materials and goods delivered to and placed on or adjacent to the Works which are intended for incorporation therein.

**Specified Perils:** fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and

[21] Amend as necessary if different Public Holidays are applicable.

civil commotion, but excluding Excepted Risks.

**Statutory Requirements:** any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Works or performance of any obligations under this Contract and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to the Works or with whose systems the Works are, or are to be, connected.

**Statutory Undertaker:** any local authority or statutory undertaker where executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by it upon or in connection with that work.

**VAT:** Value Added Tax.

**Works Insurance Policy:** the Joint Names Policy or policies covering the Works and Site Materials to be effected and maintained under whichever of clauses 5.4, 5.5 and 5.6 applies.

## **1.2 Agreement etc. to be read as a whole**

The Agreement and these Conditions are to be read as a whole. Nothing contained in the Contract Drawings, the Contract Specification, the Work Schedules or the Employer's Requirements, nor anything in any Framework Agreement, shall override or modify the Agreement or these Conditions.

## **1.3 Headings, references to persons, legislation etc.**

In the Agreement and these Conditions, unless the context otherwise requires:

- 1.3.1 the headings, notes and footnotes are included for convenience only and shall not affect the interpretation of this Contract;
- 1.3.2 the singular includes the plural and vice versa;
- 1.3.3 a gender includes any other gender;
- 1.3.4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate; and
- 1.3.5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom.

## **1.4 Reckoning periods of days**

Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

## **1.5 Contracts (Rights of Third Parties) Act 1999**

Notwithstanding any other provision of this Contract, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

## **1.6 Notices and other communications**

- 1.6.1 Each notice, instruction or other communication referred to in the Agreement or these Conditions shall be in writing.
- 1.6.2 Unless otherwise stated in these Conditions, any notice or other communication under this Contract may be given to or served on the recipient by any effective means at the address specified in the Agreement or such other address as he shall notify to the other Party. If no such address is then current, the notice or other communication shall be treated as effectively given or served if addressed and sent by pre-paid post to the recipient's last known principal business address or (where a body corporate) its registered or principal office.

**1.7 Consents and approvals**

- 1.7.1 Where consent or approval of either Party or the Architect/Contract Administrator is expressly required under these Conditions and is requested, then, except as provided in clause 1.7.2, such consent or approval shall not be unreasonably delayed or withheld.
- 1.7.2 In the following cases the giving of consent or approval shall be at the sole discretion of the Party from whom it is sought and clause 1.7.1 shall not apply, namely the Employer's consent under clause 2.11 and either Party's consent under clause 3.1.

**1.8 Applicable law**

This Contract shall be governed by and construed in accordance with the law of England.<sup>[22]</sup>

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**[22]** Where the Parties do not wish the law applicable to this Contract to be the law of England appropriate amendments should be made.

## Section 2 Carrying out the Works

### 2.1 Contractor's obligations

The Contractor shall carry out and complete the Works in a proper and workmanlike manner and in compliance with the Contract Documents, the Construction Phase Plan and Statutory Requirements, and shall give all notices required by the Statutory Requirements. In relation to the Contractor's Designed Portion, the Contractor:

- 2.1.1 using reasonable skill, care and diligence, shall complete the design for the Contractor's Designed Portion, including, so far as not described or stated in the Employer's Requirements, the selection of any specifications for the kinds and standards of the materials, goods and workmanship to be used in the CDP Works;
- 2.1.2 shall comply with regulations 8 to 10 of the CDM Regulations and with the Architect/Contract Administrator's directions for the integration of the design of the Contractor's Designed Portion with the design of the Works as a whole, subject to the provisions of clause 3.4.2;
- 2.1.3 shall as and when necessary without charge provide the Architect/Contract Administrator with copies of such drawings or details, specifications of materials, goods and workmanship, and (if requested) related calculations and information, as are reasonably necessary to explain the Contractor's Designed Portion;
- 2.1.4 shall not be responsible for the contents of the Employer's Requirements or for verifying the adequacy of any design contained within them. If an inadequacy is found in any design in the Employer's Requirements, then, subject to clause 2.6, the Employer's Requirements shall be altered or modified by instructions under clause 3.6.1.

Drawings and other documents to be supplied by the Contractor shall be supplied by such means and in such format, if any, as are specified in the Employer's Requirements<sup>[23]</sup>. In the absence of specific requirements they shall be supplied in the form of not less than two copies and, unless otherwise stated in the Employer's Requirements, the Contractor shall allow not less than 7 days from the date of their receipt for the Architect/Contract Administrator's comments on each drawing or other document before commencing the work to which they relate.

### 2.2 Materials, goods and workmanship

- 2.2.1 Insofar as the quality of materials or standards of workmanship are stated to be a matter for the Architect/Contract Administrator's approval, such quality and standards shall be to his reasonable satisfaction. To the extent that the quality of materials and goods or standards of workmanship are neither described in the Contract Documents nor stated to be a matter for such approval or satisfaction, they shall in the case of the Contractor's Designed Portion be of a standard appropriate to it and shall in any other case be of a standard appropriate to the Works.
- 2.2.2 The Contractor shall take all reasonable steps to encourage Contractor's Persons to be registered cardholders under the [Construction Skills Certification Scheme](#) (CSCS) or qualified under an equivalent recognised qualification scheme.

### 2.3 Commencement and completion

The Works may be commenced on and shall be completed by the respective dates stated in the Contract Particulars.

### 2.4 Architect/Contract Administrator's duties

The Architect/Contract Administrator shall issue any further information and instructions necessary for the proper carrying out of the Works and all certificates required by these Conditions.

[23] It is envisaged that any applicable BIM or other communications protocol will be included in the Employer's Requirements.



## **2.5 Correction of inconsistencies**

- 2.5.1 Any inconsistency in or between the Contract Drawings, the Contract Specification, the Work Schedules and the Employer's Requirements shall be corrected and any such correction which results in an addition, omission or other change shall be treated as a variation under clause 3.6.1.
- 2.5.2 Any inconsistency in or between documents prepared by the Contractor for the CDP Works shall be corrected by the Contractor at his own expense after the Architect/Contract Administrator has approved the manner in which the Contractor proposes to deal with the inconsistency.

## **2.6 Divergences from Statutory Requirements**

- 2.6.1 If the Contractor becomes aware of any divergence between the Statutory Requirements and the Contract Documents or between the Statutory Requirements and any instruction from the Architect/Contract Administrator, he shall immediately notify the latter, specifying the divergence.
- 2.6.2 Provided the Contractor is not in breach of clause 2.6.1, the Contractor shall not be liable under this Contract if the Works (other than the CDP Works) do not comply with the Statutory Requirements to the extent that the non-compliance results from the Contractor having carried out work in accordance with the Contract Documents or the Architect/Contract Administrator's instructions.

## **2.7 Fees or charges legally demandable**

The Contractor shall pay any fees or charges (including any rates or taxes) legally demandable under any of the Statutory Requirements. Such fees and charges shall not be reimbursable to the Contractor by the Employer unless otherwise agreed.

## **2.8 Extension of time**

If it becomes apparent that the Works will not be completed by the Date for Completion as stated in the Contract Particulars or as later fixed under this clause 2.8, the Contractor shall thereupon notify the Architect/Contract Administrator. Where that delay occurs for reasons beyond the control of the Contractor, including compliance with Architect/Contract Administrator's instructions that are not occasioned by a default of the Contractor, the Architect/Contract Administrator shall give such extension of time for completion as may be reasonable and notify the Parties accordingly. Reasons within the control of the Contractor include any default of the Contractor, of any Contractor's Person or of any of their respective suppliers of goods or materials for the Works.

## **2.9 Damages for non-completion**

- 2.9.1 If the Works are not completed by the Date for Completion as stated in the Contract Particulars or as later fixed under clause 2.8, the Employer may require the Contractor to pay or allow to the Employer liquidated damages at the rate stated in the Contract Particulars between such Date for Completion and the date of practical completion.
- 2.9.2 Subject to clause 2.9.3, the Employer may deduct the liquidated damages from any sum due to the Contractor under this Contract (provided a notice of that deduction has been given under clause 4.5.4) or recover those damages from the Contractor as a debt.
- 2.9.3 If the Employer intends to deduct any such damages from the sum stated as due in the final certificate or thereafter recover them as a debt, he shall additionally notify the Contractor of that intention not later than the date of issue of the final certificate.

## **2.10 Practical completion**

The Architect/Contract Administrator shall certify the date when in his opinion the Works have reached practical completion and the Contractor has complied sufficiently with clauses 2.1.3 and 3.9 in respect of the supply of documents and information.

## **2.11 Defects**

If any defects, shrinkages or other faults in the Works appear within the Rectification Period due to materials, goods or workmanship not in accordance with this Contract or any failure of the Contractor to comply with his obligations in respect of the CDP Works, the Architect/Contract Administrator shall not later than 14 days after the expiry of the Rectification Period notify the Contractor who shall make

good such defects, shrinkages or other faults entirely at his own cost unless the Architect/Contract Administrator with the Employer's consent instructs otherwise. If he instructs otherwise, an appropriate deduction may be made from the Contract Sum.

**2.12 Certificate of making good**

When in his opinion the Contractor's obligations under clause 2.11 have been discharged, the Architect/Contract Administrator shall forthwith issue a certificate specifying the date they were discharged.

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## Section 3 Control of the Works

### 3.1 Assignment

Neither the Employer nor the Contractor shall, without the consent of the other, assign this Contract or any rights thereunder.

### 3.2 Person-in-charge

The Contractor shall ensure that at all reasonable times he has on the site a competent person in charge. Any instructions given to that person by the Architect/Contract Administrator shall be deemed to have been issued to the Contractor.

### 3.3 Sub-contracting

3.3.1 The Contractor shall not without the Architect/Contract Administrator's consent sub-contract the whole or any part of the Works or of any design work for the Contractor's Designed Portion. In no case shall any such consent or any sub-contracting in any way affect the Contractor's obligations under any other provision of this Contract.

3.3.2 Where considered appropriate, the Contractor shall engage the sub-contractor using the JCT Minor Works Sub-Contract with sub-contractor's design or the JCT Short Form of Sub-Contract.<sup>[24]</sup> It shall be a condition of any sub-contract that:

3.3.2.1 the sub-contractor's employment under the sub-contract shall terminate immediately upon the termination (for any reason) of the Contractor's employment under this Contract;

3.3.2.2 each party to the sub-contract shall in relation to the Works and the site comply with applicable CDM Regulations;

3.3.2.3 if by a final date for payment under the sub-contract the Contractor fails to pay the sub-contractor any amount that should properly have been paid, the Contractor shall, in addition to that amount, pay simple interest on it at the Interest Rate for the period from the final date for payment until such payment is made, such payment of interest to be on and subject to terms equivalent to those of clause 4.6 of these Conditions.

### 3.4 Architect/Contract Administrator's instructions

3.4.1 The Architect/Contract Administrator may issue instructions and the Contractor shall forthwith comply with them. If instructions are given orally, they shall not have effect until the Architect/Contract Administrator confirms them in writing.

3.4.2 The Architect/Contract Administrator shall not issue an instruction affecting the design of the CDP Works without the Contractor's consent.

### 3.5 Non-compliance with instructions

If the Contractor unreasonably delays or withholds his consent to an instruction referred to in clause 3.4.2 or fails to comply within 7 days after receipt of a notice from the Architect/Contract Administrator requiring compliance with any other instruction, the Employer may employ and pay other persons to execute work of any kind that may be necessary to give effect to that instruction. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and an appropriate deduction may be made from the Contract Sum.

### 3.6 Variations

3.6.1 The Architect/Contract Administrator may without invalidating this Contract issue instructions requiring an addition to, omission from, or other change in the Works or the order or manner in which they are to be carried out (a 'variation'), including instructions

[24] The Short Form of Sub-Contract is not appropriate where the sub-contract is to include sub-contractor's design.

effecting changes in the Employer's Requirements that necessitate an alteration or modification of the design of the CDP Works.

- 3.6.2 The Architect/Contract Administrator and the Contractor shall endeavour to agree a price prior to the Contractor carrying out the instruction.
- 3.6.3 Failing agreement under clause 3.6.2, any instructions for a variation and any matters that are to be treated as a variation shall be valued by the Architect/Contract Administrator on a fair and reasonable basis using any relevant prices in the priced Contract Specification/Work Schedules/Schedule of Rates, and the valuation shall include any direct loss and/or expense incurred by the Contractor due to the regular progress of the Works being affected by compliance with the instruction.

### 3.7 Provisional Sums

The Architect/Contract Administrator shall issue instructions in regard to the expenditure of any Provisional Sums included in the Contract Documents; failing agreement on price, such instructions shall be valued on the basis set out in clause 3.6.3.

### 3.8 Exclusion from the Works

The Architect/Contract Administrator may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from the site of any person employed thereon.

### 3.9 CDM Regulations

Each Party undertakes to the other that in relation to the Works and site he will duly comply with applicable CDM Regulations. In particular but without limitation:

- 3.9.1 the Employer shall ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those regulations;
- 3.9.2 the Contractor in addition to any obligations under clause 2.1.2 shall comply with regulation 15 and, where he is the Principal Contractor, with regulations 12 to 14;<sup>[25]</sup>
- 3.9.3 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to in regulation 15(3), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time;
- 3.9.4 if the Employer appoints a replacement for the Principal Designer or Principal Contractor, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.

[25] Where the Employer is a domestic client, as defined in regulation 2, the Principal Contractor may also be responsible for carrying out certain of the client's duties under regulations 4, 6 and 8.

## Section 4 Payment

### 4.1 VAT

The Contract Sum is exclusive of VAT and in relation to any payment to the Contractor under this Contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect of it.

### 4.2 Construction Industry Scheme (CIS)

If the Employer is or at any time up to the payment of the final certificate becomes a 'contractor' for the purposes of the CIS<sup>[26]</sup>, his obligation to make any payment under this Contract is subject to the provisions of the CIS.

### 4.3 Interim payments – dates and certificates

During the period up to the due date for the final payment fixed under clause 4.8.1, the due dates for interim payments to the Contractor shall in each case be the date 7 days after the relevant Interim Valuation Date. Not later than 5 days after each due date the Architect/Contract Administrator shall issue an interim certificate for the applicable percentage, as stated in the Contract Particulars, of what he considers to be the total value at the due date of:

4.3.1 work properly executed, adjusted where relevant for any amounts ascertained or agreed under clause 3.6, 3.7 or 4.7; and

4.3.2 materials and goods reasonably and properly brought on to the site for the purpose of the Works that are adequately protected against weather and other casualties

in both cases calculated as at the Interim Valuation Date and adjusted for any fluctuations provision that is stated by the Contract Particulars to apply, less the total of sums stated as due to the Contractor in previous interim certificates, any sums paid in respect of any payment notice given by the Contractor after the issue of the latest interim certificate and, if applicable, any deduction under clause 2.11 or 3.5. The certificate shall state the sum due from the Employer and the basis on which that sum has been calculated, including the amount of each adjustment. Subject to clause 4.5.3, the final date for payment of each interim payment shall be 14 days from its due date.

### 4.4 Contractor's applications and payment notices

4.4.1 In relation to any interim payment the Contractor may not later than its Interim Valuation Date or, in the case of the final payment, may at any time prior to issue of the final certificate make an application to the Architect/Contract Administrator, stating the sum that the Contractor considers to be due to him at the relevant due date in accordance with clause 4.3 or 4.8 and the basis on which that sum has been calculated.

4.4.2 If a certificate is not issued in accordance with clause 4.3 or 4.8, then:

4.4.2.1 where the Contractor has made an application for that payment in accordance with clause 4.4.1, that application is for the purposes of these Conditions a payment notice; or

4.4.2.2 where the Contractor has not made such an application, he may at any time after the 5 day period referred to in clause 4.3 or 4.8.2 give a payment notice to the Architect/Contract Administrator, stating the sum that the Contractor considers to have become due to him under clauses 4.3 or 4.8 at the relevant due date and the basis on which that sum has been calculated.

### 4.5 Payments – amount and notices

4.5.1 Subject to any notice given by the paying Party under clause 4.5.4, the paying Party shall pay the sum stated as due in the relevant certificate on or before the final date for payment under clause 4.3 or 4.8.

[26] See the Contract Particulars (Fifth Recital and clause 4.2).

4.5.2 If that certificate is not issued in accordance with clause 4.3 or 4.8 but a Contractor's payment notice has been or is then given, the Employer shall, subject to any notice subsequently given by him under clause 4.5.4, pay the Contractor the sum stated as due in the Contractor's payment notice.

4.5.3 Where the Contractor gives a payment notice under clause 4.4.2.2, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days as the number of days after expiry of the 5 day period referred to in clause 4.4.2.2 that the Contractor's payment notice is given.

4.5.4 Where:

4.5.4.1 the Employer intends to pay less than the sum stated as due from him in a certificate or, where applicable, the Contractor's payment notice; or

4.5.4.2 if the final certificate shows a balance due to the Employer, the Contractor intends to pay less than the sum stated as due,

the Party by whom the payment is stated to be payable shall not later than 5 days before the final date for payment give the other Party notice of that intention (a 'pay less notice'), stating the sum (if any) that he considers to be due to the other Party at the date the pay less notice is given and the basis on which that sum has been calculated. Where a pay less notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated in it as due.

