

DRAFT PRELIMINARIES AND CONTRACT CONDITIONS

For

**REFURBISHMENT AND REMODELLING
OF EXISTING BUILDINGS**

At

**PACE BUILDING
15-17 UNION STREET
PLYMOUTH
PL1 2SU**

**DIGITAL VILLAGE (LIBRARY/STEM BUILDING)
KINGS ROAD CENTRE
DEVONPORT
PL1 5QG**

for

**CITY COLLEGE PLYMOUTH
KINGS RD
PLYMOUTH
PL1 5QG**

Prepared by

RAVENSLADE LTD

Ref: RS-2014

JANUARY 2021

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PRELIMINARIES/CONTRACT PARTICULARS

A10 PROJECT PARTICULARS

110 THE PROJECT:-

Name: City College Plymouth - Further Education Capital Allocation (FECA) projects 2020-21

LOCATIONS: Section 1: PACE BUILDING
15-17 UNION STREET
PLYMOUTH
PL1 2SU

Section 2: DIGITAL VILLAGE (LIBRARY/STEM BUILDING)
KINGS ROAD CENTRE
DEVONPORT
PL1 5QG

120 EMPLOYER :-

City College Plymouth
Kings Rd
Plymouth
PL1 5QG

140 CONTRACT ADMINISTRATOR:-

Mr Paul Bennett
Ravenslade Ltd
Minerva House
Pynes Hill
Rydon Lane
Exeter, EX2 5JL

Email: pbennett@ravenslade.co.uk
Tel: 01392 367979

150 QUANTITY SURVEYOR :-

Mr Pete Rice
Ravenslade Ltd
Minerva House
Pynes Hill
Rydon Lane
Exeter, EX2 5JL

Email: price@ravenslade.co.uk
Tel: 01392 367979

160 PRINCIPAL DESIGNER :-

Architects Design Group
Floor 4, Studio 5-11
5 Millbay Road,
Plymouth
PL1 3LF

Email: adg@architects-adg.co.uk
Tel: 01752 388 888

180 PRINCIPAL CONTRACTOR:-

For the purposes of this Contract the "Principal Contractor" shall mean the individual or firm or company undertaking the works and shall include the legal personal representatives of such individual or of the persons comprising such firm or company and the permitted assignee of such individual or firm or company.

A11 DRAWINGS

110 THE TENDER DOCUMENTS & DRAWINGS: are as listed in TBC of this document.

120 THE CONTRACT DRAWINGS: will be the same as the tender drawings.

180 INSPECTION: Drawings and other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office Architects Design Group, Floor 4, Studio 5-11, 5 Millbay Road, Plymouth PL1 3LF. Tel: 01752 388 888

A12 THE SITE/EXISTING BUILDINGS

110 LOCATION OF THE SITE: The contract will comprise two sections of work at City College Plymouth buildings. Locations as listed in clause A10/110.

111 MEANS OF ACCESS: The PACE building is currently unoccupied and therefore the contractor will have free access to all areas of the building. Access to the PACE building will be via the rear entrance which opens into a public car park. Access into the car park is via Derry's Cross.

Access to the Digital Village project will be via the doors opposite the Engineering Centre.

140 EXISTING MAINS/SERVICES:

The provision of all services including Drainage, Water, Electricity and Gas are marked on the M&E drawings and are made available. Before starting the Works, observing local and/or service Authorities recommendation for work adjacent to existing

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services, adequately protecting, upholding, maintaining and preventing damage to all services.

The Contractor shall be responsible for ascertaining the existence of all services before starting the Works, observing local and/or service Authority's recommendation for work adjacent to existing services, adequately protecting, upholding, maintaining and preventing damage to all services.

Any damage to services resulting from execution of the works shall be notified to the CA and any appropriate service authority.

The Contractor shall be responsible for making arrangements for any damage to be made good without delay to the satisfaction of the service authority or private owners as appropriate, including any consequential damage, all at his own expense.

150 RISKS TO HEALTH AND SAFETY: Refer to the Pre-Construction Information Pack produced by ADG Architects and included in Appendix 3.

170 SITE INVESTIGATION:

The Contractor is advised to undertake a photographic record of the site and the existing building before commencement on site. The Contract Administrator will visit site and undertake his own photographic record before commencement of work.

220 USE OF THE SITE:

- Do not use the site for any purpose other than carrying out the Works.
- Do not display or permit advertisements to be displayed on site without consent of the CA.

230 SURROUNDING LAND/BUILDING USES:

PACE Building – City Centre Location facing onto Union Street. Adjacent buildings retail and hospitality.

Digital Village – Within the Kings Road College Campus.

240 RISKS TO HEALTH AND SAFETY:

- The Pre-Construction Health & Safety Information Pack is currently being developed. Consideration should be given to existing asbestos within the buildings (Asbestos Survey Reports awaited). Consideration should also be given to roof access for new M&E plant.
- The accuracy and sufficiency of this information is not guaranteed by the Employer or the CA and the Contractor must ascertain any additional information required to ensure the safety of all persons and the Works.
- Draw to the attention of all personnel working on the site

the nature of any possible contamination and the need to take appropriate precautionary measures.

280 SITE VISIT:

The Contractor should inspect the site to satisfy himself as to the conditions and accessibility of the site, areas available for storage and preparation of the materials, the full extent and the character of operations to be performed and other particulars affecting the contract generally. No claim on the ground of want of knowledge of the nature of the works to be performed will be entertained.

Before tendering, ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

A site visit will be required to enable accurate pricing of the works at Stage 2 and arrangement for such a visit will be made.

A13 DESCRIPTION OF THE WORK

120 THE WORK: Refurbishment and remodelling as described on the proposed plans and client briefing information.

The PACE building shall remain unoccupied for the duration of the building works and the Principal Contractor will be given full unencumbered access to carry out the works. With the current Covid pandemic it is unclear when College students will fully return to the Kings Road Campus. The Contractor shall assume that the

A20 JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (ICD)

- 335 JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (ICD)
- The Contract: JCT Intermediate Building Contract with Contractor's Design 2016 Edition.
 - Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

First

THE WORKS

- Comprise: Full refurbishment and remodelling.
- Location:

Section 1: PACE BUILDING
15-17 UNION STREET
PLYMOUTH
PL1 2SU

Section 2: DIGITAL VILLAGE (LIBRARY/STEM BUILDING)
KINGS ROAD CENTRE
DEVONPORT
PL1 5QG

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Second

CONTRACTOR'S DESIGNED PORTION

- The Works include the design and construction of:
 - Specialist M&E Systems (tbc) including Access Control, Fire Alarms

Third

CONTRACT DRAWINGS

- The Contract Drawings: Will be listed in clause A11/120.

Fourth

OTHER DOCUMENTS SUPPLIED BY THE EMPLOYER

- Comprise: TBC

Fifth B

PRICING BY THE CONTRACTOR

- Option B will apply: Option A will be deleted.

Ninth

INFORMATION RELEASE SCHEDULE

- The Ninth Recital will be deleted.

Eleventh

DIVISION OF THE WORKS INTO SECTIONS

- Applicable .

ARTICLES

3

ARCHITECT/ CONTRACT ADMINISTRATOR

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

4

QUANTITY SURVEYOR

- Quantity Surveyor: See clause A10/160.

5

PRINCIPAL DESIGNER

- Principal Designer: See clause A10/150.

5

PRINCIPAL DESIGNER

- Article 5 will be deleted.

6

PRINCIPAL CONTRACTOR

- Principal Contractor: See clause A10/130.

9

LEGAL PROCEEDINGS

- Amendments: _____ .

CONTRACT PARTICULARS

Fourth Recital

EMPLOYER'S REQUIREMENTS

- Comprise: The Scope of Works described in the Stage 1 Documents to be defined for Stage 2 Issue.

Sixth Recital

CONTRACTOR'S PROPOSALS/ CDP ANALYSIS

- Comprise: TBC

Eighth Recital and Clause 4.6

CONSTRUCTION INDUSTRY SCHEME

- Employer at Base Date shall be the Tender Date for the purposes of the CIS.

Tenth Recital

CDM REGULATIONS

- The project is notifiable.