4.5.5 A pay less notice to be given by the Employer under clause 4.5.4 may be given on his behalf by the Architect/Contract Administrator or by any other person who the Employer notifies the Contractor as being authorised to do so.

4.5.6 In relation to the requirements for the issue of certificates and the giving of notices under section 4, it is immaterial that the amount then considered to be due may be zero.

#### **4.6 Failure to pay amount due**

4.6.1 If either Party fails to pay a sum, or any part of it, due to the other Party under these Conditions by its final date for payment, he shall, in addition to any unpaid amount that should properly have been paid, pay the other Party simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made.

4.6.2 Any such unpaid amount and any interest under clause 4.6.1 shall be recoverable as a debt. Acceptance of a payment of interest shall not in any circumstances be construed as a waiver either of the recipient's right to proper payment of the principal amount due or of the Contractor's rights to suspend performance under clause 4.7 or terminate his employment under section 6.

#### **4.7 Contractor's right of suspension**

4.7.1 If the Employer fails to pay a sum payable to the Contractor in accordance with clause 4.5 (together with any VAT properly chargeable in respect of that payment) by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer, with a copy to the Architect/Contract Administrator, of his intention to suspend performance of his obligations under this Contract and the grounds for such suspension, the Contractor, without affecting his other rights and remedies, may suspend performance of any or all of those obligations until payment is made in full.

4.7.2 Where the Contractor exercises his right of suspension under clause 4.7.1, he shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by him as a result of exercising the right.

4.7.3 Applications in respect of any such costs and expenses shall be made to the Architect/Contract Administrator and the Contractor shall with his application or on request submit such details of them as are reasonably necessary for ascertaining the amount in question. When ascertained or agreed, the amount shall be included in the next interim certificate.

#### **4.8 Final certificate and final payment**

4.8.1 Following practical completion the Contractor shall within the period stated in the Contract Particulars supply to the Architect/Contract Administrator all documentation reasonably

required for computation of the final payment. The due date for the final payment shall be 28 days after either the date of receipt of the documentation or, if later, the date specified in the certificate under clause 2.12.

4.8.2 Not later than 5 days after that due date the Architect/Contract Administrator shall issue a final certificate which shall state:

4.8.2.1 the Contract Sum, as adjusted for the amounts referred to in clause 4.3.1, any fluctuations provision that applies and any deductions made under clause 2.11 or 3.5;

4.8.2.2 the sum of amounts stated as due in interim certificates plus any amount paid in respect of any Contractor's payment notice in accordance with clause 4.5 that is not reflected in a subsequent certificate,

and (without affecting the rights of the Contractor in respect of any interim payment not paid in full by the Employer by its final date for payment) the final payment shall be the difference (if any) between the two sums, which shall be shown in the certificate as a balance due to the Contractor from the Employer or vice versa. The certificate shall state the basis on which that amount has been calculated, including the amount of each adjustment.

4.8.3 Subject to clause 4.5.3, the final date for payment of the final payment shall be 14 days from its due date.

#### 4.9 Fixed price and fluctuations provisions

Subject to clauses 3.6, 3.7 and 4.7 and any fluctuations provision that is stated by the Contract Particulars (for clauses 4.3 and 4.8) to apply, no account shall be taken in any payment to the Contractor under this Contract of any change in the cost to the Contractor of the labour, materials, plant and other resources employed in carrying out the Works.

## Section 5 Injury, Damage and Insurance

### 5.1 Contractor's liability – personal injury or death

The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due to any act or neglect of the Employer, any Employer's Person or any Statutory Undertaker.

### 5.2 Contractor's liability – loss, injury or damage to property

Subject to clauses 5.2.1 to 5.2.3, the Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal (other than loss, injury or damage to the Works and/or Site Materials) in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person. In respect of existing structures and their contents:

5.2.1 where clause 5.5 applies, the Contractor's liability and indemnity under this clause 5.2 also excludes any loss or damage to those existing structures or to any of their contents that are required to be insured under clause 5.5.1 that is caused by any of the risks or perils required or agreed to be insured against under clause 5.5;

5.2.2 the exclusion in clause 5.2.1 shall apply notwithstanding that the loss or damage is or may be due in whole or in part to the negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person;

5.2.3 where clause 5.6 applies, the Contractor's liability and indemnity under this clause 5.2 shall, in respect of loss, injury or damage to those existing structures and their contents due to the causes specified in clause 5.2, be subject to any limitations and exclusions specified in the insurance arrangements under clause 5.6 identified in the Contract Particulars.

### 5.3 Contractor's insurance of his liability

Without limiting or affecting his indemnities to the Employer under clauses 5.1 and 5.2, the Contractor shall effect and maintain (and shall cause any sub-contractor similarly to effect and maintain) insurance in respect of claims arising out of the liabilities referred to in those clauses which:

5.3.1 in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and

5.3.2 for all other claims to which clause 5.3 applies<sup>[27]</sup>, shall indemnify the Employer in like manner to the Contractor, but only to the extent that the Contractor may be liable to indemnify the Employer under the terms of this Contract and shall for any one occurrence or series of occurrences arising out of one event be in a sum not less than that stated in the Contract Particulars for clause 5.3.

### 5.4 Joint Names Insurance of the Works by Contractor<sup>[28][29]</sup>

If the Contract Particulars state that clause 5.4 applies, the Contractor shall effect and maintain with insurers approved by the Employer a Joint Names Policy for All Risks Insurance for the full

[27] It should be noted that the cover granted under Public Liability policies taken out pursuant to clause 5.3 may not be fully co-extensive with the indemnity given to the Employer in clauses 5.1 and 5.2: for example, each claim may be subject to an excess and cover may not be available in respect of loss or damage due to gradual pollution.

[28] Where the Contractor has in force an All Risks Policy which insures the Works, this Policy may be used to provide the insurance required by clause 5.4 provided the Policy recognises the Employer as a composite insured in respect of the Works.

[29] As to choice of applicable insurance provisions, see the Guidance Notes.



reinstatement value of the Works (plus the percentage, if any, stated in the Contract Particulars to cover professional fees) and shall maintain such Joint Names Policy up to and including the date of issue of the practical completion certificate or, if earlier, the date of termination of the Contractor's employment.

**5.5 Joint Names Insurance of the Works and existing structures by Employer<sup>[29]</sup>**

If the Contract Particulars state that clause 5.5 applies, the Employer shall effect and maintain:

- 5.5.1 a Joint Names Policy in respect of the existing structures together with the contents of them owned by him or for which he is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils;
- 5.5.2 a Joint Names Policy for All Risks Insurance for the full reinstatement value of the Works (plus the percentage, if any, stated in the Contract Particulars to cover professional fees)

and shall maintain such Joint Names Policies up to and including the date of issue of the practical completion certificate or, if earlier, the date of termination of the Contractor's employment.

**5.6 Insurance of the Works and existing structures by other means<sup>[29]</sup>**

If the Contract Particulars state that clause 5.6 applies, the insurance arrangements identified by those particulars shall apply and each Party shall effect and maintain the policy or policies for which he is stated to be responsible or shall ensure that such policy or policies are effected and maintained, in each case in and on the specified terms.

**5.7 Evidence of insurance**

Where a Party is required by this Contract to effect and maintain an insurance policy or cover under any of clauses 5.3, 5.4, 5.5 and 5.6, or is responsible for ensuring that it is effected and maintained, that Party shall within 7 days of a request of the other Party supply such documentary evidence as the other Party may reasonably require that the policy or cover has been effected and remains in force.

**5.8 Loss or damage – insurance claims and reinstatement**

- 5.8.1 If during the carrying out of the Works any loss or damage affecting any executed work or Site Materials is occasioned by any of the risks covered by the Works Insurance Policy or an Excepted Risk or there is any loss of or damage of any kind to any existing structure or its contents, the Contractor shall forthwith notify the Architect/Contract Administrator and the Employer.
- 5.8.2 Subject to clauses 5.8.5.1 and 5.8.6, the occurrence of such loss or damage to executed work or Site Materials shall be disregarded in calculating any amounts payable to the Contractor under this Contract.
- 5.8.3 The Contractor, for himself and his sub-contractors, shall authorise the insurers to pay to the Employer all monies from the Works Insurance Policy, and from any policies covering existing structures or their contents that are effected by the Employer.
- 5.8.4 Where loss or damage affecting executed work or Site Materials is occasioned by any risk covered by the Works Insurance Policy, the Contractor, after any inspection required by the insurers under that policy, shall and with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials, remove and dispose of any debris (collectively 'reinstatement work') and proceed with the carrying out and completion of the Works.
- 5.8.5 Where clause 5.4 applies or where clause 5.6 applies and the Contractor is responsible for effecting the Works Insurance Policy:
  - 5.8.5.1 the Employer shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work certificates issued by the Architect/Contract Administrator at the same dates as those for interim certificates under clause 4.3 but without deduction of Retention and less only the amounts referred to in clause 5.8.5.2;
  - 5.8.5.2 the Employer may retain from those monies any amounts properly incurred by the Employer and notified by him to insurers in respect of professional fees up to the aggregate amount of the percentage cover for those fees or (if less) the amount paid by insurers in respect of those fees;

5.8.5.3 in respect of reinstatement work, the Contractor shall not be entitled to any payment other than amounts received under the Works Insurance Policy.

5.8.6 Where clause 5.5 applies, where clause 5.6 applies and the Employer is responsible for effecting the Works Insurance Policy or where loss or damage is caused by an Excepted Risk, reinstatement work shall be treated as a variation under clause 3.6.

## **5.9 Loss or damage to existing structures – right of termination**

If there is material loss of or damage to any existing structure, the Employer shall be under no obligation to reinstate that structure, but either Party may, if it is just and equitable, terminate the Contractor's employment under this Contract by notice given to the other within 28 days of the occurrence of that loss or damage. If such notice is given, then:

5.9.1 unless within 7 days of receiving the notice (or such longer period as may be agreed) the Party to whom it is given invokes a dispute resolution procedure of this Contract to determine whether the termination is just and equitable, it shall be deemed to be so;

5.9.2 upon the giving of that notice or, where a dispute resolution procedure is invoked within that period, upon any final upholding of the notice, the provisions of clause 6.11 (except clause 6.11.2.3) shall apply.

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## Section 6 Termination

### 6.1 Meaning of insolvency

For the purposes of these Conditions a person becomes insolvent on:

- 6.1.1 the making of an administration, bankruptcy or winding-up order against him, appointment of an administrative receiver, receiver or manager of his property, his passing of a resolution for voluntary winding-up without declaration of solvency or any other event referred to in section 113, sub-sections (2) to (5), of the Housing Grants, Construction and Regeneration Act 1996;
- 6.1.2 otherwise entering administration within the meaning of Schedule B1 to the Insolvency Act 1986;
- 6.1.3 entering into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
- 6.1.4 (in the case of a partnership) each partner being the subject of an individual arrangement or any other event or proceedings referred to in this clause 6.1.

### 6.2 Notices under section 6

- 6.2.1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.
- 6.2.2 Such termination shall take effect on receipt of the relevant notice.
- 6.2.3 Each notice referred to in this section shall be delivered by hand or sent by Recorded Signed for or Special Delivery post. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting.

### 6.3 Other rights, reinstatement

- 6.3.1 The provisions of clauses 6.4 to 6.7 are without prejudice to any other rights and remedies of the Employer. The provisions of clauses 6.8 and 6.9 and (in the case of termination under either of those clauses) the provisions of clause 6.11, are without prejudice to any other rights and remedies of the Contractor.
- 6.3.2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated if and on such terms as the Parties agree.

### 6.4 Default by Contractor

- 6.4.1 If, before practical completion of the Works, the Contractor:
  - 6.4.1.1 without reasonable cause wholly or substantially suspends the carrying out of the Works or the design of the Contractor's Designed Portion; or
  - 6.4.1.2 fails to proceed regularly and diligently with the Works or the design of the Contractor's Designed Portion; or
  - 6.4.1.3 fails to comply with clause 3.9,the Architect/Contract Administrator may give to the Contractor a notice specifying the default or defaults (a 'specified' default or defaults).
- 6.4.2 If the Contractor continues a specified default for 7 days from receipt of the notice under clause 6.4.1, the Employer may on, or within 10 days from, the expiry of that 7 day period by a further notice to the Contractor terminate the Contractor's employment under this Contract.

## **6.5 Insolvency of Contractor**

- 6.5.1 If the Contractor is insolvent, the Employer may at any time by notice to the Contractor terminate the Contractor's employment under this Contract.
- 6.5.2 As from the date the Contractor becomes insolvent, whether or not the Employer has given such notice of termination:
- 6.5.2.1 clauses 6.7.2 to 6.7.4 shall apply as if such notice had been given;
- 6.5.2.2 the Contractor's obligations under Article 1 and these Conditions to carry out and complete the Works shall be suspended; and
- 6.5.2.3 the Employer may take reasonable measures to ensure that the site, the Works and Site Materials are adequately protected and that such Site Materials are retained on site; the Contractor shall allow and shall not hinder or delay the taking of those measures.

## **6.6 Corruption and regulation 73(1)(b) of the PC Regulations**

The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment, under this or any other contract with the Employer if, in relation to this or any other such contract, the Contractor or any person employed by him or acting on his behalf shall have committed an offence under the Bribery Act 2010, or, where the Employer is a Local or Public Authority, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972, or, where this Contract is one to which regulation 73(1) of the PC Regulations applies, the circumstances set out in regulation 73(1)(b) of the PC Regulations apply.

## **6.7 Consequences of termination under clauses 6.4 to 6.6**

If the Contractor's employment is terminated under clause 6.4, 6.5 or 6.6:

- 6.7.1 the Employer may employ and pay other persons to carry out and complete the Works, and he and they may enter upon and take possession of the site and the Works and (subject to obtaining any necessary third party consents) may use all temporary buildings, plant, tools, equipment and Site Materials for those purposes;
- 6.7.2 no further sum shall become due to the Contractor under this Contract other than any amount that may become due to him under clause 6.7.4 and the Employer need not pay any sum that has already become due either:
- 6.7.2.1 insofar as the Employer has given or gives a notice under clause 4.5.4; or
- 6.7.2.2 if the Contractor, after the last date upon which such notice could have been given by the Employer in respect of that sum, has become insolvent within the meaning of clauses 6.1.1 to 6.1.3;
- 6.7.3 following the completion of the Works and the making good of defects in them (or of instructions otherwise, as referred to in clause 2.11), an account of the following shall within 3 months thereafter be set out in a certificate issued by the Architect/Contract Administrator or a statement prepared by the Employer:
- 6.7.3.1 the amount of expenses properly incurred by the Employer, including those incurred pursuant to clause 6.7.1 and, where applicable, clause 6.5.2.3, and of any direct loss and/or damage caused to the Employer and for which the Contractor is liable, whether arising as a result of the termination or otherwise;
- 6.7.3.2 the amount of payments made to the Contractor; and
- 6.7.3.3 the total amount which would have been payable for the Works in accordance with this Contract;
- 6.7.4 if the sum of the amounts stated under clauses 6.7.3.1 and 6.7.3.2 exceeds the amount stated under clause 6.7.3.3, the difference shall be a debt payable by the Contractor to the Employer or, if that sum is less, by the Employer to the Contractor.

## **6.8 Default by Employer**

- 6.8.1 If the Employer:

- 6.8.1.1 does not pay by the final date for payment the amount due to the Contractor in accordance with clause 4.5 and/or any VAT properly chargeable on that amount; or
- 6.8.1.2 interferes with or obstructs the issue of any certificate due under this Contract; or
- 6.8.1.3 fails to comply with clause 3.9,

the Contractor may give to the Employer a notice specifying the default or defaults (a 'specified' default or defaults).

- 6.8.2 If before practical completion of the Works the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for a continuous period of one month or more by reason of:

- 6.8.2.1 Architect/Contract Administrator's instructions under clause 3.6; and/or

- 6.8.2.2 any impediment, prevention or default, whether by act or omission, by the Employer, the Architect/Contract Administrator or any Employer's Person

(but in either case excluding such instructions as are referred to in clause 6.10.1.2), then, unless in either case that is caused by the negligence or default of the Contractor or any Contractor's Person, the Contractor may give to the Employer a notice specifying the event or events (a 'specified' suspension event or events).

- 6.8.3 If a specified default or a specified suspension event continues for 7 days from the receipt of notice under clause 6.8.1 or 6.8.2, the Contractor may on, or within 10 days from, the expiry of that 7 day period by a further notice to the Employer terminate the Contractor's employment under this Contract.

## **6.9 Insolvency of Employer**

- 6.9.1 If the Employer is insolvent, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract;
- 6.9.2 as from the date the Employer becomes insolvent, the Contractor's obligations under Article 1 and these Conditions to carry out and complete the Works shall be suspended.