Eleventh Recital

DESCRIPTION OF SECTIONS

- Description of Sections:
 - Section 1 – PACE Building
 - Section 2 – Digital Village

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Twelfth Recital
FRAMEWORK AGREEMENT

- Framework agreement: Not applicable.

Thirteenth Recital and Schedule 5

SUPPLEMENTAL PROVISIONS

- Collaborative working: Supplemental Provision 1 Shall Apply.
- Health and safety: Supplemental Provision 2 Shall Apply.
- Cost savings and value improvements: Supplemental Provision 3 Shall Apply.
- Sustainable development and environmental considerations: Supplemental Provision 4 Shall not apply.
- Performance indicators and monitoring: Supplemental Provision 5 Shall not apply.
- Notification and negotiation of disputes: Supplemental Provision 6 Shall Apply.
- Where Supplemental Provision 6 applies, the respective nominees of the parties are:
 - Employer's nominee: Alison Hickes, City College Plymouth.
 - Contractor's nominee: _____ Or such replacement as each party may notify to the other from time to time.

Article 8

ARBITRATION

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

Clause 1.1

BASE DATE

- Base Date: Tender return date.

Clause 1.1

BIM PROTOCOL

- BIM Protocol (where applicable): Not applicable.

Clause 1.1

DATE FOR COMPLETION OF THE WORKS

- Section 1: 15th July 2021
- Section 2: 16th July 2021

Clause 1.7

ADDRESSES FOR SERVICE OF NOTICES

- Employer:
 - Address: City College Plymouth, Kings Rd Plymouth PL1 5QG.
 - Fax number: _____ .
- Contractor:
 - Address: _____ .
 - Fax Number: _____ .

Clause 2.4

DATE OF POSSESSION OF THE SITE

- Date of Possession Section 1: 25th March 2021.
- Date of Possession Section 2: 10th May 2021.

Clause 2.5

DEFERMENT OF POSSESSION OF THE SITE

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

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Clause 2.23.2

LIQUIDATED DAMAGES (To be fully assessed during Stage 2)

- Damages: Section 1: At the rate of £2,000 per week or part thereof.
Section 2: At the rate of £2,000 per week or part thereof.

Clause 2.30

RECTIFICATION PERIOD

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

Clause 2.34.3

CONTRACTOR'S DESIGNED PORTION

- Limit of Contractor's liability for loss of use: £1,000,000.

Clause 4.3 and 4.9

FLUCTUATIONS PROVISION

- Fluctuations Provision: Does not apply.
- Where Schedule 4 applies, percentage addition (paragraph 12): _____ .

Clause 4.7

ADVANCE PAYMENT AND ADVANCE PAYMENT BOND

- Advance payment: Clause 4.7 does not apply.

Clause 4.8.1

INTERIM PAYMENTS - INTERIM VALUATION DATES

- The first interim valuation date is: 28 days after commencement and thereafter the same date in each month or the nearest Business Day in that month.

Clause 4.9.1

INTERIM PAYMENTS - PERCENTAGE OF VALUE

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

Clause 4.10.4

LISTED ITEMS - UNIQUELY IDENTIFIED

- Listed items: Clause 4.10.4 will be deleted.

Clause 6.4.1

CONTRACTOR'S PUBLIC LIABILITY INSURANCE: INJURY TO PERSONS OR PROPERTY

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

Clause 6.5.1

INSURANCE - LIABILITY OF EMPLOYER

- Insurance is not required.

Clause 6.7 and Schedule 1

WORKS INSURANCE - INSURANCE OPTIONS

- Schedule 1: Insurance option C applies.
- Percentage to cover professional fees: 15 per cent.
- If option A applies, annual renewal date (as supplied by the Contractor): _____ .

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- Where Insurance Option C applies, Paragraph C1: No specified peril.

Clause 6.10 and Schedule 1
TERRORISM COVER

- Details of the required cover: Not applicable.

Clause 6.15
JOINT FIRE CODE

- Joint Fire Code: Applies.
- Application: State whether the insurer under Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project': _____ .

Clause 6.18
JOINT FIRE CODE - AMENDMENTS/ REVISIONS

- Joint Fire Code - Amendments/ revisions: The cost, if any, of compliance with amendments or revisions to the Joint Fire Code shall be borne by the Contractor.

Clause 6.19
CONTRACTOR'S DESIGN PORTION - PROFESSIONAL INDEMNITY INSURANCE

- Level of cover: Amount of indemnity required:
 - The whole of the works;
 - and is £1,000,000.
- Cover for pollution and contamination claims: to be included.
- Expiry of required period of CDP Professional Indemnity Insurance: _____ .

Clause 7.2.1
PERFORMANCE BOND OR GUARANTEE

- Bond or guarantee from bank or other approved surety: Required.
 - Required form: ABI .
 - Initial value (percentage of the Contract Sum): 10% .
 - Period of validity: Until Practical Completion.
 - Reduction in value: _____ .

Clause 7.2.2
GUARANTEE FROM THE CONTRACTOR'S PARENT COMPANY

- Guarantee: Not required.
 - Parent company's name and registration number: _____ .
 - The required form of guarantee is set out in: _____ .

Clause 7.3
COLLATERAL WARRANTIES

- Details: As set out in the following documents: JCT standard form of collateral warranty to an employer/purchaser. Warranties shall be required for the design and installation of:
 - Mechanical and electrical building services.

Clause 8.9.2
PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR)

- Period of suspension: _____ .

Clauses 8.11.1.1 to 8.11.1.5
PERIOD OF SUSPENSION (TERMINATION BY EITHER PARTY)

- Period of suspension: _____ .

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Clause 9.2.1

ADJUDICATION

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

Clause 9.4.1

ARBITRATION

- Appointor of Arbitrator (and of any replacement): President or a Vice President of the – Does not apply .

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.5

RECKONING PERIODS OF DAYS

- Amendments: _____ .

1.12

APPLICABLE LAW

- Amendments: _____ .

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

3.7

NAMED SUBCONTRACTORS

- General: The work listed below and described in the Contract Documents is to be executed by the following persons who are hereby named as subcontractors as provided in Intermediate Building Contract clause 3.7. (For each such person a completed Form of Tender and Agreement ICSUB/NAM, together with the Numbered Documents referred to therein, is included with the Main Contract tender documents).
 - Work to be executed: _____ .
 - Named person: _____ .
- Agreement: The JCT Form of Agreement ICSUB/NAM/E _____ be used.
- Subcontractor's drawings, etc. to be prepared during the course of the Contract:
 -
- Allow for attendance: As described in ICSUB/NAM.

SECTION 4: PAYMENT

- **Please note: The Final Date for Payment shall be amended to 30 days from the Due Date in accordance with City College Plymouth Standards Terms and Conditions.**

SECTION 5: VARIATIONS

SECTION 6: INJURY, DAMAGE AND INSURANCE

SECTION 7: ASSIGNMENT AND COLLATERAL WARRANTIES

SECTION 8: TERMINATION

SECTION 9: SETTLEMENT OF DISPUTES

EXECUTION

- The Contract: Will be executed under hand.

A30 EMPLOYER'S REQUIREMENTS: TENDERING/SUBLETTING /SUPPLY

- 110 SCOPE: These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.
- 140 TENDERING PROCEDURE will be in accordance with the principles of JCT Tendering 2012 Practice Note.
- 160 EXCLUSIONS: If the Contractor cannot tender for any part(s) of the work as defined in the tender documents the Quantity Surveyor must be informed as soon as possible, defining the relevant part(s) and stating the reason(s) for the inability to tender.
- 170 ACCEPTANCE OF TENDER: The Employer and the Employer's representatives:
-Offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted.
-Will not be responsible for any cost incurred in the preparation of any tender.
- 190 PERIOD OF VALIDITY: Tenders must remain open for consideration (unless previously withdrawn) for not less than 3 months from the date fixed for the submission or lodgement of tenders. Information on the date for possession/commencement is given in section A20.