## **6.10 Termination by either Party and regulations 73(1)(a) and 73(1)(c) of the PC Regulations**

- 6.10.1 If, before practical completion of the Works, the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for the relevant continuous period of one month or more by reason of one or more of the following events:

- 6.10.1.1 force majeure;
- 6.10.1.2 Architect/Contract Administrator's instructions under clause 3.6 issued as a result of the negligence or default of any Statutory Undertaker;
- 6.10.1.3 loss or damage to the Works occasioned by any risk covered by the Works Insurance Policy or by an Excepted Risk;
- 6.10.1.4 civil commotion or the use or threat of terrorism and/or the activities of the relevant authorities in dealing with such event or threat; or
- 6.10.1.5 the exercise by the United Kingdom Government or any Local or Public Authority of any statutory power that is not occasioned by a default of the Contractor or any Contractor's Person but which directly affects the execution of the Works,

then either Party, subject to clause 6.10.2, may upon the expiry of that relevant period of suspension give notice to the other that, unless the suspension ceases within 7 days after the date of receipt of that notice, he may terminate the Contractor's employment under this Contract. Failing such cessation within that 7 day period, he may then by further notice terminate that employment.

- 6.10.2 The Contractor shall not be entitled to give notice under clause 6.10.1 in respect of the matter referred to in clause 6.10.1.3 where the loss or damage to the Works was caused by the negligence or default of the Contractor or any Contractor's Person.

- 6.10.3 Where this Contract is one to which regulation 73(1) of the PC Regulations applies the Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this Contract where the grounds set out in regulation 73(1)(a) or 73(1)(c) of the PC Regulations apply.

**6.11 Consequences of termination under clauses 6.8 to 6.10**

If the Contractor's employment is terminated under any of clauses 6.8 to 6.10 or under clause 5.9:

- 6.11.1 no further sums shall become due to the Contractor otherwise than in accordance with this clause 6.11;
- 6.11.2 the Contractor shall as soon as reasonably practicable prepare an account. The account shall set out the amounts referred to in clauses 6.11.2.1 and 6.11.2.2 and, if applicable, clause 6.11.2.3, namely:
- 6.11.2.1 the total value of work properly executed at the date of termination of the Contractor's employment, ascertained in accordance with these Conditions as if the employment had not been terminated, together with any other amounts due to the Contractor under these Conditions;
- 6.11.2.2 the cost of materials or goods (including Site Materials) properly ordered for the Works for which the Contractor then has paid or is legally bound to pay;
- 6.11.2.3 any direct loss and/or damage caused to the Contractor by the termination;
- 6.11.3 the account shall include the amount, if any, referred to in clause 6.11.2.3 only where the Contractor's employment is terminated either:
- 6.11.3.1 under clause 6.8 or 6.9; or
- 6.11.3.2 under clause 6.10.1.3, if the loss or damage to the Works was caused by the negligence or default of the Employer or any Employer's Person;
- 6.11.4 after taking into account amounts previously paid to the Contractor under this Contract, the Employer shall pay to the Contractor the amount properly due in respect of the account within 28 days of its submission by the Contractor to the Employer, without deduction of any retention. Payment by the Employer for any such materials and goods as are referred to in clause 6.11.2.2 shall be subject to those materials and goods thereupon becoming the property of the Employer.

## Section 7 Settlement of Disputes

### 7.1 Mediation

Subject to Article 6, if a dispute or difference arises under this Contract which cannot be resolved by direct negotiations, each Party shall give serious consideration to any request by the other to refer the matter to mediation.

### 7.2 Adjudication

If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, the Scheme shall apply except that for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Contract Particulars.

### 7.3 Not applicable

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Schedules

Schedule 1      Arbitration

(Clause 7.3)

Not applicable

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## **Schedule 2      Fluctuations – Contribution, levy and tax changes**

(Clauses 4.3 and 4.8)

Not applicable

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## Schedule 3 Supplemental Provisions

(Eighth Recital)

Supplemental Provisions 1 to 6 apply unless otherwise stated in the Contract Particulars. Supplemental Provision 7 applies where the Employer is a Local or Public Authority or other body of the type mentioned in that provision; Supplemental Provision 8 applies where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

### Collaborative working

- 1 The Parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.

### Health and safety

- 2
  - 2.1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the Parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
  - 2.2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:
    - 2.2.1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;
    - 2.2.2 ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
    - 2.2.3 ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
    - 2.2.4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

### Cost savings and value improvements

- 3
  - 3.1 The Contractor is encouraged to propose changes to designs and specifications for the Works and/or to the programme for their execution that may benefit the Employer, whether in the form of a reduction in the cost of the Works or their associated life cycle costs, through practical completion at a date earlier than the date for completion or otherwise.
  - 3.2 The Contractor shall provide details of his proposed changes, identifying them as suggested under this Supplemental Provision 3, together with his assessment of the benefit he believes the Employer may obtain, expressed in financial terms, and a quotation.
  - 3.3 Where the Employer wishes to implement a change proposed by the Contractor, the Parties shall negotiate with a view to agreeing its value, the financial benefit and any adjustment to the date for completion. Upon agreement, the change and the amount of any adjustment of the Contract Sum shall be confirmed in an Architect/Contract Administrator's instruction, together with the share of the financial benefit to be paid to the Contractor and any adjustment to the date for completion.
  - 3.4 Original proposals by the Contractor under this Supplemental Provision 3 may only be instructed in accordance with it, provided always that nothing shall prevent the Employer from utilising other contractors to implement such changes after practical completion of the

Works.

#### **Sustainable development and environmental considerations**

4

- 4.1 The Contractor is encouraged to suggest economically viable amendments to the Works which, if instructed as a variation under clause 3.6.1, may result in an improvement in environmental performance in the carrying out of the Works or of the completed Works.
- 4.2 The Contractor shall provide to the Employer all information that he reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Contractor selects.

#### **Performance Indicators and monitoring**

5

- 5.1 The Employer shall monitor and assess the Contractor's performance by reference to any performance indicators stated or identified in the Contract Documents.
- 5.2 The Contractor shall provide to the Employer all information that he may reasonably require to monitor and assess the Contractor's performance against the targets for those performance indicators.
- 5.3 Where the Employer considers that a target for any of those performance indicators may not be met, he may inform the Contractor who shall submit his proposals for improving his performance against that target to the Employer.

#### **Notification and negotiation of disputes**

6

With a view to avoidance or early resolution of disputes or differences (subject to Article 6), each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives nominated in the Contract Particulars (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.

#### **Transparency**

7

Where the Employer is a Local or Public Authority or other body to whom the provisions of the Freedom of Information Act 2000 ('FOIA') apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Contract is not confidential. The Employer shall be responsible for determining in his absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Contract:

- 7.1 the Contractor hereby consents to the Employer publishing any amendments to the standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted;
- 7.2 the Employer shall promptly inform the Contractor of any request for disclosure that he receives in relation to this Contract.

#### **The Public Contracts Regulations 2015**

8

Where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations<sup>[30]</sup>:

- 8.1 where regulation 113 of the PC Regulations applies to this Contract, the Contractor shall include in any sub-contract entered into by him suitable provisions to impose the requirements of regulation 113(2)(c)(i) and (ii);
- 8.2 the Contractor shall include in any sub-contract entered into by him provisions requiring the

[30] For an explanatory summary of those provisions in the PC Regulations that are reflected in this Contract, see the Guidance Notes. Provisions relating to the PC Regulations are also set out in section 6 (Termination) of this Contract. The JCT Minor Works Sub-Contract with sub-contractor's design (MWSUB/D) and the JCT Short Form of Sub-Contract (ShortSub) meet the requirements of Supplemental Provision 8.

sub-contractor:

- 8.2.1 to supply and notify to the Contractor the information required (as applicable) under regulations 71(3), 71(4) and 71(5) of the PC Regulations; and
- 8.2.2 to include in any sub-subcontract he in turn enters into provisions to the same effect as required under paragraph 8.2.1 of Supplemental Provision 8;

8.3

- 8.3.1 the Contractor shall include in any sub-contract entered into by him provisions that shall entitle him to terminate the sub-contractor's employment where there are grounds for excluding the sub-contractor under regulation 57;
- 8.3.2 in the event the Employer requires the Contractor to terminate a sub-contractor's employment pursuant to regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by the Employer under regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-contractor.

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## Guidance Notes

### Use of Minor Works Building Contract with contractor's design

- 1 The Contract should only be used where the employer has engaged an architect or other professionally qualified person to advise on and administer its terms.
- 2 The criteria for determining the suitability of the Contract are set out on the inside of the front cover.
- 3 For Works which do not fulfil these criteria, reference should be made to [www.jcttd.co.uk](http://www.jcttd.co.uk) for guidance as to the appropriate contract.
- 4 The Contract makes provision for a Contractor's Designed Portion which may comprise of one or more discrete parts. However, the Contract is not drafted as a design and build contract and should not be used where that form of contractual arrangement is required.
- 5 The Contract is predicated upon a lump sum offer being obtained, based on drawings and/or a specification and/or work schedules, but without detailed measurements. Those documents should therefore be in a form sufficient to enable the Contractor accurately to identify the work to be done without the need for the Employer to provide bills of quantities. In those cases where there is a relevant BIM protocol, it is assumed that it will be included in the Employer's Requirements.
- 6 The Contract is not suitable for use where the Works are of a complex nature.
- 7 The payment provisions in the Contract comply with the requirements of the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 ('the Construction Act'). In addition to the statutory requirements regarding payment procedures, the Construction Act provides a statutory right for either Party to refer disputes or differences to adjudication.
- 8 However, not all building contracts are subject to the Construction Act; for example, a contract with a residential occupier within the meaning of section 106 of the Act is excluded and therefore it does not need to contain adjudication provisions, but, unless amendments are made, a residential occupier in entering into a Minor Works Building Contract will be accepting adjudication as a means of resolving disputes.
- 9 For some projects where it is intended to use the Contract, the Employer may wish to control the selection of sub-contractors for specialist work. This may be done by naming a person or company in the tender documents or in instructions on the expenditure of a Provisional Sum. There are, however, no provisions in the Contract to deal with the consequences of such naming and control of specialist work may be better achieved by the Employer entering into a direct contract with his chosen specialist.

### Outline of the Contract

#### Architect/Contract Administrator

- 10 This is the professional whom the Employer has appointed to advise on and administer the Contract. If the appointee is not an architect, he is taken to be referred to in the Contract as the 'Contract Administrator', but, irrespective of the Architect/Contract Administrator's profession, their duties under the Contract are the same.

#### Role of the Architect/Contract Administrator

- 11 The Architect/Contract Administrator is paid by the Employer, advises the Employer on all matters in connection with the building work and administers the Contract on behalf of the Employer with a view to securing completion of the work in an efficient and economical manner. However, in relation to decisions in that administrative role that require professional skill and judgment, he should act fairly and independently as between the Employer and the Contractor, in particular when:
  - issuing payment certificates;

- valuing any variations or any work instructed in respect of Provisional Sums (see "Terms used") included in the Contract Documents;
- giving any extension to the time stated in the Contract Particulars for the completion of the building work;
- certifying the date of practical completion (see "Terms used") and the date when in his opinion all defects which appear during the Rectification Period (see "Terms used") have been made good.

#### **Instructions**

- 12 Under the Contract only the Architect/Contract Administrator can issue instructions to the Contractor; although the Employer is paying for the building work, he is not entitled to give any instructions direct to the Contractor in connection with it. If the Employer wishes to make any change to the work or the manner in which it is being carried out, he must ask the Architect/Contract Administrator to give the necessary instructions to the Contractor. The Architect/Contract Administrator has wide powers to issue instructions but instructions affecting the design of the Contractor's Designed Portion can only be issued with the consent of the Contractor. The Contractor must act reasonably and cannot delay or withhold his consent unless it is reasonable to do so.

#### **Contractor's Designed Portion**

- 13 The First Recital requires a brief description of the Works as a whole; the Second Recital provides for the identification of the part or parts of the Works that are to comprise the Contractor's Designed Portion. The Third Recital refers to the Employer's Requirements, the document supplied by the Employer to the Contractor that sets out the Employer's requirements for the design of work by the Contractor. The Contractor is required to complete the design of the Contractor's Designed Portion and to comply with any Architect/Contract Administrator's directions with regard to its integration into the Works but the Contractor is not responsible for the contents of the Employer's Requirements or for verifying the adequacy of any design included in them.

#### **Price**

- 14 This is the lump sum stated in the Contract, plus any VAT properly chargeable on the building work. The precise sum may be increased or decreased depending on any changes to the work or the order or period in which it is carried out, the value of work instructed by the Architect/Contract Administrator in respect of any Provisional Sums included in the Contract Documents and, where applicable, any increase or decrease in contributions, levies and taxes for which the Contractor is liable.

#### **Time-scale for the work**

- 15 If it becomes apparent that the work cannot be finished within the original time stated in the Contract Particulars the Contractor is required to notify the Architect/Contract Administrator straightaway. If the delay arises for reasons beyond the control of the Contractor, the Architect/Contract Administrator is then required to give such extension of time as is reasonable.

If the work is not finished by the Date for Completion (see "Terms used") after taking into account any extensions of time, the Employer can recover liquidated damages (see "Terms used") from the Contractor.

#### **Payment**

- 16 In the 2016 edition there are revisions to and simplification of the section 4 payment provisions including the establishment of Interim Valuation Dates that are also to apply at JCT sub-contract and sub-subcontract levels.

The revisions include modifications to the interim payment due date provisions of clause 4.3. Under the revised provisions of clause 4.3, during the period up to the due date for the final payment, the due dates for interim payments are in each case the date 7 days after the relevant Interim Valuation Date. There are new entries in the Contract Particulars (for clause 4.3) which require the first Interim Valuation Date and the intervals that will apply for subsequent Interim Valuation Dates to be specified. The first Interim Valuation Date should not be more than one month after the Works commencement date and the intervals between Interim Valuation Dates should not be more than one month. If these entries are not completed, the relevant default provisions set out in the Contract Particulars for clause 4.3 apply.

Interim payments are to be made against interim certificates issued by the Architect/Contract Administrator up to the date for issue of the final certificate when the final balance becomes due. The Construction Act requires interim and final certificates to be issued not later than 5 days after their due



date and clauses 4.3 and 4.8 comply with these requirements. The final date for payment of each certificate, together with any VAT chargeable to the Employer, is 14 days from the due date for payment.

Unless a percentage for payment other than 95 per cent is inserted in the Contract Particulars for clause 4.3, interim certificates for the period up to practical completion will reflect the Employer's entitlement to retain 5 per cent. For the period between practical completion and the final certificate, the Contract envisages that the percentage retained will be halved.

The interim payment due date provisions referred to above are followed at clause 4.4 by a general provision governing Contractor's payment applications (and, in default of a payment certificate, their role as a payment notice) which apply with respect to the final payment as well as to interim payments.

There is some consolidation of the provisions dealing with the notice requirements of the Construction Act. The provisions regarding payment and pay less notices, amounts to be paid and default interest are set out in clauses 4.5 and 4.6 and as the text of each indicates, these clauses apply with respect to the final payment as well as to interim payments.

Clause 4.8 still covers the final certificate and final payment, but some of its former content has been included in clause 4.5 (Payments – amount and notices) as part of the consolidation exercise referred to above.

If the Employer fails to pay an amount due to the Contractor by the final date for its payment, interest at a rate of 5% per annum over the official bank rate of the Bank of England is payable by the Employer for the period until payment is made.

If the Employer gives a pay less notice and pays the lesser amount specified in the pay less notice, the Contractor's right under the Construction Act to suspend for non-payment does not arise. However, the JCT provision for interest is intended to preserve the Contractor's right to interest on the additional amount that he should have been paid, insofar as there was no sustainable basis for a withholding by the Employer and regardless of any pay less notice that the latter has given.

#### **Suspension**

- 17 If the Employer does not give a pay less notice and does not pay the amount due to the Contractor by the final date for its payment, or, having given a pay less notice, then fails to pay the amount specified in it, the Contractor, after giving a 7 day notice, has the right to suspend performance of some or all of his obligations under the Contract until payment of the appropriate amount is made. The Contractor also has a statutory right to recover reasonable costs and expenses that he incurs as a result of that suspension.

#### **Termination**

- 18 Either Party may end the Contractor's employment if the other Party is in breach of certain obligations (in the case of the Contractor those mentioned in clauses 6.4 and 6.6; in the case of the Employer those in clause 6.8) or becomes insolvent. There is also a right under clause 6.10 for either Party to terminate in the case of prolonged suspension resulting from certain neutral causes.

#### **Dealing with disputes**

- 19 Either Party may at any time refer any dispute to adjudication for a 'fast track' decision; the adjudicator's decision is binding unless and until the dispute is decided by an arbitrator or the court. Residential occupiers wishing to use the Contract should also refer to paragraph 8 above. The Contract Particulars enable the Parties to nominate an individual adjudicator in advance, should they wish. However, an individual should not be named in the Contract without his prior agreement. It has also to be recognised that those of sufficient standing to merit nomination are generally busy people and that when a dispute arises they may not be available.

The Parties may also agree to mediate a dispute.

For final dispute resolution in cases where either or both Parties are dissatisfied with the results of adjudication or mediation (or neither Party wished to have the dispute adjudicated), the choice is between court litigation and arbitration. Since 2005 litigation has been the default option under JCT contracts. If arbitration is the agreed choice, it should be selected through the appropriate entry in the Contract Particulars.

The JCT 2016 edition of the [Construction Industry Model Arbitration Rules](#) (CIMAR), which includes the JCT Supplementary and Advisory Procedures, will govern any arbitration that is commenced. It is

recommended that anyone considering instituting arbitration proceedings should obtain a copy of the rules and, as with litigation, should take competent professional advice before taking steps to institute proceedings.

In making the choice between arbitration and litigation, in addition to the adjudication option, one should consider a range of other factors. Arbitration provides the ability to choose an arbitrator from any relevant profession, greater freedom of choice procedurally and confidentiality, whereas in litigation there is the wider power of the court. In the case of contracts where claims either way are likely to be small, it may be considered desirable to keep open the potentially cheaper route of using the County Court small claims track; any agreement to arbitrate, unless suitably qualified, would normally operate as a bar to using that route if the other Party did not agree.

#### **Rights and remedies generally**

- 20 Statutory and common law rights are not restricted by the terms of the Contract. The limitation period for a contract that is simply signed by the Parties is 6 years from the date of the breach or, where it is executed as a deed, 12 years. The limitation period should not be confused with the Rectification Period, which is provided to facilitate the remedying of the Contractor's defective work by allowing him to return to site to make good.

#### **Supplemental Provisions**

- 21 Schedule 3 includes six optional Supplemental Provisions which build upon the traditional JCT approach and reflect principles adopted by the Office of Government Commerce in the Achieving Excellence in Construction initiatives. They are for use where appropriate; the extent of such use may depend upon factors such as the scope of the project, the participants and the type of relationship that the Parties wish to have. The choice as to which provisions apply is made in the Contract Particulars. If no choice is made in relation to a provision, it will apply, since the provisions are generally intended to be disappplied only where there is a Framework Agreement or other contract documentation that covers the same ground.

Schedule 3 also contains new Supplemental Provisions 7 and 8. Supplemental Provision 7 contains provisions relevant to the Freedom of Information Act 2000 ('FOIA') and will only apply in the event that the Employer is a Local or Public Authority or other body to whom the FOIA applies. Supplemental Provision 8, and section 6 (Termination), contain provisions relevant to the Public Contracts Regulations 2015 ('the PC Regulations') which will only be applicable where the Employer is a Local or Public Authority and the Contract is subject to the PC Regulations. For some background information on the PC Regulations and a summary of those provisions in the PC Regulations that are reflected in Supplemental Provision 8 and section 6 (Termination), please go to [www.jctltd.co.uk](http://www.jctltd.co.uk).

#### **Terms used**

- 22 As part of his duties to the Employer, the Architect/Contract Administrator should be prepared to explain the general meanings of the various terms used in the Contract. For example:

##### **Base Date**

- 23 The Base Date is stated in the Contract Particulars. The date often selected is 7 days or thereabouts before the date for submission of tenders so as to avoid any need for tenderers to deal with last minute changes. In the Minor Works Building Contract, however, Base Date plays a comparatively minor role, acting as the date of record for the Employer's status under the CIS scheme and for determining what fluctuations are payable.

##### **CDM Regulations**

- 24 Regulations made under Act of Parliament to improve health and safety standards on construction sites. For guidance on the CDM Regulations 2015, please go to [www.jctltd.co.uk](http://www.jctltd.co.uk).

##### **Principal Designer and Principal Contractor**

- 25 The respective persons named in the Agreement or subsequently appointed as such, as required by the CDM Regulations. With a view to minimising health and safety risks, the Regulations require the Employer to appoint a Principal Designer to control the pre-construction phase where there is more than one contractor, or it is reasonably foreseeable that more than one contractor will be working on the project at any time. One of the contractors must also be appointed as Principal Contractor in those circumstances. (For these purposes the term 'contractor' includes sub-contractors.)



**Health and safety file**

- 26 A manual which the Principal Designer prepares with assistance from the Principal Contractor, containing health and safety information necessary for anyone undertaking work on the site post-completion of the Works, which he passes on to the Principal Contractor if his appointment terminates before the end of the project and is to be delivered to the Employer on completion.

**Date for Completion**

- 27 The date by which the Contractor is required to finish the work, as stated in the Contract Particulars or subsequently extended by the Architect/Contract Administrator.

**Date of practical completion**

- 28 The date when, in the Architect/Contract Administrator's opinion, the Contractor has to all practical intents and purposes completed the Works.

**Rectification Period**

- 29 Unless otherwise agreed, the Rectification Period is 3 months from the date of practical completion. The Contractor is required to put right any defects in the work which appear during the Rectification Period before he is entitled to be paid the final balance of the Contract price. The Architect/Contract Administrator is required to notify the Contractor of any such defects not later than 14 days after the expiry of the Rectification Period.

**Insurance in Joint Names**

- 30 The works and existing structures insurance provisions have in this 2016 edition been made more flexible through a widening of clause 5.6 and consequential amendments to the clause 5.2 provisions relating to Contractor's liability for loss, injury or damage to property.

Clause 5.4 remains intended for use where there are no existing structures and the contractor is to arrange a Joint Names, All Risks policy, under which each Party is covered as a 'composite insured'. This may take the form of a specific project policy or through equivalent coverage under the Contractor's annual CAR policy.

Clause 5.5 is for use where there are existing structures and the Employer is able to cover the works on a Joint Names, All Risks basis and, in addition to his own cover for existing structures, is able to extend at least Specified Perils cover to the Contractor in respect of the existing structures.

However, existing structures cover for the Contractor is not always readily available to Employers at reasonable cost, in particular where the Employer is a domestic homeowner or where he is only a tenant and structures cover is effected by the freeholder or an intermediate lessor and clause 5.6 is designed for cases in these latter categories.

The freeholder Employer may cover the Works in Joint Names and continue with his own cover under his household or existing structures policy, with the Contractor covering his liability for any damage to existing structures under the Public Liability cover required under clause 5.3.2 or an appropriate extension of it. Alternatively, the Contractor's insurers may be prepared to cover both the Works and those structures under the Works policy.

In the case of tenant Employers, it is necessary to involve the insuring landlord and in all cases, in particular those involving existing structures, it is essential that Employers and Architect/Contract Administrators, prior to the tender stage, take appropriate specialist insurance advice, consult the Employer's household or existing structures insurers and, where relevant, the landlord. They should also then liaise with the prospective Contractor and his advisers at the earliest opportunity, specify any further cover required from him and check that that is in place before work commences on site.

In the case of the Works insurance, care should also be taken in determining the full reinstatement value (including any applicable VAT) and to ensure that the policy gives appropriate cover for items such as the additional costs of materials, working and removal of debris etc. that are likely to arise from loss or damage to the Works.

**Liquidated damages**

- 31 The rate per day/week/month stated in the Contract Particulars by the Employer, to compensate him for the Contractor's failure to finish the work on time. The prudent Employer will be alert to the legal principles and rules governing the enforceability of liquidated damages provisions and will approach calculation of the rate with these in mind. It is suggested the Employer records an explanation of the

rate and why it represents (i) a genuine pre-estimate of the loss that he is likely to suffer or (ii) a reasonable and proportionate protection of his legitimate commercial interest(s) in timely completion, which he can use to respond to any challenge. It is for the Employer to decide whether to deduct any liquidated damages that he might be entitled to from any amount certified as due to the Contractor; such deduction is not taken into account by the Architect/Contract Administrator in the calculation of any certificate and the appropriate notice must be given by the Employer under clauses 2.9 and 4.5.4.

#### **Provisional Sum**

- 32 A sum included for work which the Employer may or may not decide to have carried out, or which cannot be accurately specified in the original contract documents. For instance, where the Employer is undecided whether all, some or none of the outside of the premises will need to be re-decorated, the pricing documents may say "Allow £X for complete external redecoration of the premises." If the Employer then decides any redecoration is necessary, the specification required is instructed by the Architect/Contract Administrator and the price to be paid is either agreed between the Architect/Contract Administrator and the Contractor or valued by the Architect/Contract Administrator.

#### **Variation**

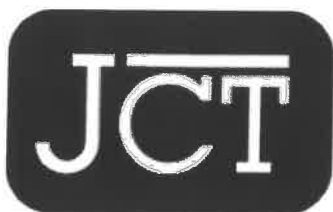
- 33 A change to the work that the Architect/Contract Administrator instructs on behalf of the Employer. The variation may be an addition to or an omission from the work as originally specified or to the order or manner in which it is to be carried out.

#### **MWD User Checklist**

A checklist of the key information that will help you to complete the Agreement may be downloaded from the [JCT website](#).

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Care has been taken in preparing these Guidance Notes but they should not be treated as a definitive legal interpretation or commentary. Users are reminded that the effect in law of the provisions of the Minor Works Building Contract with contractor's design 2016 Edition is, in the event of a dispute as to that effect, a matter for decision in adjudication, arbitration or litigation.



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## 2 Builders Schedule of Works

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No.	Item	Quant	Rate	Cost (£)
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## 2.0 SCHEDULE OF WORKS

### *Alteration Works to Clevedon Village Hall, 25 Old Street, Clevedon BS21 6ND*

#### 1.00 GENERAL REQUIREMENTS

- |      |  |  |  |  |
|------|--|--|--|--|
| 1.10 | The schedule of works is to be read conjunction with all sections of the tender documentation when pricing the works and descriptions, including all listed architectural drawings and information.  |  |  |  |
| 1.20 | The architectural tender drawing package is referenced as follows:<br>192492-01 - Existing layout<br>192492-02 - Proposed layout<br>192492-03 - Proposed- Lighting layout<br>192492-04 - Proposed - Electrical layout  |  |  |  |
| 1.30 | When pricing the tender package, the tender drawings as prepared for the architectural package will take precedent and the contractor will make all associated allowances for all items described thereon. The contractor is to report any and all conflicts and discrepancies between the drawings, specification and schedule of work to the architect and contract administrator as soon as possible after these are identified during the tender period, contract period and construction stages.        |  |  |  |
| 1.40 | The CDM Regulations will apply to all design, the preconstruction planning period and the construction phase of the project. The principal contractor is to prepare and maintain the construction phase plan which is to be submitted to the principal designer for review, a minimum of one week prior to commencement.   |  |  |  |
| 1.50 | All works are to be carried out to the relevant manufacturers, supplier's recommendations, written instructions and technical literature and follow all British Standards and must also comply with all current Planning and Building Regulation requirements, here necessary and advised by the architect and contract administrator.   |  |  |  |
| 1.60 | Any discrepancies between the British Standards, Building Regulations and the tender documentation which could cause conflicts or non-compliance should be drawn to the attention of the architect and contract administrator.   |  |  |  |
| 1.70 | The principal contractor and all associated sub-contractors are to provide appropriate safe means of access, scaffolding, edge protection and MEWPS which are required to safeguard all high level, strip out and demolition works which are necessary and required. The Principal Contractor is to apply for all associated licences from the Local Authority, where scaffolding or other external access equipment is required to be positioned on the public footpaths and highways adjacent to the site. |  |  |  |
| 1.80 | The Principal Contractor is to provide all skips for the appropriate disposal of all waste materials which arise from the execution of the works and to keep the site in a clean and tidy manner. All debris are to be disposed of in strict accordance with the current Waste Disposal Regulations.   |  |  |  |
| 1.90 | All hazardous materials must be appropriately stored in accordance with current Health & Safety Regulations, requirements and relevant codes of practice. It is the Principal Contractor's responsibility to ensure that any/all hazardous materials are stored in a safe manner.  |  |  |  |
| 1.10 | The Principal Contractor needs to allow for all associated and necessary site signage, protection, barriers and all other health and safety equipment and devices in order to provide for the safe execution of the works.   |  |  |  |
| 1.11 | The prices submitted and entered against the scheduled items herein are to include for all works necessary to complete the installations as indicated and described within the tender drawings and specification unless otherwise stated, which is to include out of hours working where required.   |  |  |  |
| 1.12 | The contractor is to allow for all site and dimensional surveys to be carried out prior to the commencement of the works. Any discrepancies between the tender drawings and the site surveys are to be reported to the architect and contract administrator as soon as possible or they arise.   |  |  |  |

No.	Item	Quant	Rate	Cost (£)
1.13	The contractor's attention is drawn to the adjoining demises and that the building will remain fully occupied and in use during the works. The contractor is to allow for all costs associated with phasing deliveries and working around the occupied adjacent areas which must not be disrupted or affected.			
1.14	The contractor will be provided with uninterrupted access to the working area which will be unoccupied during the course of the works. The contractor main point of access will be via the main entrance area with secondary access provided via a stated staircase. Appropriate security measures must be put in place in order to leave the building fully secure and prevent any unauthorised access during the course of the works at all times. It is the contractor's responsibility to assess, plan and implement an appropriate access management strategy for the access and egress to and from the site during the course of the works which must reference the building's overall evacuation procedures and policies. The contractor is to submit proposals to the architect, contract administrator and Principal Designer one week prior to commencement.			
1.15	Following completion of the works, the contractor is to undertake a professional clean to all areas affected by the works.			
1.16	The Principal Contractor is to provide all associated and necessary site cabins, storage cabins, lay down areas and welfare units as required for the safe execution of the works and to comply with all current Health & Safety Legislation and the CDM Regulations 2015.			
1.17	The use of the sites permanent fixed services will be provided by the employer, however and prior to the commencement of the works, meter readings for the electric, water and other associated services are to be undertaken jointly with the architect and the Contract Administrator.			
	<b>Sub-Section Total</b>			<b>£0.00</b>
<b>2.00</b>	<b>EXTERNAL WORKS</b>			
	<b>Front and Side elevation</b>			
	<b>Walls</b>			
	<b>Provisional Repairs to stone work</b>			
2.10	Allow to carry out any stonework repairs as follows.			
2.20	Surface erosion of stone faces of more than 2mm depth and less than 150mm in diameter to be cleaned and retained. CA to confirm areas to be left. Surface erosion greater than this to be taken back and repaired using a plastic repair compound using stone dust retained from the brush back to colour match. Allow a provisional sum of 2m2 in patches not exceeding 200mm in diameter and 5mm in depth.			
2.30	Allow to carefully rake out the fine gauge mortar between stone blocks and re-point. Allow a provisional quantity of 4linear metres.			
2.40	Allow to rake back any hairline cracks and take back to sound stonework's if loosened on edges of crack, or flakes. Allow to repair as described under (A). Allow a provisional quantity of 2linear metres.			
2.50	Allow to carefully remove existing decorative paintwork and prepare for redecoration. Paint removal to be using soft brush and abrasion techniques to remove loose and flaking paint. Allow to leave sound paintwork insitu and to feather all edges of retained paintwork. All paint will be over-painted.			
2.60	Allow to thoroughly prepare all existing stonework and redecorate with two coats of stonework paint (Keim <a href="https://www.keim.com/en-gb/mineral-products/keim-exterior-paints">https://www.keim.com/en-gb/mineral-products/keim-exterior-paints</a> or equal approved) to match existing. Allow to remove all fixtures and fittings and reinstate once the decoration is complete. Colours to be agreed and application to manufacturers instructions. NB: existing writing to be recreated exactly			
	<b>Provisional Stone window surrounds</b>			
2.70	Allow to carefully clean the stone window surrounds			
	<b>Provisional Brickwork</b>			
2.80	Allow to carefully clean the brickwork using soft brush and abrasion techniques. The purpose of cleaning is to remove the dirt and grime to the brickwork predominantly at low level and not to alter the character and worn appearance of the building.			
	<b>Provisional Brickwork re-pointing</b>			
2.90	Allow to brush off loose and flaking mortar materials and loose pointing using a steel brush and trowel. Beds are to be removed to a depth of 40mm and graduated out to meet any sound retained mortar.			
2.10	Allow to clean and dampen joints sufficiently to control suction.			
2.11	Allow to re-point with a neat flush joint with mortar comprising of cement:lime:sand (1:1:5/6). Provisional area of 20m2 in areas not exceeding .5m2. Care is to be taken not to spread lime onto the surfaces of the brick. All areas to be agreed ahead of strip out and subsequent repointing with the CA.			
2.12	Allow to finish neatly and remove residue in accordance with health and safety requirements for working with Lime.			
2.13	Allow to carefully remove the corroded bracket and make good the surfaces affected. Dispose of bracket to a suitable recycling facility.			