PRICING /SUBMISSION OF DOCUMENTS

- 201 PREAMBLES: To avoid long descriptions and repetition of measured items, instructions, information etc, have been included in the preamble clauses, which shall be deemed to have taken into consideration in pricing the whole of this Schedule of Work.
- 202 MEASUREMENT DESCRIPTIONS: The description given of each unit of measurement unless otherwise specifically stated shall be held to include for labour and all costs in connection therewith, the supply of materials, goods, conveyance and delivery, unloading, storing, returning packings, handling, hoisting, lowering, all labour setting, fitting and fixing materials and goods in position sue of plant, square cuttings, waste of materials, establishment charges, overhead charges and profit.
- Figures in descriptions are millimetres unless qualified by a unit of measurement or by a word or phrase indicating a reference e.g. B.S, pipe, or grade.
- 203 ABBREVIATIONS:

In the Preliminaries the following abbreviation has been used:-

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F for Fixed Charge item

TR for Time Related Charge item, this will be assumed to be a weekly charge unless specifically noted otherwise

Words improving the singular only also include the plural and vice versa where incorporated in descriptions and have been abbreviated as follows: -

M	for Metre
mm	for Millimetre
sq m	for square Metre
sq mm	for square Millimetre
cu mm	for cubic Metre
cu mm	for cubic Millimetre
kg	for kilogramme
g	for gramme
N	for Newton

All other units of measurement have been given in full.

Billing units of measurement have been abbreviated as follows:-

m	for Metre
m ²	for square Metre
m ³	for cubic Metre
nr	for number
t	for Tonne

Generally

BS for British Standard Specification

CP for British Standard Code of Practice

SMM for Standard Method of Measurement of Building Works

Works Seventh Edition amended September 1988

The term 'The Works', shall mean the whole of the work envisaged by this contract, including unless expressly stated otherwise, the works and services of Nominated Sub-Contractors, Nominated Suppliers, Local Authorities and Public Undertakings.

205 PRICING THE SCHEDULE OF WORKS

The tenderer shall give extensions in decimal pounds to a maximum of two places of decimals.

All items shall be priced individually and not grouped together.

If the tenderer shall leave unpriced any item, it shall be deemed that he has considered that the remaining items are sufficient to enable him to perform the services and obligations described in the items not priced, without charge.

206 TENDERER'S ALTERATIONS TO THE SPECIFICATION AND SCHEDULE OF WORKS:

Alterations and qualifications to the Schedule of Works must not be made without the written consent of the Quantity Surveyor. Tenders containing unauthorized alterations or qualifications may be rejected.

207 CLARIFICATION AND AMENDMENT OF THE SCHEDULE OF WORKS WHILST TENDERING:

If in the course of preparing his tender the tenderer is uncertain as to any requirements or matters of fact which may affect his tender he shall immediately request information from the Quantity Surveyor not less than seven days before the date for submission of tenders in order that reply can be made in sufficient time to enable effect to be given in the tender. When considered necessary the Quantity Surveyor shall circulate the details to all other tenderers.

210 PRELIMINARIES IN THE SPECIFICATION: The Preliminaries/General conditions sections (A10-A55 inclusive) have been prepared in accordance with SMM7.

212 DISBURSEMENT ARISING FROM THE EMPLOYMENT OF WORK PEOPLE:

Observe all provisions of the Contracts of Employment Act

Pay all insurance under the National Insurance Act and the National Insurance (Industrial injuries) Act.

Pay all contributions to the Redundancy Fund and make all necessary "redundancy payments" to employees as required by the Redundancy Payments Act.

Comply with the requirements of the Working Rules of the National Joint Council for the Building Industry and pay all such sums, charges, allowances, expenses and emoluments in respect of the employment of labour upon or in connection with the works (other than those mentioned under Transport of workpeople) as required by these rules or decisions applicable to the Works including all payments under the Holidays with Pay Scheme and the incidence of Working Rules 1 (Time lost through cause beyond the control of the Parties) and 13 (Termination of Employment).

Allow for all costs incurred by incentive or bonus schemes during the progress of the Contract.

240 PRICING OF CONTRACTOR DESIGNED OR PERFORMANCE SPECIFIED WORK:

- Tenders must include for all associated and ancillary work shown or clearly apparent as being necessary to meet the

requirements for the Contractor Designed or Performance Specified Work and its completion and proper integration with the Works generally.

- Tenderers must price on the work and quantities which they intend to provide and will be responsible for any error therein. Where provided, quantities are indicative only.

261 LUMP SUM ADDITIONS OR DEDUCTIONS TO ARRIVE AT TENDER:

If the tenderer, to arrive at the amount of his tender, shall have added to or deducted from the total of the items in the Specification any sum either as a percentage or otherwise a similar percentage or proportionate sum shall be added to or deducted from the amount of variations in the variations account, provided always that in determining the percentages or proportion of the sum so added or deducted by the Contractor, the total amount of all Preliminary items, Prime Cost and Provisional Sums of money shall be deducted from the total amount of the estimate before such percentage is ascertained.

310 SPECIFICATION WITHOUT QUANTITIES: Where and to the extent that quantities are not included in the specification, tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

320 PRICING OF SPECIFICATION: Alterations and qualifications to the specification must not be made without the written consent of the CA. Tenders containing unauthorised alterations or qualifications may be rejected. Costs relating to items in the specification which are not priced will be deemed to have been included elsewhere in the tender.

330 THE PRICED SPECIFICATION must be submitted with the Form of Tender.

340 ERRORS IN THE PRICED SPECIFICATION will be dealt with in accordance with Alternative 2 of the JCT Tendering Practice Note 2012 (the word 'specification' being substituted for 'bills of quantities').

480 PROGRAMME: The Contractor's proposed programme as specified in Section A32 or a summary thereof showing the sequence and timing of the principal parts of the Works, periods for planning and design and itemising any work which is excluded must be submitted within one week of request.

540 QUALITY CONTROL RESOURCES: A statement must be submitted within 4 working days of request describing the organisation and resources which the Contractor proposes and undertakes to provide to control the quality of the Works, including the work of subcontractors. The statement must include the number and type of staff responsible for quality control, with details

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of their qualifications and
duties.

SUBLETTING/SUPPLY

- 630 DOMESTIC SUBCONTRACTS: Comply with the current JCT guidance for letting and management of sub-contracts.

A31 EMPLOYER'S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

- 110 DEFINITIONS: The meaning of terms, derived terms and synonyms used in the preliminaries/general conditions and specification is as defined below or in the appropriate British Standard glossary.
- 120 CA means the person nominated as the Contract Administrator or his authorised representative.
- 130 IN WRITING: When required to notify, inform, instruct, agree, confirm, obtain approval or obtain instructions do so in writing.
- 140 APPROVAL: (and words derived therefrom) mean the approval in writing of CA unless specified otherwise.
- 145 SUBMIT (and words derived therefrom) means to the CA unless otherwise instructed.
- 150 PRODUCTS means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the Works.
- 180 CROSS-REFERENCES TO THE SPECIFICATION:
- Where a numerical cross-reference to a specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.
 - Where a numerical cross-reference is not given the relevant section(s) and clause(s) of the specification will apply, cross-reference thereto being by means of related terminology.
 - Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.
 - The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which may be discovered.

210 BRITISH STANDARD PRODUCTS:

Where any product is specified to comply with a British Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, fitness for purpose and, where substitutions in advance of ordering and provide

documentary evidence confirming that the products comply

220 REFERENCES TO BSI DOCUMENTS are to the versions and amendments listed in the British Standards Catalogue as issued at the date of the tender.

230 MANUFACTURER AND REFERENCE:

Where used in this combination:-

'Manufacturer' means the firm under whose name the particular product is marketed.

'Reference' means the proprietary brand name and/or reference by which the particular product is identified.

240 MANUFACTURERS' REFERENCES are those for a particular product specified in the manufacturer's technical literature current at the time of tender.

250 OR EQUIVALENT APPROVED: Means that products of different manufacture may be substituted if prior approval has been obtained, but the Contract Administrator reserves the right to insist on the named product(s). The prices will be held to be based on the product(s) specified, unless agreed otherwise.

253 MANUFACTURERS' OR SUPPLIERS' NAMES: Where given in this Schedule of Work they are given as an indication of the quality, performance and of the materials required, but the Contractor has an option to submit other makes and supplies of no less a quality, performance and appearance in place thereof for the approval of the CA such approval not to be unreasonably withheld. Should the CA not approve any items submitted to him for approval, the Contractor shall provide any of the makes and supplies specified in this Schedule of Work without extra charge.

270 SIZES: Unless otherwise stated, products are specified by their co-ordinating sizes. Where dimensions are given, these are for guidance only and are to be checked by the Contractor before ordering.