No.	Item	Quant	Rate	Cost (£)
	<b>Provisional Redecoration to stone work</b>			
2.14	Allow to thoroughly prepare all existing stonework and redecorate with two coats of stonework paint ( <b>Keim</b> or equal approved) to match existing. Allow to remove all fixtures and fittings and reinstate once the decoration is complete. Colours to be agreed and application to manufacturers instructions.			
	<b>Weeding and cleaning</b>			
2.15	Allow to carefully manually remove all weeds externally to the left elevation as to minimise damage any surfaces. Remove entire weed down to bottom of root to prevent re-growth. Where the root is deep allow to treat with a SBD or similar weed killer before recovering.			
	<b>Joinery</b>			
	<b>Window</b>			
2.16	Allow to carry out necessary repairs to put window into repair including any splice repairs, sanding or glazing replacement and prepare for redecoration.			
2.17	Any soft areas of timber to be reviewed with the CA and taken back to a sound surface with either a splice or shim and using plastic repair compound where necessary.			
2.18	For pricing purposes allow for 3linear metres of splice repairs to a length of 100mm. The repair using timber or a 2-part epoxy resin repair compound is to be agreed with the CA and consider the extent and depth of the splice to be replaced.			
2.19	For pricing purposes allow for replacement of parting beads. Allow for 10linear metres and all other works associated with the replacement of the parting beads.			
2.20	For pricing purposes allow for removal and replacement of 20linear metres of putties to glazed panes			
2.21	Allow to overhaul operating mechanism to each window and leave operational.			
2.22	Allow to rake out and reseal all window perimeters using a traditional mastic sealant between the wood and brickwork surrounds			
2.23	Allow to thoroughly prepare all existing timber and apply two coats of paint (Dulux Weather shield Quick Dry Undercoat or equal approved). Finish with 1 or 2 coats of top-coat paint (Dulux Weathershield Exterior Satin or equal approved). Colours to be agreed and application to manufacturers instructions.			
	<b>Entrance gate</b>			
2.24	Allow to fit accessible gate to front entrance at pavement level such as (Farnborough Wrought Iron Side Gate 1016mm width and 1830 height or equal approved). Allow for 50x50mm posts to each side of the gate way in accordance with manufacturers instructions.			
2.25	Allow to coordinate post installation with ground works. No fixings are to be made to the adjoining boundary wall but the post adjacent to the Clevedon Hall building can be fixed back to that wall.			
2.26	Allow to supply and fix Hold-back post at low level adjacent to the building elevation with a hook and eye fixing. Post and hook to be fitted as flush as possible to enable a clear opening along the passageway.			
2.27	Allow to supply and fix a chain and combination padlock to the new gate.			
	<b>Left side elevation</b>			
	<b>Replacement of front entrance door</b>			
2.28	Allow to remove the existing framed door and set aside. The glazed light above the door is to be retained.			
2.29	Allow to dispose of existing door as architectural salvage.			
2.30	Allow to install new accessible leaf and a half front doorset. Door to be solid core with vision panel at high and low level. No VP to slave leaf. Main leaf opening to be the RHS leaf as shown on the drawing. Clear opening of doorway to be 1000mm. Vision panels to be 150mm wide and 500 high. Allow to make all necessary alterations to the existing frame to enable this door to be installed as shown and provide all ironmongery required.			
2.31	Allow to install DDA Disabled Access door system (JWS Automatic Door Opener kit (EN16005-KIT 900-1 DWPS102U) or equal approved) to right hand side of door. Magnet lock to be fixed to the transom of the glazed fan light. Allow for all electrical connections required for the door operation and for an internal key switch activation to enable the door to be isolated and made safe at night. An internal emergency door release override will be required.			
2.32	Allow to supply and install head and ground shoot bolts to the slave leaf of the new door set.			
	<b>Raising level of ground level</b>			

No.	Item	Quant	Rate	Cost (£)
2.33	Allow to carefully break up by hand and remove and dispose of top 100mm layer of tarmac covering to alleyway. Allow to protect the existing external wall and boundary wall during these works, and the manhole and drainage run.			
2.34	Allow to install vertical liquid applied DPC such as Syntha Pulvin of equal approved, to the perimeter of the neighbouring property wall and the external elevation of Clevedon Hall. Ensure the product is measured and applied neatly so this is not visible or messy once the tarmac is re-laid.			
2.35	Allow set out and raise finished level of path with new cold-pack tarmac carefully tamped and levelled. Pathway to extend from pavement edge at a maximum gradient of 1:20 to a 1500mm long level section in front of the doorway and then down at 1:20 the opposite side. All gradients and dimensions to be agreed with the CA ahead of casting the tarmac.			
	<b>Canopy</b>			
2.36	Allow to install canopy such as CSW Ltd ( <a href="https://www.canopiessouthwest.co.uk">https://www.canopiessouthwest.co.uk</a> ) Simplicity 6 or equal approved. Canopy to be 1.2m depth over the passage way to a width of circa 4000mm to be spaced between the windows. All site measurements to be agreed with the CA. 4no canopy posts to be placed at each corner of the canopy, tight against the adjacent walls. Internal downpipes to the outer face to discharge at ground level. Aluminium frame colour TBC. 6mm Toughened Glass. Roof pitch to be 10degrees. Victorian upgrade pack. Height of canopy to be agreed with CA and may be at door transom height but for pricing purposes allow this to be at eaves height.			
	<b>External lighting</b>			
2.37	Allow to install emergency external lighting (Philips DECO LED I 2S/840 PSU 1P65 PIR BK) or equal approved) to side of front entrance door as per 192492 - 04 Proposed Lighting Layout.			
2.38	Allow to install external lighting (Philips DECO LED I 2S/840 PSU 1P65 PIR BK ELB3) or equal approved) to side of front entrance door as per 192492 - 04 Proposed Lighting Layout.			



No.	Item	Quant	Rate	Cost (£)
	<b>Fire escape exit</b>			
	<b>Fire escape exit</b>			
2.39	Allow to splice repair damaged bases of door frame, leave in good working order and prime any bare areas for redecoration			
2.40	Allow to replace timber threshold complete to match size and profile of existing threshold			
2.41	Allow to replace the existing panic bar with a new to include external key access. Push pad to be Exidor 297 single door push pad with box keep to frame and 302EC outside access device with a knob handle. Allow to provide 3no keys.			
2.42	Allow to thoroughly prepare all existing timber and apply two coats of undercoat paint (Dulux Weathershield Quick Dry Undercoat or equal approved). Finish with topcoat paint (Weathershield Exterior Satin or equal approved). Colours to be agreed and application to manufacturers instructions.			
	<b>Fire escape ramp</b>			
2.43	Allow to clean off lichen and other soiling from the fire escape ramp by jet-washing			
2.44	Allow to make any necessary repairs to ramp			
	<b>External lighting</b>			
2.45	Allow to install emergency external lighting (Philips DECO LED I 2S/840 PSU 1P65 PIR BK) or equal approved) to side of front entrance door as per 192492 - 04 Proposed Lighting Layout.			
2.46	Allow to install external lighting (Philips DECO LED I 2S/840 PSU 1P65 PIR BK ELB3) or equal approved) to side of front entrance door as per 192492 - 03 Proposed Lighting Layout.			
	<b>Sub-Section Total</b>			<b>£0.00</b>
<b>3.00</b>	<b>INTERNAL WORKS</b>			
	<b>Entrance lobby</b>			
	<b>Joinery</b>			
3.1	Allow to remove existing doorset and dispose			
3.2	Allow to install disabled accessible leaf and a half front doorset (Howdens Spey Plywood Fire Door custom made or equal approved). Allow to incorporate vision panels, ironmongery and bolts to slave leaf as described for the outer door.			
3.3	Allow to DDA Disabled Access door system (JWS Automatic Door Opener kit (EN16005-KIT 900-1 DWPS102U or equal approved) to left side of door			
	<b>Main hall</b>			
	<b>Removal of 3 no. of the existing stud partitions</b>			
3.4	Allow to isolate electrical supplies and make safe to enable removal of existing pods.			
3.5	Allow to dismantle and dispose of the stud partitions to be removed to include all ceilings and floor coverings and ancillary items complete.			
3.6	Allow to make good surfaces where affected by partitions			
3.7	Allow to remove the rest of the floor covering to the main hall in conjunction with these strip out works.			
	<b>Relocation of 3 no. radiators</b>			
3.8	Allow to isolate, drain down and relocate 3 no. radiators currently inside consultation rooms to right side wall as shown on drawing no. 192492-02 - Proposed layout			
3.9	Allow to reconnect radiators, dose system with fernox or similar, charge and ensure functioning on completion.			
	<b>Joinery</b>			
3.10	Allow to supply and install new s/w skirting where affected/altered/new partitions to match existing. All new skirtings should be ready to receive paint finish. Finish joint between skirting and flooring with a clear silicone mastic finish, where necessary.			
	<b>Floor covering</b>			
3.11	Allow to remove existing floor covering complete, as per drawing. Allow to maintain existing skirting. Ensure floor finish level throughout rooms to avoid trip hazard. Allow for latex levelling screed and making good existing floor as necessary.			
3.12	Allow to supply and install carpet tiles Heckmondwyke Supacord (or equal approved) as per drawing to area complete. Allow to install to manufacturers recommendations, including preparation of the sub-floor and laying of tiles. Carpets to be fully adhered with (tackifier F41 or layboard 91 or equal approved). Colour of tiles to confirmed at a later date.			
3.13	Allow to supply and install new s/w skirting where affected/altered/new partitions to match existing. All new skirtings should be ready to receive paint finish. Finish joint between skirting and flooring with a clear silicone mastic finish, where necessary.			
	<b>Electrical, lighting and data</b>			
	<b>Lighting</b>			

No.	Item	Quant	Rate	Cost (£)
3.14	Allow to replace fluorescent tube lighting with 8 no. new overhead dimmable pendant light fittings (Philips XL BA Series or equal approved) at intervals on 2 no. PIR sensors Philips EasyAir SNS200 or equal approved) and wireless wall switch (Philips UID8450/10 ZGP Switch Dim 2B or equal approved) as per attached drawing 'Proposed Lighting layout' 192492 - 04.			
3.15	Allow to install 3 no. new overhead emergency light fittings (Philips Emergency downlight EM120B or equal approved) as per attached drawing 'Proposed Lighting layout' 192492 - 04.			
	<b>Electrical</b>			
3.16	Allow to install trunking at dado level (Univolt Starline - 50mm x 170mm Skirting Trunking or equal approved) and IT cable relay as shown in 192492-05 Proposed electrical layout			
	<b>Data</b>			
3.17	Provisionally allow to install Wi-fi router to provide for whole building. Allow a provisional sum of £2500			
3.18	Provisionally allow to install new Cat 5 cables to the dado trunking along the right hand wall and to the corner of the left hand wall by the wind lobby.			
	<b>Provisional new open plan area furniture</b>			
3.19	Allow for 6no. movable screens for open plan area. Screens to be 4 panel on wheels to a height of 1500mm <a href="https://www.officefurnitureonline.co.uk/display-presentation-furniture/concertina-room-dividers/concertina-4-panel-mobile-display-room-dividers.html">https://www.officefurnitureonline.co.uk/display-presentation-furniture/concertina-room-dividers/concertina-4-panel-mobile-display-room-dividers.html</a> or equal approved.			

No.	Item	Quant	Rate	Cost (£)
	<b>Ed's room</b>			
	<b>Ceiling/sound absorption</b>			
3.20	Allow to take down existing ceiling and inner face of existing plasterboard and replace with new British Gypsum Soundbloc 15mm plasterboard with additional sound deadening quilt to the inner studs and across the ceiling. All plasterboard to be tapered edge and all joints skimmed and joints filled.			
3.21	Allow to fit plasterboard and prepare for decoration taken later			
	<b>Walls</b>			
3.22	Allow to make good to outer faces of the walls of existing partition and prepare for redecoration			
	<b>Joinery</b>			
3.23	Allow to fit 1 no. new solid, ply-faced internal door painted white internal door set (Howdens Spey Plywood solid, ply-faced internal door or equal approved). Allow for a high and low level vision panel as for the entrance doors.			
3.24	Allow to supply and install new s/w skirting where affected/altered/new partitions to match existing. All new skirtings should be ready to receive paint finish. Finish joint between skirting and flooring with a clear silicone mastic finish, where necessary.			
	<b>Floor</b>			
3.25	Allow to remove existing floor covering complete, as per drawing. Allow to maintain existing skirting. Ensure floor finish level throughout rooms to avoid trip hazard. Allow for latex levelling screed and making good existing floor as necessary.			
3.26	Allow to supply and install carpet tiles Heckmondwyke Supacord (or equal approved) as per drawing to area complete. Allow to install to manufacturers recommendations, including preparation of the sub-floor and laying of tiles. Carpets to be fully adhered with (tackier F41 or layboard 91 or equal approved). Colour of tiles to confirmed at a later date.			
3.27	Allow to supply and install new s/w skirting where affected/altered/new partitions to match existing. All new skirtings should be ready to receive paint finish. Finish joint between skirting and flooring with a clear silicone mastic finish, where necessary.			
	<b>Electrical, lighting and data</b>			
	<b>Lighting</b>			
3.28	Included in item 3.2.5.1			
	<b>Electrical</b>			
3.29	Allow to install trunking at dado level (Univolt Starline - 50mm x 170mm Skirting Trunking or equal approved) and IT cable relay as shown in 192492-05 Proposed electrical layout			
	<b>Tea-point and Private Consultation Room</b>			
	<b>Strip out</b>			
3.30	Allow to strip out the existing tea point room complete. Allow to isolate all services and drain down as required. All fittings, wall, and ceiling to be removed and including the door.			
3.31	Allow to dispose of all arisings off site.			

No.	Item	Quant	Rate	Cost (£)
	<b>Internal wall</b>			
3.32	Its anticipated that the dividing wall between the existing tea-point and toilet faculties is a non-load bearing stud partition. This area is within a single storey rear extension.			
3.33	Allow to carefully open up the wall and enable time for the CA to inspect the bearing above to ensure no loads are carried on this central wall.			
3.34	Allow to fully remove the wall and make good adjacent surfaces.			
3.35	Allow a provisional sum of £1000 for any additional structural support that may be necessary.			
	<b>Tea-point units to main hall</b>			
3.36	Allow to form new tea-point units (Howdens Greenwich range units or equal approved) to the layout shown on the drawing. Colour TBC. <b>Allow to provide proposed kitchenette layout drawing for CA and Client approval prior to ordering.</b>			
3.37	Allow to provide the following:			
3.38	1,000mm drawerline base unit with stainless steel single bowl and drainer with mixer tap (Lamona Drayton single bowl single bowl sink and tap package or equal approved);			
3.39	1,000mm drawerline base unit with end panel;			
3.40	600mm wall cupboard;			
3.41	600mm gap to house the fridge.			
3.42	Allow for plinths to the base units.			
3.43	Allow to fit worktop (Howdens laminate worktop with bull nose edge or equal approved). Exposed ends to be finished with colour laminate strips. Colour TBC.			
3.44	Allow to install under sink heater in cupboard below sink. Heater to provide adequate warm water to all toilets and tea-point along rear wall. Under sink heater to provide safe-temperature water to these areas. Allow for all builders works to supply adjacent WC facilities.			
3.45	Alternative location for the water heater could be to the WC with a supply to the kitchen.			
3.46	Allow to lay new vinyl floor covering to an area in front of the new tea point Tarkett 'Safetread Spectrum' sheet vinyl or equal approved) for a dimension of circa 2500mm wide and 600mm deep.			
3.47	Allow a PC Sum of £150 for the supply and installation of an undercounted fridge			
	<b>Walls</b>			
3.48	Allow to form new acoustic partition as shown on layout in plan provided. Exact dimension to be agreed on site. Partition to be a 150mm stud wall with 15mm Gyproc Soundboard to each side and deadening quilt fitted within the studs. All boards to be tapered edge, skimmed and filled ready for decorations.			
3.49	Allow to alter location of 1 no. radiator and provision and installation of 1 no. new radiator to match existing.			
	<b>Floor</b>			
3.50	Allow to lift and dispose of existing floor covering. Allow to prepare floor for covering.			
3.51	with coved upstand to tea-point as per drawing complete, installed as per manufacturers instructions. Colour TBC. All joints to be hold welded and taken up walls the same height as the stripped out skirting. Allow for cove formers and Quantum profile (QT600) flexible trims to floor covering sections as necessary. All junctions that cannot be hot welded are to be sealed with either a clear or a colour compatible silicon sealant. Allow for suitable threshold junctions.			
	<b>Lighting</b>			
3.52	Allow to provide new surface fixed lighting to the consultation room to be suitable for working on computers.			
	<b>Electrical</b>			
3.53	Allow to install trunking at dado level (Univolt Starline - 50mm x 170mm Skirting Trunking or equal approved) and IT cable relay as shown in 192492-05 Proposed electrical layout			
3.54	To the tea point allow for the following supplies:			
3.55	1no above counter switched spur and below counter single socket for the fridge			
3.56	2no double sockets at counter level			
3.57	1no above counter switched spur and below counter single socket for the water heater (if located here)			
3.58	3no track fitted downlighters to the adjacent roof truss to provide lighting			
3.59	1no Led strip light t underside of wall cupboard to provide task lighting.			
3.60	Lights to be separately switches with the switch located adjacent to the tea point			
	<b>Joinery</b>			
3.61	Allow to fit 1 no. new solid, ply-faced internal door painted white internal door set (Howdens Spey Plywood solid, ply-faced internal door or equal approved). Allow for a high and low level vision panel as for the entrance doors.			