280 FIX ONLY: Means all labours in unloading, handling, storing and fixing in position, including use of all plant.

290 SUPPLY AND FIX: Means unless stated otherwise, all items given in the Schedule of Work and/or on the drawings are to be supplied and fixed completely.

310 DEMOLISHING/REMOVING/CUTTING: These terms mean remove existing work so described and all associated accessories, fastenings, linings and bedding materials, without damaging adjacent work to be retained and dispose of unwanted materials.

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- 311 REMOVE means: disconnect, dismantle as necessary and remove stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. It does not include removing associated pipework, wiring, ductwork or other services.
- 312 REFIX means:
- Carefully remove existing work required to be refixed.
 - Remove fastenings and bedding materials from products/materials and clean and repair as necessary.
 - Set aside and adequately protect until required.
 - Relocate accurately and fix securely using fixing and jointing materials and methods to match existing, or alternatives if approved, and make good.
 - Comply with additional specified requirements.
- 321 KEEP FOR REUSE means:
- During removal prevent damage to the stated components or materials, and clean off bedding and jointing materials.
 - Stack neatly, adequately protect and store until required by the Employer for the use in the Works as instructed.
- 331 REPLACE means:
- Removal of the stated existing components, features and finishes.
- Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed.
- Make good as necessary.
- 341 REPAIR means; carry out local remedial works to components, features and finishes as found in the existing building. Resecure or refix as necessary and leave in sound and neat condition. Where resin repair works are specified the Contractor must attend RepairCare training or arrange for training on site.
- 351 MAKE GOOD means carry out local remedial work, including the following as appropriate and necessary to leave the work in a sound and neat condition:
- Remove defective parts of existing finishes and components and around any stated features.
 - Fill, dress down, piece-in, patch, extend existing finishes, make minor repairs and adjustments.
 - Refix or restick.
 - Redecorate.
- 361 EASE means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed

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positions and ensure free movement in relation to fixed surrounds. Make good as necessary.

- 371 TO MATCH EXISTING means use products, materials and methods to closely match all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of appearance and to additional specified requirements.
- 380 RENEW means carefully remove existing work and replace:
- With materials/products identical to those removed or equivalent substitutes of approved appearance.
 - Using methods similar to those used in constructed the removed work.
 - To meet additional specified requirements.

DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

- 410 **ADDITIONAL COPIES OF DRAWINGS:** Two copies of drawings (not counting any certified copy of the Contract Drawings) will be issued to the Contractor free of charge for each particular project. Additional copies will be issued on request but may be charged to the Contractor.
- 420 **ADDITIONAL COPIES OF THE SPECIFICATION AND SCHEDULE OF WORK:** After execution of the Contract, two copies of the Contract Document for each particular project will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but may be charged to the Contractor.
- 441 **DIMENSIONS:** The accuracy of dimensions scaled from the drawings are not guaranteed. Obtain from the Architect dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. Check all dimensions for doors in existing opening on site before ordering materials.
- 450 **ORDERING OF MATERIALS:**
- The necessary particulars for ordering materials are to be obtained only from the full details and information which will be supplied by the CA.
- Particular drawings will be issued when projects are allocated and will be used in conjunction with the Schedules to obtain a contract sum.
- The Contractor is advised to pre-order all items stipulated within the measured work section and Drawings in order to avoid delay to their programme.
- 460 **CHECKING SCHEDULES, DRAWINGS ETC:** The Contractor shall be responsible for checking all schedules and drawings supplied by the Architect or Consultants. In the event of any discrepancy being found between such schedules and drawings, or if the Contractor considers that additional detail drawings are required, then in either case the Contractor shall report such discrepancy to the CA for instructions or apply in writing for such detail drawing at least 7 days before the Works concerned are to be executed.

**DOCUMENTS PROVIDED BY CONTRACTOR/SUB
CONTRACTORS/ SUPPLIERS**

690 RECORD DRAWINGS must be provided to the CA not less than 1 week before Practical Completion for the Installation

- (i) Mechanical installations
- (ii) Electrical installation

710 TECHNICAL LITERATURE: The Contractor is advised to keep copies of the following on site, readily accessible for reference by all supervisory personnel:

Manufacturer's current literature relating to all products to be used in the works.

Working drawings and specifications

720 MAINTENANCE INSTRUCTIONS AND GUARANTEES

The Contractor is required to retain copies delivered with Components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to the CA on or before Practical Completion.

Notify the CA of telephone numbers for emergency services by Sub-Contractors after Practical Completion.

**A32 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE
WORKS**

GENERALLY

110 SUPERVISION: Accept responsibility for co-ordination, supervision and administration of the Works, including all Sub-Contractor, Supplier, local authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work.

The Contractor shall allow here for the cost of a full-time person-in-charge referred to in the Contract Conditions.

115 EXPENDITURE: The Contractor shall not order expenditure of any of the Prime Cost or Provisional Sums unless he receives a written instruction from the CA.

120 INSURANCES: Before starting work on site submit documentary evidence and/or policies and receipts for the insurances required by the Conditions of Contract.

121 PARKING: There is a public car park to the rear of the PACE building. Parking on the main Kings Road campus will be restricted and the number of spaces will require approval from the Employer.

130 INSURANCE CLAIMS:

If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury to persons or property arising out of the Works, forthwith give notice in writing to the Employer, CA and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice.

Facilities are to be provided for visitors authorised by the Employer to inspect the works and the Contractor is to ensure that his insurances cover such visits.

All visitors are to report to the Site Foreman, who will keep a log of all visitors.

- 135 LOCAL AUTHORITIES' FEES AND CHARGES: The Contractor shall give all notices required by any Act of Parliament or by any Regulations or Byelaws of any Local Authority or Public Service Company or Authority who have any jurisdiction with regard to the Works or with whose systems the same are or will be connected, and pay and indemnify the Client against any fees or charges (including rates and taxes) demandable under such Act of Parliament, Regulations or Byelaws in respect of the Works.

PROGRAMME/PROGRESS

214 MASTER PROGRAMME

The completed master programme must be submitted to the CA within two weeks of his appointment for the project.

The master programme for the Works must include period for all the works including:-

- Sub-Contractor's work, including the completion of drawings etc (see Sections A31), testing and commissioning.
- Work resulting from instructions issued in regard to the expenditure of provisional sums.
- Works by others concurrent with the Contract the nature and scope of which, the relationship with preceding and following works and relevant limitations on method, sequence or timing are suitably defined in the Contract Documents.
- Where and to the extent that the programme implications for work which is not so defined are impossible to assess the Contractor should exclude it from his programme and confirm this when submitting the programme.
- The Master programme shall be regularly updated at not less than two weekly intervals.

- 230 SUBMISSION of programmes will not relieve the Contractor of his responsibility to apply in writing for instructions, drawings, etc in accordance with the Conditions of Contract.

250 MONITORING: Record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

262 CA'S SITE MEETINGS:

The CA will hold regular site meetings to review progress and other matters arising from the administration of the Contract. Meetings will normally be held fortnightly.

Ensure the availability of suitable, quiet accommodation at the time of such meetings.

Attend all meetings and inform Sub-Contractors when their presence is required.

The CA will chair the meeting and take and distribute minutes.

270 CONTRACTOR'S SITE MEETINGS: Hold meetings with appropriate sub-contractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.

290 NOTICE OF COMPLETION:

The Contractor will be required to agree a "snagging list" in conjunction with the CA on the Date for Completion. The Contractor is to fully complete the items listed within 7 days (including Saturday and Sunday) of the Date of Completion. A final inspection will be carried out within 7 days of the Date of Completion, at which time, completed snagging which is deemed "unsatisfactory" will have a further 7 days (including Saturday and Sunday) to be satisfactorily completed by the Contractor.

If the Contractor fails to comply with the above, the Employer reserves the right to employ a third party to satisfactorily complete the Works. This will not relieve the Contractor of any or all of his Contractual responsibilities and/or obligations. The cost of this rectification work together with an administration charge of £1,200.00 per week will be deducted from the Contractor's Final Account.

The foreman in charge of this project will be expected to generally co-ordinate matters of snagging etc. during the fourteen days.

The Employer may at any time during the six months ask the Contractor to carry out repairs or replace items that are defective, at his own cost.

Due to the nature of the business carried out by the Employer it is important that any defects that occur are attended to without delay. Consequently the following time periods allowing for

making good defects will be applied by the Employer depending upon the severity of the defects:-

- (i) **Very urgent defects are to be made good within 24 hours of receipt of notification.**
- (ii) **Urgent defects are to be made good within 3 days of receipt of notification.**
- (iii) **Routine defects are to be made good within 1 week of receipt of notification.**

Should the Contractor fail to rectify the defects within these periods the Employer may instruct a selected Contractor to do so and the cost be deducted from such monies due to the Contractor along with the administration charge mentioned above.

The Contractor will be held liable at the end of the maintenance period for making good decorations where affected by the drying out of the building and should allow either here or in the rates for the cost of carrying out this work.

The Contractor will be required to agree a "defects list" in conjunction with the CA twelve months after the Date for Completion. The contractor is to fully complete the items listed within 14 days (including Saturday and Sunday).

A final inspection will be carried out within 14 days at which time, completed defects which are deemed to be "unsatisfactory" will have a further 7 days (including Saturday and Sunday) to be satisfactorily completed by the Contractor with the same time restrictions.

If the Contractor fails to comply with the above, the Employer reserves the right to employ a third party to satisfactorily complete the Works. This will not relieve the Contractor of any or all of this Contractual responsibilities and/or obligations. The cost of this rectification work together with an administration charge of £600.00 per week will be deducted from the Contractor's Final Account.

At the date for Practical Completion a handover meeting to the Client will be held at which the Contractor should ensure the following personnel are in attendance:-

Foreman-in-Charge
Head Office Representatives
Representatives of all domestic sub-contractors employed in the course of the Contract.

The Contractor will be responsible for ensuring that all service installation instructions are given by the relevant contractors.

The Contractor is to provide a full clean of the works prior to

handover to a "sparkle clean" standard (after completion of works by others).

The definition for "sparkle clean" shall be as follows:-

'All elements including those supplied direct by the client to be of a standard of cleanliness such that the area can immediately be occupied by the public. The cleaning is to include vacuum cleaning, sweeping, dusting, washing down, leathering off, final polishing, cleaning with white spirit or special cleaning material where necessary, removing paint splashes, grouting and the like, touching in paint, polish and grout, final Dow Corning and removal of all labels. All glass to be cleaned with a proprietary cleaner and left free of all marks, smears etc.'

The Contractor's attention is drawn to the fact that a Practical Completion Certificate will not be issued until the cleaning is complete as defined above.

300 ADVERSE WEATHER: Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.

310 EXTENSIONS OF TIME: When a notice of the cause of any delay or likely delay in the progress of the Works is given under the relevant Contract Clause, written notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the CA:-

Relevant particulars of the expected effects, if appropriate related to the concurrent causes,

An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion, and

All other relevant information required by the CA.

420 EXISTING WORK: The extent and location of renewal of existing work must be agreed, at least on a provisional basis, with the Contract Administrator before the work is started. Remove existing work in ways which will reasonably minimise the amount of removal and renewal.

431 CA'S INSTRUCTIONS: Where these necessitate adjustment of the Contract Sum, the Contractor shall produce as and when required all details, evidence or information considered necessary by the Quantity Surveyor to make such adjustment.

440 MEASUREMENTS: Give reasonable notice to the Quantity Surveyor before covering up work which the Quantity Surveyor requires to be measured. In default thereof, the Contractor shall be liable to uncover and reinstate the same at his own expense.

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442 ASSISTANCE FOR MEASURING: The Contractor shall allow for supplying any tapes, apparatus or assistance for measuring. The Employer will not be liable for any cost incurred by the Contractor measuring additional work, etc..., extras, omissions and variations.

450 DAYWORKS: Provisional Sums are set out in Section TBC whereby the Contractor can price per cent rates for overheads on labour, materials and plant charges.

Before the Contractor carries out any work for which he proposes to keep daywork records he shall inform the CA, giving reasonable notice as to the time of commencement and the number of operatives and their trades, who will be employed on the work.

Daywork sheets shall be submitted to the CA in duplicate for signature, as to the correctness of hours worked and materials used and plant employed. Names of the various operatives shall be given.

Such signatures are only to be taken as certifying that the time, materials and plant are correct and shall not be held to justify a claim that the work shall be so charged or that it cannot be measured and priced according to the terms of the Contract.

Where work is carried out on daywork which is the subject of a CA's instruction, the Contractor shall, immediately after receipt of that instruction, forward to the Quantity Surveyor one priced copy of daywork sheet(s) applicable to the instruction, with the number of the instruction to which the sheet relates clearly marked thereon.

453 INCOME AND CORPORATION TAXES ACT (ICTA) 1988

- The Contractor's attention is drawn to sections 559-567 of the Income and Corporation Taxes Act (ICTA)1988 and the Income Tax (Sub Contractors in the Construction Industry) (Amendment) Regulations 1998 No.2622. The provisions of this section and schedule are described by the Board of Inland Revenue pamphlet IR14/15(CIS)1998.
- Deductions in accordance with the Construction Industry Scheme will be made unless a valid Tax Exemption Certificate or Tax Registration Card is produced to the Employer.
- The Contractor is specifically reminded that it is his duty and responsibility to satisfy himself as to the exemption status of all Sub-contractors. For this contract the Employer is designated "A Contractor under the above Act".

453 SETTLEMENT OF ACCOUNTS:

The Final Account for these works may be subject to audit, and the Contractor must be prepared to allow invoices, wage sheets, etc to be placed at the disposal of the Auditor if and when requested. The introduction of an audit will in no way alter the

rights and responsibilities of the CA under this Contract.

Where provisional sums are included in the tender documents, copies of all invoices to be set against those Provisional Sums are to be forwarded to the Quantity Surveyor his retention.

Adjustments in the prime cost rates of materials will be calculated using the accepted trade or manufacturer's data and using the finally adjusted quantities in preference to the Contractor's invoiced quantities.

If the Contractor requires the profit and attendance items to be adjusted in connection with the settlement of the PC Sums in the Schedule of Work he is to insert a percentage in the rate column against the relevant items, otherwise no adjustment will be made.

470 UNFIXED MATERIALS: At the time of each valuation disclose to the Quantity Surveyor which of the unfixed materials and goods on site are free from, and which are subject to, any representative of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values. When requested provide evidence of freedom from reservation of title.

480 LABOUR RECORD: Provide each week for verification by the Quantity Surveyor a record showing the number and description of craftsmen, labourers and other persons employed on or in connection with the Works on each day of that week, including those employed by Sub-Contractors.

The full responsibility for the provision of an adequate labour force to sufficiently staff the works is to rest with the Contractor and he is to include in his tender for all costs of importing labour from outside the area when suitable local labour is not available. No submission made during the course of the works for the extra cost of providing incentives to induce labour to go to the works will be entertained.

490 PLANT RECORD: Provide each week for verification by the Quantity Surveyor a record showing the number, type and capacity of all mechanical and power operated plant employed on the Works on each day of that week.

Provide all plant, tools, vehicles, moulds, profiles and other apparatus for the proper execution of the works and clear away on completion.

**A33 EMPLOYER'S REQUIREMENTS: QUALITY
STANDARDS/CONTROL MATERIALS AND GENERALLY**

110 GOOD PRACTICE: Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:-

- Of a standard appropriate to the Works and suitable for the purposes stated in or reasonably to be inferred from the project documents, and
- In accordance with good building practice.

122 GENERAL QUALITY OF PRODUCTS/MATERIALS:

Products to be new unless otherwise specified.

For products and materials specified to a British Standard obtain certificates of compliance from manufacturers when requested by CA.

Where a choice of manufacturer or source of supply is allowed for any particular product or material, the whole quantity required to complete the works must be of the same type, manufacturer and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by the CA.

Ensure that the whole quantity of each product and material required to complete the work is of consistent kind, size, quality and overall appearance.

If materials are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence.

130 PROPRIETARY PRODUCTS:

Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform the CA if these conflict with any other specified requirement. Submit copies to the CA when requested.

The tender will be deemed to be based on the products as marketed and recommendations on their use current at March 1994.

Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change occurred, inform the CA and do not place for or use the affected products without further instructions.