No.	Item	Quant	Rate	Cost (£)
3.62	Allow to supply and install new s/w skirting where affected/alterd/new partitions to match existing. All new skirtings should be ready to receive paint finish. Finish joint between skirting and flooring with a clear silicone mastic finish, where necessary.			
	<b>Proposed accessible toilet</b>			
	<b>Sanitary ware</b>			
3.63	Allow to remove existing 1 no. toilet and cubicle and 2 no. urinals and dispose of all surplus arisings from site.			
3.64	Allow to make good surfaces where sanitary ware and partitions removed			
3.65	Allow to install disabled toilet set (Armitage Shanks S0689(AC) Doc M Standard low level left corner pack, WC with spacer box low level cistern, grab rails, hinged support rail with toilet roll holder, seat no cover with retaining buffers or equal approved). Hot water mixer tap (single tap) set at maximum temperature for safety.			
3.66	NOTE - Hot water to be provided from under sink heater in tea-point cupboard. Allow for supply pipe from this location. Allow to insulate all hot water pipework with closed-cell insulation			
	<b>Layout alterations/new doorway</b>			
3.67	Allow to install lintel to allow for new disabled accessible doorway on left side wall. Allow to prop and support at all times. Use a Catnic solid wall CN71A 1500mm standard duty or equal approved with minimum 150mm bearing each side of the new structural opening.			
3.68	Allow to create new disabled accessible doorway on left side wall 1100mm wide to allow landing frame and still provide a clear width opening of 1000mm. All sizes and setting out to be agreed with CA.			
3.69	Allow to fit 1 no. new Part M solid, ply-faced internal door painted white internal door sets for WC's (Howdens Spey Plywood solid, ply-faced internal door or equal approved).			
3.70	Allow to remove radiator where doorway to be created and re-route pipework to enable the installation of a smaller double panel radiator to one side of the doorway. Allow to re-route the pipe using runs from the adjacent rooms to avoid the new doorway. Allow for all builders works in connection with drilling through external walls and for suitable fire stopping on completion.			
3.71	Allow to block in previous existing doorway into male toilets as shown on Drawing no. 192492 - 02 'Proposed Layout'.			
3.72	Allow to supply and install new s/w skirting where damaged to match existing. Allow to supply and install new s/w skirting where affected/alterd/new partitions to match existing. All new skirtings should be ready to receive paint finish. Finish joint between skirting and flooring with a clear silicone mastic finish, where necessary.			
	<b>Plaster wall repairs</b>			
3.73	Allow to hack off defective plaster to areas behind urinals. Allow CA to inspect substrate following removal and replaster to form flush finish with retained.			
3.74	Allow to prepare walls ready for decoration.			
	<b>Floor covering</b>			
3.75	Allow to remove existing floor covering complete, as per drawing. Allow to maintain existing skirting where in reasonable condition. Ensure floor finish level throughout rooms to avoid trip hazard. Allow for latex levelling screed and making good existing floor as necessary.			
3.76	Allow to lay new vinyl floor covering (Tarkett 'Safetread Spectrum' sheet vinyl or equal approved) with coved upstand to tea-point as per drawing complete, installed as per manufacturers instructions. Colour TBC. All joints to be hold welded and taken up walls the same height as the stripped out skirting. Allow for cove formers and Quantum profile (QT600) flexible trims to floor covering sections as necessary. All junctions that cannot be hot welded are to be sealed with either a clear or a colour compatible silicon sealant. Allow for suitable threshold junctions. Include for aluminium threshold transition strips where required.			
3.77	Allow to supply and install new s/w skirting where damaged to match existing. Allow to supply and install new s/w skirting where affected/alterd/new partitions to match existing. All new skirtings should be ready to receive paint finish. Finish joint between skirting and flooring with a clear silicone mastic finish, where necessary.			
	<b>M&amp;E</b>			
	<b>Lighting</b>			
3.78	Allow to remove fluorescent tube lighting and wiring. with new overhead circular light fittings (Philips DN145B LED20S/840 PSU II WH light fitting or equal approved) at intervals on PIR sensors as per 192492 - 04 Proposed Lighting Layout.			
3.79	Allow to supply and install emergency pull chord assistance system, with pull cords internally (in compliance with Part M) and external LED and siren above the door. Isolation switch to be located internally within the cubicle.			
3.80	Provisionally allow to supply and install new through wall extract fan, operated via light switch, with timer overrun.			
	<b>Proposed Unisex toilets</b>			
	<b>Sanitary ware</b>			

No.	Item	Quant	Rate	Cost (£)
3.81	Allow to remove and dispose of 2 no. toilet cubicles and making good			
3.82	Allow to make good surfaces affected by removal of sanitary ware			
3.83	Allow to replace 1 no. sink such as Ideal Standard Concept Air Arc 40cm hand rinse basin with 1 tap hole and overflow and semi pedestal fitting (or equal approved) and 1 no. toilet such as Ideal Standard Concept Close Coupled suite Arc with aquablade technology (or equal approved). Include for soft close seat and lid.			
3.84	NOTE - Hot water mixer tap (single tap) set at maximum temperature for safety. Ideal standard/Armitage shanks specifications/data from website. Modern sinks and toilets			
3.85	Plumbing change of layout including replacing pipes with new pipe layout. Concealing pipes. Toilets to be supplied with warm water from new under sink water heater in tea-point cupboard.			
	<b>Walls</b>			
3.86	Partition wall to match layout in plan provided. As described above. Allow to finish this side of the new partition with suitable skirting and decorations to suit the washroom use.			
3.87	Allow to alter location of 1 no. radiator and provision and installation of 1 no. new radiator to match existing			
	<b>Joinery</b>			
3.88	Allow to fit 2 no. new solid, ply-faced internal door painted white internal door sets for WC's (Howdens Spey Plywood solid, ply-faced internal door or equal approved).			
3.89	Allow to alter location of 1 no. radiator and provision and installation of 1 no. new radiator (Homeline By Stelrad 600 X 600mm Type 11 Single Panel Single Convactor Radiator or equal approved) to match existing as shown on Drawing no. <b>192492-03</b>			
3.90	Allow to fit solid, ply-faced internal door (Howdens Spey Plywood solid, ply-faced internal door or equal approved) painted white.			
3.91	Allow to supply and install new s/w skirting where affected/altered/new partitions to match existing. All new skirtings should be ready to receive paint finish. Finish joint between skirting and flooring with a clear silicone mastic finish, where necessary.			
	<b>Floor covering</b>			
3.92	Allow to remove existing floor covering complete, as per drawing. Allow to maintain existing skirting where in reasonable condition. Ensure floor finish level throughout rooms to avoid trip hazard. Allow for latex levelling screed and making good existing floor as necessary.			
3.93	Allow to lay new vinyl floor covering (Tarkett 'Safetread Spectrum' sheet vinyl or equal approved) with coved upstand to tea-point as per drawing complete, installed as per manufacturers instructions. Colour TBC. All joints to be hold welded and taken up walls the same height as the stripped out skirting. Allow for cove formers and Quantum profile (QT600) flexible trims to floor covering sections as necessary. All junctions that cannot be hot welded are to be sealed with either a clear or a colour compatible silicon sealant. Allow for suitable threshold junctions. Include for aluminium threshold transition strips where required.			
3.94	Allow to supply and install new s/w skirting where damaged to match existing. Allow to supply and install new s/w skirting where affected/altered/new partitions to match existing. All new skirtings should be ready to receive paint finish. Finish joint between skirting and flooring with a clear silicone mastic finish, where necessary.			
	<b>M&amp;E</b>			
	<b>Lighting</b>			
3.95	Allow to remove fluorescent tube lighting and wiring. with new overhead circular light fittings (Philips DN145B LED20S/840 PSU II WH light fitting or equal approved) at intervals on PIR sensors as per 192492 - 04 Proposed Lighting Layout.			
3.96	Provisionally allow to supply and install new through wall extract fan, operated via light switch, with timer overrun.			

No.	Item	Quant	Rate	Cost (£)
	<b>Internal Works Generally</b>			
	<b>Redecoration of all affected areas</b>			
3.97	Allow to thoroughly prepare all existing/new woodwork/metal work (including existing timber framing to windows, new timber boxing, pipework, radiators to pipe enclosures/grills and doors (both faces) and redecorate with two gloss coats paint to match existing. Allow to remove all fixtures and fittings and reinstate once the decoration is complete.			
3.98	Allow to thoroughly prepare, applying mist coat and decorate with 2No. coats of emulsion paint (Dulux Trade Eggshell or equal approved) new and existing walls complete, to main open plan office, existing and proposed meeting rooms, staff kitchen and corridor (i.e. whole wing excluding IT equipment room). Colours to be agreed and application to manufacturers instructions.			
	<b>Upgrade of Security system to meet new layout</b>			
3.99	Allow to upgrade Security System. Works to be undertaken by Client retained Security System consultant, or final commissioning by them so that this complies with the CAB's existing maintenance contracts. Contact details will be provided on request.			
3.100	Allow to supply and install a 'dummy' CCTV camera to the front corner of the Hall above the gate along with a sign saying "CCTV recording in progress"			
	<b>Electrical and Lighting layout plan alterations</b>			
3.101	Allow to make alterations to electricals and lighting as shown on the drawings under a Contractor Design Portion. Allow to provide working drawings for approval.			
	<b>Full Refurbishment and Demolition Asbestos survey</b>			
3.102	A Full Refurbishment and Demolition Asbestos Survey is in progress and will be provided to the successful contractor upon award of contract.			
	<b>Building Regulations</b>			
3.103	A Building Regulations application will be made for this project. Allow to liaise with the appointed officer at key stages and in a timely manner, and comply with any requirements issued by them.			
	<b>Sub-Section Total</b>			<b>£0.00</b>
<b>4.00</b>	<b>Contingency</b>			
4.10	Allow a contingency sum of £10,000.00 to be expended only with the written approval of the Architect or Contract Administrator.			£10,000.00
<b>5.00</b>	<b>Works Total</b>			
5.10	Allow for scaffolding tower for completing external works (Windows, stonework and canopy)			
5.20	Allow for scaffolding tower for internal works (redcoration to ceiling and windows and lighting)			
5.30	Allow for skip hire for disposal of all waste throughout works			
				<b><u>£10,000.00</u></b>

### 3 Form of Tender

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## FORM OF TENDER

TENDER FOR: Village Hall Alteration Works

AT: Clevedon Village Hall  
25 Old Street,  
Clevedon  
BS21 6ND

TO: Olivia Sawyer  
Surveyor  
Sanderson Weatherall LLP  
30 Queen Square  
Bristol BS1 4ND

### **TO BE RETURNED**

**NO LATER THAN: Friday 31<sup>st</sup> January at 12 Noon**

I/We have read the Conditions of Contract delivered to me/us and having examined the documents referred to therein, do hereby offer to execute and complete in accordance with the Contract the whole of the works described for the sum of:

£ ..... and within .....weeks from the date of possession.

I/We agree that should errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the priced Specification submitted by me/us, the errors will be dealt with in accordance with Alternative 1 contained in JCT Tendering Practice Note 2012.

This tender is fixed price exclusive of VAT and remains open for consideration for three months from the date fixed for the submission of Tenders.

I/We undertake, in the event of your acceptance, to execute with you a form of Contract embodying the conditions set out therein and to commence work within ..... weeks of acceptance of this Tender. I/We understand that neither the lowest, nor any Tender, will necessarily be accepted.

Dated this ..... day of ..... 2020

Name of contractor .....

Address .....

.....

Signature .....

**Please provide copy of Tender Breakdown, to include completed Excel spreadsheet (Sections 1 & 2).**

## Appendices

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## Appendix 1 – Drawings

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Seq:  
1

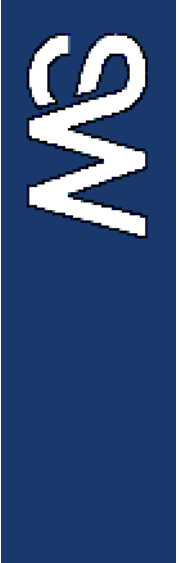
Clevedon Village Hall, 25 Old Street,  
Clevedon BS21 6ND

Please find enclosed the following drawings		Date of Issue		23/12/2019												
Distribution				Number of Copies												
Tenderers				1												
Client				1												
				1												
No.	Drawing Title			Revisions												
192492-01	Existing Layout			01												
192492-02	Proposed Layout			02												
192492-03	Proposed Electrical Layout			02												
192492-04	Proposed Lighting Layout			02												
<b>Issue Code:</b> A – Approval      C – Comment      I – Information P – Planning      B – Building Regulations. T – Tender      CI – Contract Issue      AB – As Built E – E-Mail Issue				TE												

of the following statements. All drawings are based upon site information supplied by third parties/sub contractors and as such their accuracy cannot be guaranteed. All features are approximate and subject to clarification by a detailed topographical survey, statutory service enquiries and confirmation of the legal boundaries. Check all dimensions on site. Drawings printed on mediums such as paper are not to be relied upon for scaling purposes as dimensional inaccuracy occur resulting from changes in environmental conditions. Use figured dimensions in all cases. All dimensions to be in metric standards unless stated otherwise.

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Revision : A      Drawn : OS      Date : 14/11/19



Client :  
Cleveland Town Council  
Address :  
Cleveland Village Hall, 25 Old Street, Cleveland BS21 6ND

Drawing :

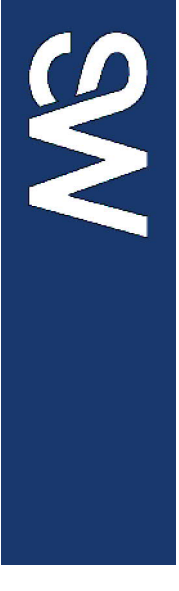
Existing layout

Job Ref :	Dwg No :	Revision :
192492	192492-01	
Drawn : OS	Checked : MS	Scale : @A3
Status : TENDER		

of the following statements. All drawings are based upon site information supplied by third parties/sub contractors and as such their accuracy cannot be guaranteed. All features are approximate and subject to clarification by a detailed topographical survey, statutory service enquiries and confirmation of the legal boundaries. Check all dimensions on site. Drawings printed on mediums such as paper are not to be relied upon for scaling purposes as dimensional inaccuracy occur resulting from changes in environmental conditions. Use figured dimensions in all cases. All dimensions to be in metric standards unless stated otherwise.

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Revision : A	Drawn : OS	Date : 14/11/19
Revision : B	Drawn : OS	Date : 20/12/19



Client :

Clevedon Town Council

Address :

Clevedon Village Hall, 25 Old Street, Clevedon BS21 6ND

Drawing :

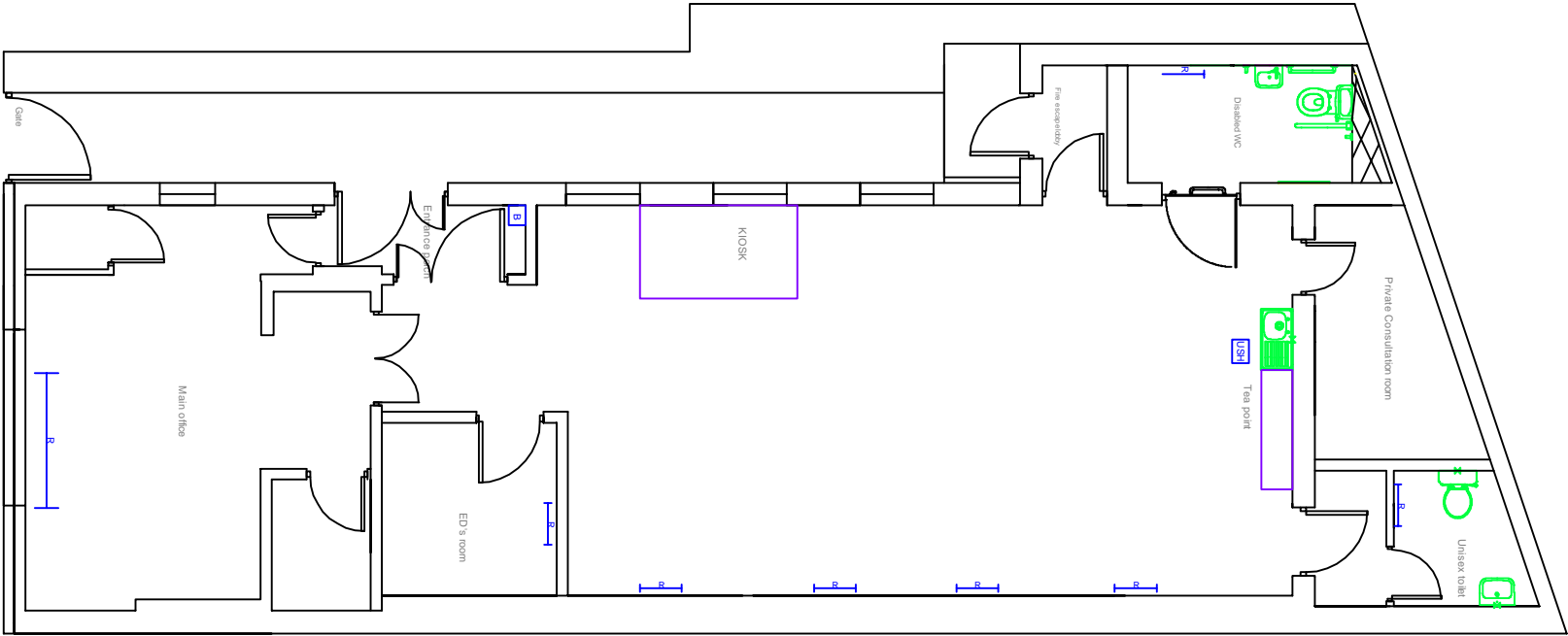
Proposed layout

Job Ref :	Dwg No :	Revision :
192492	192492-02	B

Drawn :	Checked :	Scale : @A3
OS	MS	

Status :

TENDER



of the following statements. All drawings are based upon site information supplied by third parties/sub contractors and as such their accuracy cannot be guaranteed. All features are approximate and subject to clarification by a detailed topographical survey, statutory service enquiries and confirmation of the legal boundaries. Check all dimensions on site. Drawings printed on mediums such as paper are not to be relied upon for scaling purposes as dimensional inaccuracy occur resulting from changes in environmental conditions. Use figured dimensions in all cases. All dimensions to be in metric standards unless stated otherwise.