Where British Board of Agreement products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

140 CHECKING COMPLIANCE OF PRODUCTS/MATERIALS:
Check all delivery tickets, labels, identification marks and, where appropriate, the goods themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:

- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- All accessories and fixings which should be supplied with the goods have been supplied.
- Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The goods are clean, undamaged and otherwise in good condition, with intact protective coverings and unbroken seals.
- Any materials which have a limited shelf life are not out of date.

150 PROTECTION OF PRODUCTS/MATERIALS:

Prevent over-stressing and any other type of physical damage.

Keep clean and free from contamination and staining.

Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate allow free air movement around and between stored components.

Prevent excessively high or low temperatures and rapid changes of temperature in the material.

Protect adequately from rain, frost, sun and other elements as appropriate.

Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.

Keep different types and grades of materials separately and adequately identified.

So far as possible keep materials in their original wrappings, packings or containers, with unbroken seals, until immediately before they are used.

Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.

Ensure that protective measures are fully compatible with and not prejudicial to the product/materials.

160 SUITABILITY OF PREVIOUS WORK AND CONDITIONS:
Before starting each new type or section of work ensure that:

- Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.
- All necessary preparatory work has been carried out including provision for services, damp proofing, priming and sealing.
- The environmental conditions are suitable particularly that the building is suitably weathertight when internal components, services and finishes are installed.

170 GENERAL QUALITY OF WORKMANSHIP

Operatives must be appropriately skilled and experience for the type and quality of work.

Inspect components/materials carefully before fixing or using and reject any which are defective.

Fix or lay securely, accurately and in alignment.

Use fixings/accessories and bedding/jointing materials/ methods recommended for the purpose by the manufacturer of the component/material being fixed or laid.

Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not overtighten fixings.

Adjust location and fixing of components so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.

Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components to remedy binding or poor fit without approval.

181 BS8000: BASIC WORKMANSHIP

Where compliance with BS8000 is specified, this is only to the extent that the recommendations therein define the quality of the finished work.

Where BS8000 gives recommendations on particular working methods or other matters which are properly within the province and responsibility of the Contractor, compliance therewith will be deemed to be a matter of general industry good practice and not a specific requirement of the Architect under the Contract.

If there is any conflict or discrepancy between the recommendations of BS8000 on the one hand and the project documents on the other, the latter will prevail.

- 185 INTER-TRADE ATTENDANCE: The Contractor shall provide attendance of trade upon trade as may be required to complete the works.
- 190 WATER FOR THE WORKS: Clean and uncontaminated. If other than mains supply is proposed provide evidence of suitability. Test to BS 3148 if instructed.

SAMPLES/APPROVALS

- 210 SAMPLES: Where approval of products or materials is specified, submit samples or other evidence of suitability. Do not confirm orders or use materials until approval of samples has been obtained. Retain approved samples in good, clean condition on site for comparison with products and materials used in the Works. Remove when no longer required.
- 220 SAMPLES: Where samples of finished work are specified obtain approval of stated characteristic(s) before proceeding with the Works. Retain approved samples in good, clean condition on site for comparison with the Works. Remove samples which are not part of the finished works when no longer required.

Samples of materials where required are to be submitted to the CA for approval at the Contractor's expense. All articles and materials shall conform to the appropriate British Standard (where such exists) unless otherwise described. All workmanship is to comply with the appropriate British Standard Code of Practice (where such exists) unless otherwise described.

All proprietary brands of materials are to be used in strict accordance with the manufacturers printed instructions.

The CA reserves the right to take samples of materials as often as he may deem necessary and have them tested and shall not be responsible for any delay to the works caused by the rejection of any materials. Where samples are required to be submitted, they are to be properly labelled samples delivered free of cost to the CA's office and samples shall not be deemed to be approved unless approved in writing and will not be returned. Materials supplied on the basis of approved samples shall be equal to same in every particular way.

The CA may, whenever he considers it desirable, test any materials before they leave the manufacturer's premises as well as after delivery on to the works and the Contract Administrator will be at liberty to reject any materials after delivery should he consider them unsatisfactory, notwithstanding the preliminary tests at the maker's premises.

Should any of the foregoing tests show that the said materials are not in accordance with the Contract, then the cost of carrying out such tests shall be borne by the Contractor. If, however, test show the materials to be satisfactory then the cost will be met from the Provisional Sum inserted in Section 5 for this purpose.

ACCURACY/SETTING OUT GENERALLY

331 SETTING OUT: Submit details of methods and equipment to be used in setting out the Works. Provide all instruments, temporary bench marks and labour for setting out and levelling.

332 SETTING OUT: Check the levels and dimensions of the site against those shown on the drawings, and record the results on a copy of the drawings. Notify the CA in writing of any discrepancies and obtain instructions before proceeding.

333 SETTING OUT: Inform the CA when overall setting out is complete and before commencing construction.

340 APPEARANCE AND FIT:

Arrange the setting out, erection, position of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.

Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible

370 LEVELS OF STRUCTURAL FLOORS: Must comply with the specification.

382 RECORD DRAWINGS: Record details of all grid lines, setting-out stations, bench marks and profiles on the site setting-out drawing. Retain on site throughout the contract and hand to the CA on completion.

SERVICES GENERALLY

410 SERVICES REGULATIONS: Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority and entirely to their Inspector's satisfaction.

420 SERVICE RUNS: Make adequate provision of services, including unobstructed routes and fixings, whenever possible ducts, chases and holes are to be formed during construction rather than cut.

431 MAIN SERVICES:

Not applicable.

- 440 MECHANICAL AND ELECTRICAL SERVICES: Must have final test and commissioning carried out so that they are in full working order at Practical Completion.

SUPERVISION/INSPECTION/DEFECTIVE WORK

- 510 SUPERVISION: In addition to the constant management and supervision of the works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.

- 520 PERSON-IN-CHARGE: Give maximum possible notice to the CA before changing the foreman-in-charge or site agent.

- 530 ACCESS FOR THE CONTRACT ADMINISTRATOR: Provide at all reasonable times access to the works and to other places of the Contractor or Sub-Contractors where work is being prepared for the contract.

540 OVERTIME WORKING

Certain works under the Contract have to be carried out at times when overtime rates are payable. All costs in connection with this work must be included in the rates.

No overtime is to be worked without the prior sanction of the CA. Such sanction will not be withheld unreasonably. In the event of the CA granting permission for overtime working this will not absolve the Contractor from responsibility for obtaining permission from the Local Joint Committee for the Building Industry.

No payment will be made under this contract for any extra costs incurred by the Contractor in working overtime to enable him to complete the works by the agreed completion date.

Where overtime (other than overtime necessary to complete the works by the agreed completion date) is specifically ordered in writing by the CA, the net difference between standard time and overtime payments will be incorporated in the final account provided that accurate and detailed returns are submitted each week to the Quantity Surveyor. Permission to work overtime does not constitute an order.

- 550 DEFECTS IN EXISTING CONSTRUCTION to be reported to the CA without delay. Obtain instructions before proceeding with work which may:-

- Cover up or otherwise hinder access to the defective

construction, or

- Be rendered abortive by the carrying out of remedial work.

560 TIMING OF TESTS AND INSPECTIONS: Agree dates and times of test and inspections with the CA several days in advance, to enable the CA and other affected parties to be present. On the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.

571 PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/MATERIALS:

As soon as possible after any part(s) of the work or any materials or goods are known or appear to be not in accordance with the Contract, submit proposals to the CA for opening up, inspection, testing, making good or removal and re-execution.

Allow for the possibility that such proposals may be unacceptable to the CA, and that he may issue instructions requiring removal from the site.

580 MEASURES TO ESTABLISH ACCEPTABILITY: Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:

- will be at the expense of the Contractor, and
- will not be considered as grounds for extension of time.

WORK AT OR AFTER COMPLETION

610 GENERALLY:

Make good all damage consequent upon the work.

Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.

Clean the works thoroughly inside and out, remove all splashes, deposits, efflorescent, rubbish and surplus materials consequent upon the execution of the works

Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to the materials or construction.

620 PAINTED SURFACES: Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.

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- 630 MOVING PARTS: Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.
- 635 CLEAN OUT BUILDING: Thoroughly clean out the building as detailed in Preliminary Clause A32.290.
- 640 SECURITY AT COMPLETION: Leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to the Employer with itemised schedule, retaining duplicate schedule signed by the Employer as a receipt.
- 650 MAKING GOOD DEFECTS: As detailed in Preliminary Clause A32.290.