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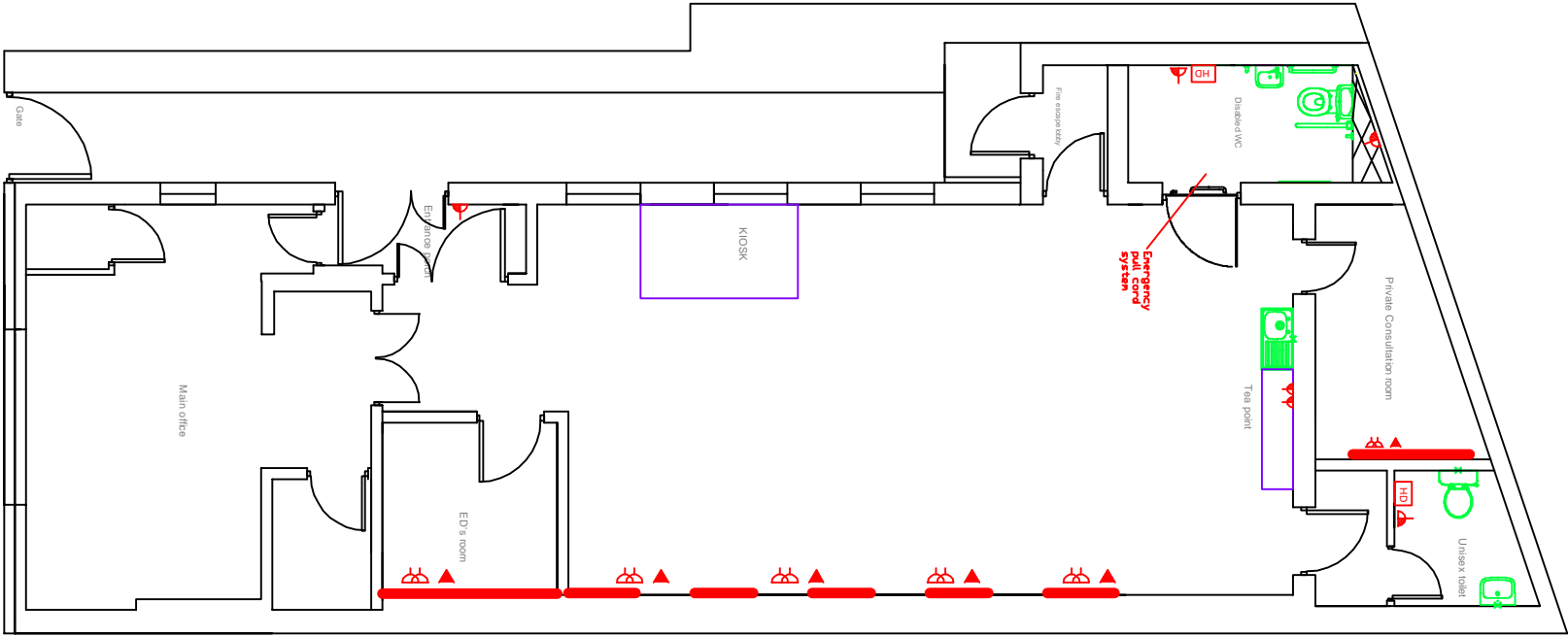
Revision : A	Drawn : OS	Date : 02/12/19
Revision : B	Drawn : OS	Date : 20/12/19



Client :  
Clevedon Town Council  
Address :  
Clevedon Village Hall, 25 Old Street, Clevedon BS21 6ND  
Drawing :

Proposed electrical layout

Job Ref : 192492	Dwg No : 192492-03	Revision : B
Drawn : OS	Checked : MS	Scale : @A3
Status : TENDER		

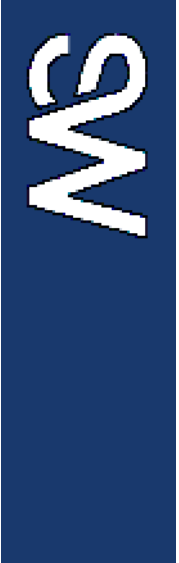


- = Trunking
- = Double socket
- = Fuse spur
- = Telephone point
- = Undersink heater
- = Hand dryer

of the following statements. All drawings are based upon site information supplied by third parties/sub contractors and as such their accuracy cannot be guaranteed. All features are approximate and subject to clarification by a detailed topographical survey, statutory service enquiries and confirmation of the legal boundaries. Check all dimensions on site. Drawings printed on mediums such as paper are not to be relied upon for scaling purposes as dimensional inaccuracy occur resulting from changes in environmental conditions. Use figured dimensions in all cases. All dimensions to be in metric standards unless stated otherwise.

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Revision : A	Drawn : OS	Date : 02/12/19
Revision : B	Drawn : OS	Date : 20/12/19



Client :  
Cleveland Town Council  
Address :  
Cleveland Village Hall, 25 Old Street, Cleveland BS21 6ND

Drawing :

Proposed Lighting layout

Job Ref :	Dwg No :	Revision :
192492	192492-04	B
Drawn : OS	Checked : MS	Scale : @A3
Status : TENDER		



## Appendix 2 – Pre-Construction Information Pack

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## Alteration Works

CDM Pre-Construction Information

December 2019

Clevedon Village Hall, 25 Old Street, Clevedon  
BS21 6ND



Sanderson  
Weatherall



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# 1 Project Details

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Project Name: Alteration works  
Address: Clevedon Village Hall, 25 Old Street, Clevedon BS21 6ND

**Client:** The Trustees for Clevedon Town Hall

Address: Clevedon Town Council, 44 Old Street, Clevedon BS21 6BU  
Contact: Sue Howard  
Telephone: 01275 877815  
E-Mail: [sue@clevedon.gov.uk](mailto:sue@clevedon.gov.uk)

**Contract Administrator:** Sanderson Weatherall LLP

Address: 30 Queen Square, Bristol. BS1 4ND  
Contact: Olivia Sawyer  
Telephone: 0117 338 1807  
E-Mail: [olivia.sawyer@sw.co.uk](mailto:olivia.sawyer@sw.co.uk)

**Principal Designer:** Sanderson Weatherall LLP

Address: 30 Queen Square, Bristol. BS1 4ND  
Contact: Jo Williams  
Telephone: 0117 338 1800  
E-Mail: [jo.williams@sw.co.uk](mailto:jo.williams@sw.co.uk)

**Local Authority:** Clevedon Council

Address: Town Hall, Walliscote Grove Road, Weston-super-Mare, BS23 1UJ  
Contact: -  
Telephone: 01934 888 888  
E-Mail: -

**HSE Office:**

Address: 2 Rivergate, Bristol, BS1 6EW  
Telephone: 0300 003 1747  
Email: -

## 2 Project Description

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### 2.1 Description of the Works/Project

The works are being performed to refurbish the premise as follows:

Externally:

- Works to the front elevation;
- Repair and redecoration works to the left side elevation;
- Raising the level of the path alongside the left elevation;
- Alteration works to the front entrance on the left side elevation;
- Repair works to the fire escape exit;
- Construction of a canopy over the front entrance door

Internally:

- Alteration works to the entrance lobby;
- Removal of 3 no. of the consultation room partitions and associated equipment in main hall to create an open consultation space/training area;
- Conversion of 1 no. existing partition to remain into a private consultation space;
- Alteration of the electrical design, lighting and addition of Wi-fi to provide to building;
- Replacement of tea-point and addition of new under sink heater to provide to tea-point and toilets;
- Alterations to existing male toilets into a disabled accessible toilet;
- Alterations to existing female toilets into 1 no. unisex toilet and a consultation room;

### 2.2 Time Scales and Duration of Contract

Commencement Date	30 <sup>th</sup> March 2020
Any sectional completion/partial possession dates	No
Practical completion of works	8 <sup>th</sup> May 2020
Maximum time between appointment of Principal Contractor and commence work on site.	4 weeks

### **2.3 Workplace (Health and Safety and Welfare Regulations 1992)**

The premises will be used as a work place and therefore the Workplace (Health, Safety and Welfare) Regulations 1992 apply, which relate to the design of and materials used. It is expected that the Principal Contractor will include arrangements for complying with the above within their Construction Phase Plan and follow up on those arrangements by monitoring any design work for compliance with the end use of the facilities to be provided during the works and the construction of the extension.

## 3 The Existing Environment

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### 3.1 Site

The site is located at 25 Old Street in central Clevedon. The site is accessed on Old Street.



### **3.2 Ground Condition**

We have not performed any surveys or assessments to determine the presence of the ground conditions or contaminants contained upon the site, arising naturally, migrating from other sites or due to the site's previous use.

### **3.3 Surrounding Land Uses and Associated Considerations**

The site is located on a busy central street in Clevedon. None of the surrounding properties are considered to impart any significant 'out of the ordinary' risks to the construction site or vice versa.

### **3.4 Existing Structures**

The existing structures comprise a single-storey Victorian brick building.

The front entrance is located on the left-side elevation. A fire escape exit with ramp exists to the rear of the left-side elevation. Pedestrian access into the premises is achieved via the main entrance door to the left-side elevation which leads into an entrance lobby, leading into the main hall.

Internally, the accommodation to the ground floor level currently contains the entrance lobby, main hall, an office, four partitioned meeting rooms, a tea-point, female WC, and a fire escape lobby and male WC.

### **3.5 Existing Services**

The site is served by mains services, including electricity and water although the exact identification of all service runs should be confirmed prior to work commencing on site.

Services, to include fire alarm provision to the property is unknown and is to be reviewed prior to commencing works.

### **3.6 Existing Traffic Systems and Pedestrian Ways**

The road that provides access to the site shall remain open to the public throughout the contract period.

The contractor must keep the site clear at all times and arrangements should be made with the employer in respect of positioning and siting skips and access provisions for the removal of skips and the like. This should be undertaken with as little inconvenience to the users of the premises and adjacent buildings.



### **3.7 Occupancy**

During the contract period, the tenant of the property will vacate the premises and the property will be un-occupied. However, the adjacent premises and the surrounding buildings are currently in occupation and will remain so throughout the contract period.

The principal contractor should therefore be considerate to those occupants in terms of excessive noise and vibration during the contract programme.

The Principal Contractor should also give specific consideration to protecting the existing services to ensure the staff and the adjacent businesses can operate as usual without any interference or disruption to their service.

The contractors will be expected to make suitable arrangements to minimise disruption to adjacent properties and businesses at all times.

The Principal Contractor should also give specific consideration to protection of the site from unauthorised visitors during both working and non-working hours and should be considerate to those occupants in terms of excessive noise and vibration during the contract programme.

### **3.8 Extent and Location of Existing Records and Plans**

Structural drawings, service drawings or historical drawings have not been provided, but may be held on record within the on-site documentation as described above.

Nevertheless, the Principal Contractor is expected to make their own investigations into the existing records prior to commencing works on site and if anything with particular risk is identified, this should be brought to the attention of the Client, Designers and Principal Designer.

The Principal Designer will advise the Principal Contractor of any design changes from those shown within the tender package as soon as reasonable practicable to ensure that all Health and Safety measures of the design is co-ordinated.

## 4 Clients Considerations / Management Requirements

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### 4.1 Arrangements For:

#### 4.1.1 Planning for and Managing the Construction, including any Health & Safety goals for the Project

The Principal Contractor is required to include a clearly defined organisational chart in their construction phase plan; this chart must include all names, telephone numbers and e-mail addresses where appropriate.

The management of health and safety during the project must include the following arrangements:

- An adequate and specific Construction Phase Plan, which must be a working document, revised and updated as works proceed and appropriate for the phase of works dictated by the program;
- The Principal Contractor must take reasonable steps to satisfy itself that those who will carry out the work have the necessary skills, knowledge, experience, and, where they are an organisation, the organisational capability to carry out the work in a way that ensures health and safety.
- Adherence to the Principal Contractor's up-to-date health and safety policy;
- Adequate site-specific risk assessments in accordance with the Management of Health and Safety at Work Regulations 1999;
- Method statements where significant hazards are identified and where specific controls are required; and
- Sufficient quantity of commissioned independent site audits of the work in progress.

The goals and expectations placed upon the Principal Contractor during the delivery of the project/scheme are to eliminate, so far as is reasonably practicable, all accidents and dangerous occurrences as defined in the Health and Safety Executive Guide to the Reporting of Injuries Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013 including near misses.

Whilst it is a specific requirement for the Principal Contractor to apply and register the project/scheme under the Considerate Constructors Scheme, the Principal Contractor will be expected to work to the Principals of the scheme, as laid out below to safeguard the Health & Safety approach to the works, the site personal and surrounding occupiers:

- **Considerate:** all work is to be carried out with positive consideration to the needs of traders and businesses, site personnel and visitors, and the general public. Special attention is to be given to the needs of those with sight, hearing and mobility difficulties that may access the site or nearby areas.
- **Environment:** be aware of the environmental impact of the site and minimise (as far as possible) the effects of noise light and air pollution. Attention should be paid to waste management. Materials should be re-used and recycled where possible.
- **Cleanliness:** the working site is to be kept clean and in good order at all times. Site facilities, offices, toilets and drying rooms should always be maintained to a good standard. Surplus

materials and rubbish should not be allowed to accumulate on the site or spill over into the surroundings. Dirt and dust from construction operations should be kept to a minimum.

- **Good Neighbour:** general information regarding the works should be provided for all neighbours affected by the work. Full and regular communication with neighbours, including adjacent residents, traders and businesses, regarding programming and site activities should be maintained from pre-start to completion.
- **Respectful:** respectable and safe standards of dress should be maintained at all times. Lewd or derogatory behaviour and language should not be tolerated, and should be under threat of severe disciplinary action. Pride in the management and appearance of the site and the surrounding environment is to be shown at all times. Operatives should be instructed in dealing with the general public.
- **Safe:** construction operations and site vehicle movements are to be carried out with care and consideration for the safety of site personnel, visitors and the general public. No project activity should be a security risk to others.
- **Responsible:** ensure that everyone associated with the site understands implements and complies with this policy.

The health, safety and environmental expectations made upon the Principal Contractor during the Construction Phases are as follows:

- To have no accidents or dangerous occurrences on site;
- To have no occupational ill health arising from the Project;
- To ensure no environmental damage occurs as a result of the Project;
- To ensure the least disruption to the local residential and site specific personal as a result of the Project;
- To exclude as far as is reasonably practicable all unauthorised persons, especially children, from the Project.

#### 4.1.2 Communication and Liaison between Client and Others

It is essential that regular liaison between all parties on site and must be organised by either the Project Manager or the Principal Contractor (in conjunction with the Principal Designer). This is to be in the form of regular site meetings and pre-works talks. Good co-operation and co-ordination of work between all parties involved in the project is essential so that risks can be identified early on and properly controlled, managed and eliminated, where feasible and reasonably practicable to do so.

All party liaison regarding health and safety matters during the works shall be promoted, controlled and managed by the Principal Contractor, who is expected to disseminate the requisite information to the various parties involved in the project, including the Principal Designer. The Principal Contractor shall establish means by which to collate and disseminate the information including regular liaisons with each party's relevant person, reporting on key aspects of the forthcoming works including; training needs, collation and actioning of RAMS, identification and mitigation of specific health and safety risks and other such health and safety matters.

An 'open door' policy must be established and the workforce, including Contractors, consulted with regard to issues relating to health and safety on site and specific to the execution of the works.

Any issues raised by the workforce, client, project manager or any other person or parties with all actions taken documented and feedback given to all persons affected. This would include displaying health and safety information on a notice board for all.

The Principal Contractor will be responsible for the preparation of a 'daily hazard board' which should be used to identify significant hazards on site at any particular time. Evidence of regular toolbox talks will be expected as the phases and the scheme develops.

#### 4.1.3 Security for the Site

The Principal Contractor is to ensure that unauthorised access to the works area is prevented during the course of the works and must take in to consideration Regulation 13(4)(b) of CDM 2015 which places a duty on the Principal Contractor to take reasonable steps to prevent unauthorised access. No works undertaken by the contractor are to jeopardise the overall security of the site as a whole.

#### 4.1.4 Welfare Provision

The provisions for accommodation and welfare facilities is to be provided by the Contractor. A WC is currently available on site; however, the WC facilities are all to be removed and replaced as per the proposed plan drawing no. 192492-02.

It is the responsibility of the Principal Contractor to provide as a minimum sufficient accommodation for site operatives, visiting members of the delivery team providing W.C provisions, a mess area along with a site office/meeting room.

Welfare facilities to be provided by the contractor must include sanitary accommodation, the site office, and an area for keeping chilled food at a safe temperature, heating food and making hot drinks. These facilities must be kept clean, tidy, and hygienic at all times.

The facilities as provided should be sufficiently lit and be maintained at an appropriate temperature. Gas fire appliances are not permitted.

The facilities also supply hot and cold running water, with a clean drinking water supply. Washing facilities must be provided for the duration of the works, to include soap and towels or other suitable means of drying. The Principal Contractor must also provide a further care system to include degreasing agents, e.g. Swarfega, barrier cream, hand care lotion, and sun protection lotion.