**A34 EMPLOYER'S REQUIREMENTS:
SECURITY/SAFETY/PROTECTION**

GENERALLY

- 110 SECURITY: Adequately safeguard the site, the Works, products, materials, plant and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property, make good any damage or deficiencies arising therefrom.
- 120 STABILITY: Accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary.
- 130 RISKS TO HEALTH AND SAFETY: In addition to complying with statutory requirements for health and safety, inform the Contract Administrator in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or his representatives when visiting the site. Provide protective clothing and/or equipment for the Employer and his representatives as appropriate.
- 140 CONSTRUCTION (DESIGN & MANAGEMENT) REGULATIONS 2015

Allow for all costs of fulfilling the role of 'Principal Contractor' under the terms of the CDM Regulations where applicable for each individual project.

For the purposes of the Regulations, the person named in A10:150 is the appointed 'Principal Designer'. Under his/her direction, a Pre-Construction Health & Safety Information Pack has been prepared and is enclosed with the Tender Documents

The Contractor shall be responsible for all matters of Health, Safety and Welfare relative to this Contract during the contract period. The tenderer shall review the design and the Pre-Construction Health & Safety Information Pack in detail, including methods of working etc specifically applicable to this contract, that require consideration to comply with the CDM Regulations and that will be provided for in his formal Health & Safety Plan.

The Contractor shall, prior to signing of the Contract, resolve any queries with the CA and/or Principal Designer, take over, develop, up-date and publish his formal Health & Safety Plan and take full responsibility for construction of the project in accordance with the Plan and the CDM Regulations and indemnify the Employer against any breach of those regulations.

No claim for additional costs nor for an extension of time for the completion of the works will be considered for complying with the

CDM Regulations, unless specifically referred to in the Conditions of Contract.

The preparation of the Health & Safety File has also been commenced by the Principal Designer. Promptly provide the Principal Designer with any further information throughout the course of the Contract in order that he can review, amend or add to the Health & Safety File, including the provision of record documentation etc in order to comply with the CDM Regulations. Should the Contractor or his Sub-Contractors carry out the design, or any parts of the design, and where this includes the selection of materials, the Contractor is required under the CDM Regulations to consider the health and safety of the workforce and personnel carrying out cleaning or other maintenance work in or on the building at any time, or any person who may be affected by the work of such person at work.

The Contractor, and his Sub-Contractors, are required to document their design criteria, including selection of materials in a way that demonstrates that they have properly considered health and safety.

Should the Contractor's and his Sub-Contractor's design decisions present an unavoidable hazard to the workforce and personnel carrying out cleaning or other maintenance, then the Contractor must include in his Health & Safety Plan the means by which it will be safely managed and report same to the Principal Designer.

PROTECT AGAINST THE FOLLOWING

210 EXPLOSIVES: Do not use

221 NOISE: Generally comply with BS5228.

Any requirements or restrictions relating to the site shall be ascertained by the Contractor from the Local Authority.

The Contractor is to exercise all the care and attention in minimising noise from the use of mechanical plant where such noise is likely to cause annoyance to occupants of adjacent properties. The use of kango hammers will not be permitted during normal opening hours. Wherever the Contractor uses compressors, the guns shall have approved mufflers attached.

Transistor radios, tape recorders etc will not be permitted to be used on the site of the works.

The Contractor's attention is drawn to sections 60 and 61 of the Control of Pollution Act 1974 and The Environmental Protection Act. The Contractor will be responsible for complying with all requirements and restrictions imposed by this Act and must allow in his tender for all costs necessitated thereby. No instructions issued to the Contractor by the CA shall relieve the Contractor

from compliance with this Act.

- 230 POLLUTION: Take all reasonable precautions to prevent pollution of the site, the Works and the general environment. If pollution occurs, inform the appropriate Authorities and the CA without delay and provide them with all relevant information.

- 240 NUISANCE: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish and other causes.

The Contractor must discuss with the CA the measures he proposes to adopt to counter the nuisance described above.

- 241 PROTECTION OF STAFF PROPERTY:
The Contractor must take all necessary precautions to prevent damage to, or soiling of, clothing and personal belongings of the persons using the building, the Public and users of other property adjacent to the works. The Contractor will be held solely responsible for ensuring that no nuisance shall arise through neglect of proper precautions and is to indemnify the Employer and hold him free from any claim which may be made.

- 260 FIRE

The Contractor must take all necessary precautions to avoid the outbreak of fire and prevent personal injury, death and damage to work or other property from fire, particularly in work involving the use of naked flames. Before any works of maintenance, adaptation or extension to existing buildings or services are carried out or connections to services within existing buildings are made, the Contractor must discuss his proposals with the Contract Administrator to ensure that the extent of any fire hazards in the Works are known fully to both the Contractor and the Employer. The Contractor must comply with the "Fire Prevention on Construction Sites 6th Edition" 2006 published by The Construction Confederation. The Contractor must draw the attention of all his workmen and those of Sub-Contractors to the dangers involved in the careless disposal of matches, cigarettes, tobacco ash etc. Smoking must not be permitted in ceiling spaces or crawl ways.

Fire protection compartments must be maintained and fire escape routes must be kept unobstructed and, if necessary, illuminated at all times. When work necessitates the use of naked flames in ceiling spaces or crawl ways and other similar locations having a fire risk, the Contractor must provide and maintain suitable temporary portable fire extinguishers. The building's fire alarm system must be maintained by the Contractor at all times.

Fire extinguishers and hydrants must not be obstructed by the Contractor; access to them must be afforded at all times.

Contractors using Liquefied Petroleum Gas as an agent for heating, burning off painted surfaces etc or for other uses

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attention is drawn to the Code of Practice for the keeping of L.P.G in cylinders and similar containers issued by the Health & Safety Executive and published by H.M.S.O. He will be held responsible for both his own operatives and those of Sub-Contractors in complying with this Code of Practice.

- 270 BURNING ON SITE of materials arising from the work will not be permitted.
- 280 MOISTURE: Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent:
- Blistering and failure of adhesion
Damage due to trapped moisture
Excessive movement
- 290 RUBBISH: Remove rubbish and debris from time to time and keep the site and Works clean and tidy. Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.
- 291 SKIPS: Where used, skips are not to be overfilled and locked shut at night.
- 300 ASBESTOS REMOVAL: All work involving the handling of materials containing asbestos or their dismantling and removal from within the building shall be carried out strictly in accordance with the Asbestos Regulations current at the time the work is carried out, and with any other applicable statutory requirements. Particular regard shall be paid to the prevention of any health hazard to the occupants of the building as a result of such work.

PROTECT THE FOLLOWING:

- 310 WORK IN ALL SECTIONS
- Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur. Do not strip off more of the roof than can be temporarily weather protected quickly.

The Contractor will be solely responsible for safeguarding the Works, materials and plant against damage and theft, including all necessary watching and lighting for the security of the works and the protection of the public and he is advised to effect such additional insurances as is necessary to adequately cover such risks.

All temporary screens erected for the purposes of obtaining access to all the various positions of work and for screening operations in progress are to be made secure at the end of each

days work.

Any watchmen or workmen employed by the Contractor will only be allowed inside the areas included in this Contract. All power tools and hand cutting tools are to be locked up each night and removed from site at weekends. All ladders at ground level are also to be removed from site out of normal working hours and at weekends.

The Employer reserves the right to instruct noisy works to stop in the event of any complaint of noise or nuisance arising from the Works. The definition of such events that may be a potential cause of instructions to ceases is to be agreed between the parties prior to the commencement of work.

The Contractor must take all necessary precautions to prevent damage to, or soiling of, clothing and personal belongings of the persons using the building, the Public and users of other property adjacent to the works. The Contractor will be held solely responsible for ensuring that no nuisance shall arise through neglect of proper precautions and is to indemnify the Employer and hold him free from any claim which may be made.

320 EXISTING SERVICES:

Notify all service authorities or private owners of proposed works not less than one week before commencing site operations.

Before starting work check positions of existing services.

Observe service authority's recommendations for work adjacent to existing services.

Adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or private owners.

If any damage to services results from the execution of the Works, notify the Architect and appropriate service authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or private owner as appropriate.

Replace any marker tapes or protective covers disturbed during site operations to the service authority's recommendations.

330 ROADS AND FOOTPATHS: Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or private owner. Adequately maintain approaches to the site and keep clear of mud and debris.

350 EXISTING FEATURES: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features

which are to remain in position during the execution of the Works.

- 381 ADJOINING PROPERTY: Take all reasonable precautions to prevent damage to adjoining property. Obtain permission as necessary from the owners if requiring to erect scaffolding on or otherwise use adjoining property, and pay all charges. Clear away and make good on completion or when directed. Bear the cost of repairing any damage arising from the execution of the Works. Prepare a schedule of condition of adjoining buildings in conjunction with the Architect prior to commencement.

- 382 EXISTING STRUCTURES: Provide and maintain during the execution of the Works all incidental shoring, strutting, needling and other supports as may be necessary to preserve the stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.

Support existing structure as necessary during cutting or new openings or replacement of structural parts.

Do not remove supports until new work is strong enough to support the existing structure. Prevent overstressing of completed work when removing supports.

A35 EMPLOYER'S REQUIREMENTS: SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/TIMING

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

The Contractor's attention is brought to the restrictive nature of the site and of the working areas.

The spaces on site which are available to the Contractor for the storage and preparation of materials are limited and are restricted to the areas released for the work. If the spaces made available to the Contractor are not sufficient for his requirements, the Contractor must make his own arrangements for providing the facilities required.

The Contractor must allow here or in his rates for all costs involved in providing additional facilities and transporting materials to the site from the place of storage.

- 150 USE OF THE SITE:

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

No advertisements may be placed on any hoarding or scaffolding in connection with the Contract.

Contractors' nameboards (including Sub-Contractors) will be

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accepted if set together in one area and properly made and fixed.
The CA is to approve position.

- 160 WORKING AREA for the Contractor will be confined to the area indicated on the drawings
- 190 WORKING HOURS:
Hours of works are restricted to 07:00 – 18.00, Monday to Friday, working at weekend will only be permitted in exceptional circumstances and with the prior permission of the CA.
- 200 WORKS ABUTTING EXISTING STRUCTURES: Inform the CA of all works likely to affect the management residing on site. The Contractor is to use his best endeavours to programme these works at the management's convenience. Give a minimum of one weeks notice of any proposed works.

A36 EMPLOYER'S REQUIREMENTS: FACILITIES/TEMPORARY WORK/ SERVICES

GENERALLY

- 110 LOCATIONS: Inform the CA of the intended siting of all temporary works and services.
- 120 MAINTAIN, alter, adapt and move temporary works and services as necessary. Clear away when no longer required and make good.
- 130 METER READINGS: Where charges for service suppliers need to be apportioned ensure that meter readings are taken by relevant authorities at possession and/or completion as appropriate. Ensure that copies of readings are supplied to interested parties.
- 140 EXISTING SERVICES: Inform the CA of all shutdowns required to services and make arrangements with the resident staff. The Contractor is to use his best endeavours to programme these shutdowns at the resident staff's convenience. Give a minimum of one weeks' notice of any proposed shutdowns.
- 145 The Contractor shall allow for payment of electricity used by all Contractors during the contract period.

SITE ACCOMMODATION

- 210 ROOM FOR MEETINGS: The Employer will make available a room for site meetings.
- 260 SANITARY ACCOMMODATION: The Contractor may use the Employer's existing facilities adjacent to the works area.

TEMPORARY WORK

- 320 TEMPORARY SCREENS AND SHEETING(S): Provide temporary screens between working and occupied areas. Provide suitable temporary protection to carpets, doors and wall surfaces to include access routes as well as working areas.
- 321 SUSPENDED CEILINGS AND RAISED ACCESS FLOORS: The contractor shall allow for the temporary removal and reinstatement of all ceilings and floors/floor coverings to enable access to the plant/pipework/cabling etc...

SERVICES AND FACILITIES

- 410 LIGHTING: During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.
- 421 LIGHTING AND POWER: The permanent electrical installation

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may be used by the Contractor.

- 430 WATER: Provide clean, fresh water for the Works and make temporary arrangements for storing and distributing about the site.
- 441 TELEPHONE INSTALLATION: Provide as soon as practicable after the Date of Possession an on-site telephone installation for use by the Contractor and Sub-Contractor. Include for the cost of a reasonable number of calls by the Employer and his Consultants.
- 461 TEMPERATURE AND HUMIDITY: The permanent heating installation may be used for drying out the Works and controlling temperature and humidity levels, but:
- The Employer does not undertake that it will be available.
 - The Contractor must take responsibility for operation, maintenance and remedial work, and arrange supervision by and indemnification of the appropriate Sub-Contractors, and pay costs arising.

**A37 EMPLOYER'S REQUIREMENTS:
OPERATION/MAINTENANCE OF THE FINISHED BUILDING**

- 150 OPERATING AND MAINTENANCE MANUAL(S): Prepare in co-operation with the specialist Sub-Contractors three copies of manuals as described in the Specification.

170 PRESENTATION OF MANUALS:

The Manuals to be A4 size, in plastic covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled. Drawings larger than A4 to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.

Prepare three temporary Manuals with provision record drawings and preliminary performance data available at commencement of commissioning to enable Employer's staff to familiarise themselves with the installation. These should be of the same format as the final Manuals with temporary insertions for items which cannot be finalised until the installations are commissioned and performance tested.

Provide the CA with two copies of the final Manual not more than 2 weeks before Practical Completion.

- 180 TRAINING OF EMPLOYER'S STAFF: Before Practical Completion, explain and demonstrate to the Employer's maintenance staff the purpose, function and operation of the works.

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 MANAGEMENT AND STAFF

Provide for the cost of the following and for compliance with all enactments, regulations and working rules in respect of workpeople employed in connection with the works on and away from the site:-

National Insurance and Pensions

Holidays with pay

Payment for Public Holidays

Transport for workpeople

Any incentive or bonus payments

Severance pay and obligations under the Payments Redundancy Acts 1965

Construction Industry Training Board levies

Disbursements under the Sick Payments Scheme

Guaranteed time

Non-productive time and other expenses in connection with overtime

Any other disbursements arising from the Employment of Labour

**A41 CONTRACTOR'S GENERAL COST ITEMS: SITE
ACCOMMODATION**

For details of site accommodation required or made/not made
available by the Employer see section A36.

110 SITE ACCOMMODATION

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

For details of services and facilities required see section A36

110	POWER	F
		TR
120	LIGHTING	F
		TR
130	FUELS (excluding fuels for testing and commissioning)	F
		TR
140	WATER	F
		TR
150	TELEPHONE AND ADMINISTRATION	F
		TR
160	SAFETY, HEALTH AND WELFARE	F
		TR
170	STORAGE OF MATERIALS (see A33/150)	F
		TR
180	RUBBISH DISPOSAL	F
		TR
190	CLEANING (see A33/635)	F
		TR
200	DRYING OUT (see A34/280)	F
		TR
210	PROTECTION OF WORK IN ALL SECTIONS (see A34/310)	F
		TR
220	SECURITY (see A34/110)	F
		TR
230	MAINTAIN PUBLIC AND PRIVATE ROADS	F
		TR
240	SMALL PLANT AND TOOLS	F
		TR
250	OTHERS	F
		TR

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

130	PERSONNEL TRANSPORT	F TR
140	TRANSPORT	F TR
150	EARTHMOVING PLANT	F TR
160	CONCRETE PLANT	F TR
180	PAVING AND SURFACING PLANT	F TR
250	ADDITIONAL MECHANICAL PLANT ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as required:	F TR

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

For details of temporary works required or made/not made available by the Employer see section A36.

120	TEMPORARY WALKWAYS	F TR
130	ACCESS SCAFFOLDING	F TR
140	SUPPORT SCAFFOLDING AND PROPPING	F TR
150	HOARDINGS, FANS, FENCING, ETC	F TR
170	TRAFFIC REGULATIONS, STATUTORY OBLIGATIONS	F TR
250	ADDITIONAL TEMPORARY WORKS ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as required:	
260	Insurance	F TR

SECTION 1 - PRELIMINARIES/CONTRACT PARTICULARS