The facilities as provided should be sufficiently lit and be maintained at an appropriate temperature. Gas fire appliances are not permitted.

All personnel are to take their breaks in the facilities provided and not within the construction site.

All litter/food waste produced by the site operatives must be placed in a bin bag, in a secure container and removed on a regular basis, to reduce the risk of vermin infestation and fire.

At least one first aider must be present on site at all times and supported by an appointed person where deemed as being required. Appropriate levels of first aid equipment must be maintained on site at all times, in addition to an accident report book that complies with all applicable data protection legislation.

The Principal Contractor and all other Contractors are expected to provide first aid cover appropriate for their task and number of operatives on site. Specialist Contractors must have their own first aider conversant with any specialised requirements e.g. injuries/conditions associated with confined space work.

#### **4.1.5 Toilet Accommodation**

There are WC facilities for contractor use within the building.

The Principal Contractor will be required to comply with the Construction (Health, Safety and Welfare) Regulations 2007.

## **4.2 Requirements Relating to the Health and Safety of those Involved in the Project: -**

### **4.2.1 Site hoarding requirements**

Not applicable. Contractor to temporarily block the pavement during external works.

### **4.2.2 Site transport arrangement or vehicle movement restrictions**

The contractor is referred to item 3.6 above. Site transport arrangements and vehicle movement are restricted and there no parking available on the premises or on the public highway. The contractor should make allowance and plan a safe access route for delivery of materials to and from the site. All roads are to be kept free from obstruction at all times.

The contractor is to adopt a site storage method to store materials and equipment safely and securely throughout the contract and not overload floor structures in their positioning of delivered materials.

The Principal Contractor is anticipated to adopt their own procedures that best suit their needs and safety of the site users. The Principal Contractor shall comply with all client, Local Authority and Police regulations and restrictions in relation to parking, loading and offloading, removal of waste, siting of skips, etc.

The Principal Contractor shall at all times ensure that the carrying out of the works does not impede the main public highways and access for the adjacent property occupants and their visitors. Arrangements must be in place to ensure the roads are kept clear of any mud or debris during the works.

There is expected to be a low to medium level of vehicle movement, with the delivery and removal of materials to the site. For this the Principal Contractor will ensure:

- Deliveries are to be managed in a 'just in time' way, so as to minimise the likelihood of congestion to the public highways, and site area. Alternatively, deliveries and removal of site skips should be performed prior to 8:00am prior to congestion of the area and full parking bays
- Liaison with surrounding land users, neighbours and business operations takes place in order to attain information as to when best undertake deliveries and removals to and from the area of works;
- Vehicles will be marshalled onto site at all times both on their way to and within the area of works;
- Where possible, mechanical means will be employed to minimise exposure to manual handling hazards;
- Banksman must be used where required and that all such persons will be familiar with signals and suitably qualified to CSCS (or equivalent) level). Banksman are to wear orange high visibility clothing at all times;
- The removal of waste from site will incorporate the above controls where applicable.

As vehicular movements, may be required to be undertaken adjacent to pedestrianised footpaths, the Principal Contractor shall be required to ensure that appropriate warning signs are positioned on the intended vehicle approach routes to the site, to raise awareness to vehicular movements.

The Principal Contractor shall be required to ensure that suitable precautions are in place to control vehicles entering and leaving the site to avoid causing accidents to members of the public and situations that could create a risk to persons using the surrounding roads. The Principal Contractor shall impose a speed limit of 5 mph on vehicles, when operating within the site area or in any location of the pedestrianised area. All drivers shall be notified individually of the limit. Measures must be put in place to raise delivery drivers' awareness of any increased risks both on route to or within the site. All materials, plant and equipment are to be off loaded and loaded in a designated area.

The Principal Contractor shall be expected to address the need to reduce the reversing of vehicles both on their way to and within the area of works, and where reversing cannot be eliminated, a nominated, identifiable and trained banksman must be used, the banksman to wear an orange high visibility vest/coat at all times.

The Principal Contractor must ensure that all plant/vehicles on site have:

- An audible reversing alarm fitted;
- All round visibility aids fitted, i.e. additional convex mirrors, cameras, etc;
- All audio/visual aids are in good order at all times, i.e. flashing beacons.

The Principal Contractor must ensure the safety of members of the public accessing any pedestrianised areas with marked and segregated pedestrian walkways and no go areas. Dump trucks, tracked machines and the like will not be allowed to traverse within close proximity of pedestrianised areas or the surrounding road network without a nominated, identifiable and trained banksman.

The contractor is to note the main road, and the lack of parking/ deliveries to site.

Where there is a high risk of, mud, dirt, dust or other debris being deposited on pedestrianized areas or public highway, the Principal Contractor shall provide road sweepers and/or other suitable cleaning arrangements including wheel washing facilities.

#### 4.2.3 Client permit to works systems

The client has no adopted permit to works' procedures for the site.

#### 4.2.4 Fire Precautions

Fire precautions adopted on site shall be stipulated within the Principal Contractor's Construction Phase Health and Safety Plan.

The Principal Contractor must induct all personnel on site relating to the fire evacuation policy and site orientation, with assembly points duly considered. Site Managers induction must also incorporate fire awareness, location of fire alarm and fighting equipment and location of assembly points.

Emergency procedures and means of escape – The recognised escape route and safe external areas are to be maintained clear at all times. The fire drill procedure outlined within the Principal Contractor's Construction Phase Health and Safety Plan is to be adhered to by all personnel on site.

Fire escape routes throughout the premises should be maintained in a clear and unobstructed manner throughout the works at all times and provide portable firefighting equipment throughout the site.

Personnel must not attempt to fight a fire. Access and egress points should be maintained at all times with regard to the possible need for emergency appliances to enter the site and works areas.

All Material Safety Data Sheets (MSDS) / COSHH assessments must be in an easy accessible place for the emergency services.

To help ensure a safe working environment for this Project the Principal Contractor must ensure:

- Ignition risks have been assessed and the segregation of combustible materials from heat sources are managed accordingly;
- There are appropriate "Action in Event of Fire" signage throughout the site;
- The fire plan is regularly updated in line with the site works and the site management team communicates any changes to procedure to all personnel, with the current situation communicated to all visitors to site where and when applicable;
- That the site management team constantly monitor the development of the site, to ensure the appropriate arrangements keep up with the site development e.g. should an area of work block an emergency exit route, and then the Principal Contractor will ensure that site personnel are aware that the original route is no longer available, and that the new routes are highlighted and appropriate signage in place;

- That it liaises with neighbouring land users, CDM 2015 projects and businesses to familiarise all parties with emergency arrangements, coordinate provisions and set clear channels for communication;
- That the work area is kept clean, tidy and free from combustible debris;
- That, should an incident require the attendance of the emergency services, the site manager/appointed person knows that he is responsible for informing the emergency services without delay ('999');
- That once the emergency services have been called, the Principal Contractor is at the main access point of the site to direct the services to the incident on site; and
- Employees are aware of how to raise the alarm in case of an emergency.

#### 4.2.5 Emergency procedures and means of escape

There are currently recognised escape routes and safe external areas within the building and upon the site that may be utilised by the Principal Contractor. Please be aware that the existing fire escape routes may not be illuminated and therefore the contractor should ensure that these are adequately lit at all times, which may involve provision of new lighting supplies or via repairs to the existing electrical systems.

Emergency procedures and escape routes are to be coordinated and communicated with existing site rules and ensure occupants and neighbours are aware.

Clear egress routes must be maintained at all times and upon any designated fire escape routes. The escape routes must be clearly marked. Free-standing firefighting equipment must be present on site and clearly marked throughout the route at all times during the works.

A competent person should be appointed to act as a fire marshal and the procedures are to be brought to the attention of all operatives and visitors to the site.

The Emergency Plan should generally comprise of the following but not be limited to these items:

- Means of escape indicating Escape Routes (to be displayed).
- Means of extinguishing fire.
- Means of minimising risk.
- Hot Work Permit procedures.
- Emergency procedures.
- Name of fire marshal (to be displayed).
- Notices showing direction of escape (to be displayed).
- Details of First Aid arrangements

The emergency routes and exits should be marked on a plan of the site and included in the Construction Phase Plan.

All emergency routes are to remain open throughout the duration of the project or alternative arrangements made and brought to the attention of all employees and visitors to the site.



Muster points, emergency exits/routes, and access for emergency vehicles should remain clear at all times. Emergency aid notice shall be displayed on site and should comprise (but is not limited to):

- Location and telephone number of local Hospital.
- Location and telephone number of local Police Station.
- Location and telephone number of local Ambulance Station.
- Location and telephone number of local Fire Station.
- Emergency telephone numbers for Statutory Services.

For reference, the nearest hospital with Accident & Emergency facilities is:

Weston General Hospital,  
Uphill,  
Weston-Super-Mare,  
BS23 4TQ  
01934 636363

#### 4.2.6 'No Go' areas or other authorisation requirements of those involved in the project

'No-go' areas or other authorisation requirements for those involved in the project – Access to the site will be strictly prohibited unless the person has been inducted by the site foreman, signed the site register and complies with the minimum PPE requirement.

#### 4.2.7 Any areas the client has designated as confined spaces

There are no designated 'confined spaces' within the premises.

#### 4.2.8 Smoking and parking restrictions

The Principal Contractor is expected to adopt a 'no smoking' policy upon the site and all personnel should adhere to this throughout the works' contract. A designated external smoking area should be provided and detailed within the Construction Phase information and plan.

There is no space for parking at the premises.

#### 4.2.9 General Restrictions

There are no other restrictions in place upon the site subject to the requirements of the client.

## 5 Environmental Restrictions and Existing “on-site” Risks

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### 5.1 Safety Hazards

#### 5.1.1 Boundaries and access

Refer to items 3.4, 3.6, 4.1.3 and 4.2.1.

The existing boundaries and its site is limited and the contractor should carefully plan deliveries and consider how they intend to transport the materials to site.

#### 5.1.2 Any restrictions on deliveries or waste collection of storage

Refer to 4.2.2 and 4.2.8 above.

Restrictions will apply to waste collection as there is limited storage space and vehicle access only to the front of premises at the roadside and the contractor should carefully plan to remove waste from site to prevent build-up of waste materials being retained on site.

#### 5.1.3 Adjacent land uses

We are not aware of or anticipate there being risks associated with the adjacent land uses surrounding or upon the site area other than those previously stated within items 3.3 and 3.6 above.

The Principal Contractor should make themselves aware of the surrounding land uses and inherent risks arising that are not mentioned here within.

#### 5.1.4 Existing storage of hazardous materials

Storage of hazardous materials is not allowed on site.

Any arising hazardous materials should be removed from site immediately and disposed of responsibly in a licensed waste disposal centre. Any hazardous materials found should be reported to the Principal Designer and to the Principal Contractor immediately.

No risks associated with hazardous materials for use as part of the construction are anticipated or have been made known to the Principal Designer.

#### 5.1.5 Location of existing services particularly those that are concealed

The existing services are incorporated in the suspended ceiling and within the walls. The Principal contractor should perform their own survey to thoroughly check before works commence.

**5.1.6 Ground conditions, underground structures or water courses**

Refer to item 3.2 above.

No works are to be undertaken to disturb the ground conditions therefore there should be no risk to the contractor.

The contractor is to note the building rear elevation backs on to the River Yeo. Footpath and road loadings to be considered.

**5.1.7 Information about existing structures**

Refer to item 3.4 above.

There are no anticipated hazardous materials included within the existing structures.

No structural inspections have been undertaken on the property and the contractor must therefore familiarise themselves with the internal layout prior to the commencement of any works and ensure that any areas of concern arise, these should be reported back to the client at the earliest convenience so further investigations and risk assessments can be carried out.

**5.1.8 Previous structural modifications**

Refer to item 5.1.7.

**5.1.9 Fire damage, ground shrinkage, movement or of poor maintenance which may adversely affected the structure**

No such issues are believed to affect the site.

**5.1.10 Any difficulties relating to plant and equipment within the premises**

No such difficulties are apparent relating to plant and equipment.

**5.1.11 Health and Safety information contained in earlier design, construction or as built drawings**

The Principal Contractor should perform their own inspection to establish on site if there are any inherent risks that have not been identified during the Principal Designer's enquiries.

**5.2 Health Hazards**

**5.2.1 Asbestos**

Due to the age of the premise we believe asbestos containing materials may be present within the structure. Please ensure that the asbestos survey is reviewed thoroughly.

We are not aware of any existing Asbestos Management report.

A full RAD Asbestos Survey will be undertaken before the tender return date. No works are to be commence on site until the RAD asbestos survey has been received and reviewed.

If the contractor comes into contact with any suspect material they should stop works, inform the relevant management person and follow the correct H&S Guidance and Procedure (L143, IND 419, INDG418). Allow to cross reference the asbestos report with the proposed removal works within the quotation.

#### **5.2.2 Existing storage of hazardous materials**

We are unaware of any hazardous materials stored upon the site. If the Principal Contractor wishes to hold materials that are potentially hazardous to health they are referred to item 5.1.4 above.

#### **5.2.3 Contaminated land including results of surveys**

We have not performed any surveys or assessments to determine the presence of the ground conditions or contaminants contained upon the site, arising naturally, migrating from other sites or due to the site's previous use.

We have not made any formal enquiries or carried out investigations into the potential contamination of the site or neighbouring land.

Regardless, we do not anticipate any works being performed to the external grounds to pose inherent risks to the contractors.

#### **5.2.4 Existing structures containing hazardous materials**

We are unaware of structures containing hazardous materials on the site.

#### **5.2.5 Health risks arriving from client activities**

None are considered to be present at this stage.

## 6 Significant Design and Construction Hazards

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### 6.1 Significant design assumptions and suggested work methods, sequences or other control measures

Working at Height: Due to risks associated with working at height it is recommended that the Principal Contractor undertakes a safe approach the provision of safe access to permit the demolition works.

Site Access: The contractor should consider as to how to access the site, particularly considering the route for access as there is no parking on site. This should include how to safely remove and deliver materials to and from site. Siting and positioning of skips should be identified.

Site Security: Provision of secure site hoarding should be erected during the scheme to protect pedestrians whilst passing.

Demolition: The demolition phasing and method of removal should be considered with detailed RAMS.

Site access: The contractor is to note the location of the main road, and lack of parking / delivery are to the site.

The site foreman should sign in contractors in daily and the site opens from 7:30am (time tbc).

Contractor to establish site security measures for the building and ensure that is securely locked at the end of each working day.

Any out of hours' access can be undertaken with prior agreement through Sanderson Weatherall.

### 6.2 Arrangements for Coordination of ongoing design work and handling design changes

The Principal Designer is to be advised of any changes to the design (specifically taking receipt of the contractor designed elements) which affect health and safety. Direct liaison must take place between the Client, Principal Contractor, Designers and Contract Administrator on consideration of any design changes.

### 6.3 Information of significant risks identified during design

Refer to designer's risk assessments. The significant risks are considered to be simple to understand and therefore no further information is provided in support of the risks remaining present in the design. If further support or advice is required in regard the same the Principal Contractor should contact the Principal Contractor to discuss.

#### **6.4 Materials requiring particular precautions**

No extraordinary materials are proposed for application under this contract that are considered hazardous and utilised by contractors during their normal working practices.

See also asbestos section for further details.

## 7 The Health and Safety File

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### 7.1 The Health and Safety File

The Principal Contractor shall comply with his duties under the CDM Regulations 2015 and obligations set out in the contract documents to ensure that the Principal Designer receives all the information required to complete the Health and Safety file.

The information provided by the Principal Contractor for the file needs to include that which will assist persons carrying out construction work on the structure at any time after completion of the current project and may include:

- A brief description of the work carried out;
- Cleaning and maintenance requirements;
- Updated Asbestos Management Survey to include removal and disposal certificate where applicable;
- Any residual hazards which remain and how they have been dealt with (for example surveys or other information concerning asbestos; contaminated land; water bearing strata; buried services, etc);
- Key structural principles (for example, bracing, sources of substantial stored energy – including pre- or post-tensioned members) and safe working loads for floors and roofs, particularly where these may prelude placing scaffolding or heavy machinery there;
- Hazardous materials used (for example lead paint; pesticides; special coatings which should not be burnt off, etc.)
- Information regarding the removal or dismantling of installed plant and equipment (for example any special arrangements for lifting, order or other special instructions for dismantling etc);
- Health and Safety information about equipment provided for cleaning and maintaining the structure;
- The nature, location and markings of significant services, including underground cables; gas supply equipment; firefighting services, etc;
- Information and as-built drawings of the structure, its plant and equipment (for example, the means of safe access to and from service voids, fire doors and compartmentalisation etc.)
- Test certificates both M&E (Electric, emergency lighting, fire alarm, water and gas) and product literature.

The Principal Designer may ask for permission to audit this material and system at any time during the construction phase, such permission not to be unreasonably withheld.

Documents are to be supplied as follows:

- 1 No paper copy of all information copied to a good readable and complete standard;
- Copies to be colour where appropriate;
- All paper larger than A4 to be folded to A4;
- PDF copies of **ALL** information and DWG files of drawings on a CD ROM / USB.

## 8 Appendices

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## Appendix 1 – Refurbishment & Demolition (RAD) Asbestos Survey – to follow

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