

Shopping Parade Car Park Remediation Works

03 December 2019

Table of Contents

Title		Page
A	JCT 2016 Standard Building Contract Without Quantities	3
A10	PROJECT PARTICULARS	5
A11	TENDER AND CONTRACT DOCUMENTS	7
A12	THE SITE/ EXISTING BUILDINGS	9
A13	DESCRIPTION OF THE WORK	12
A20	JCT STANDARD BUILDING CONTRACT WITHOUT QUANTITIES	14
A30	TENDERING/ SUBLETTING/ SUPPLY	18
A32	MANAGEMENT OF THE WORKS	23
A33	QUALITY STANDARDS/ CONTROL	27
A34	SECURITY/ SAFETY/ PROTECTION	30
A35	SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING	34
A36	FACILITIES/ TEMPORARY WORK/ SERVICES	36

A

JCT 2016 Standard Building Contract Without Quantities

A10

PROJECT PARTICULARS

A10 PROJECT PARTICULARS

110 THE PROJECT

- Name: Shopping Parade Car Park Remediation.
- Nature: Tarmacking, overlaying and pothole repairs together with associated remediation works.
- Location: Farmstead Road (off Beanfield Avenue), Greenhill Rise, Pytchley Court, Rockingham Road, Boden Close and Danesholme - all as per specification documentation.
- Length of contract: tba.

120 EMPLOYER (CLIENT)

- Name: Corby Borough Council.
- Address: The Corby Innovation Hub, Barnack Road, Corby.
- Contact: Rob Mills.
- Telephone: 01536 464653.
- E-mail: rob.mills@corby.gov.uk.

130 PRINCIPAL CONTRACTOR (CDM)

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

140 ARCHITECT/ CONTRACT ADMINISTRATOR

- Name: Corby Borough Council.
- Address: The Cube, Parklands Gateway, Corby, NN17 1QG.
- Contact: Lisa Phillips.
- Telephone: 01536464093.
- E-mail: lisa.phillips20@btinternet.com.

190 CLERK OF WORKS

- Name: Lisa Phillips, Corby Borough Council.
- Address: As above.
- Telephone: _____.

A11

TENDER AND CONTRACT DOCUMENTS

A11 TENDER AND CONTRACT DOCUMENTS

110 TENDER DRAWINGS

- The tender drawings are: None.

120 CONTRACT DRAWINGS

- The contract drawings: Same as the tender drawings.
- Exceptions: None.

160 PRECONSTRUCTION INFORMATION

- Format: The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries and other tender documents.

A12

THE SITE/ EXISTING BUILDINGS

A12 THE SITE/ EXISTING BUILDINGS

110 THE SITE

- Description: various car parks associated with shopping parades across the Borough of Corby.

120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

- Description: Farmstead Road - adjacent to public house, rear access to commercial premises and housing at the far end of the site. There is a school approximately a mile up the road, a community centre opposite and a church. Greenhill Rise - There are council owned garages, bungalows, rear access to commercial premises. Boden Close - rear access to commercial premises. Daneholme - there is a school to one side of the premises and a community hub to the other side which includes a community centre, library, post office and nursery. Pychley Court - large space with the shopping parade to one side and housing to the other side. Rockingham Road - there is a mixture of commercial premises on the ground floor and tenanted housing properties on the first and second floors. .

140 EXISTING UTILITIES AND SERVICES

- Drawings: (Information shown is indicative only): tbc.
- Other information: _____.

160 SOILS AND GROUND WATER

- Information: Included in the tender documents.

170 SITE INVESTIGATION

- Report: Included in the tender documents.

180 HEALTH AND SAFETY FILE

- Availability for inspection: The Health and Safety File for the site/ building may be seen by appointment during normal office hours at: None.
- Other documents: none.
- Arrangements for inspection: none.

200 ACCESS TO THE SITE

- Description: Open public access to all sites.
- Limitations: none.

210 PARKING

- Restrictions on parking of the Contractor's and employees' vehicles: On site.

220 USE OF THE SITE

- General: Do not use the site for any purpose other than carrying out the Works.
- Limitations: none.

230 SURROUNDING LAND/ BUILDING USES

- General: Adjacent or nearby uses or activities are as follows:
 - Access to commercial, housing and other buildings must be maintained in some form for the duration of the works.

240 HEALTH AND SAFETY HAZARDS

- General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:
 - General Public, Animals including Rats and their inherent risks of Leptospirosis .
- Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
- Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

250 SITE VISIT

- Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- Arrangements for visit: Contractors to arrange to visit sites on their own, any queries to be submitted as per the tender documentation.

A13

DESCRIPTION OF THE WORK

A13 DESCRIPTION OF THE WORK

110 PREPARATORY WORK BY OTHERS

- Works: Carried out under a separate contract and completed before the start of work on site for this Contract.
- Description: none..

120 THE WORKS

- Description: A number of car parks associated with shopping parades have been identified which would benefit from tarmac remediation works - The works may include
Plane off surface
Installation of Wearing course resurface
Installation of a Base coat and wearing course
Localise pot hole repairs
Provide and lay thermoplastic line markings to remark - to be agreed with client regarding disabled markings. .

130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

- Description: none.

140 COMPLETION WORK BY OTHERS

- Description: none.

A20

**JCT STANDARD BUILDING CONTRACT WITHOUT
QUANTITIES**

A20 JCT STANDARD BUILDING CONTRACT WITHOUT QUANTITIES

JCT STANDARD BUILDING CONTRACT WITHOUT QUANTITIES

- The contract: JCT Standard Building Contract Without Quantities, 2016 Edition.
- Partnering Charter PC/N 2011 none.
- Requirement: Allow for the obligations, liabilities and services described.

RECITALS

First - THE WORKS

- Comprise: To include (but not exclusive)
Plane off surface
Installation of Wearing course resurface
Installation of a Base coat and wearing course
Localise pot hole repairs
Provide and lay thermoplastic line markings to remark - to be agreed with client regarding disabled markings.
- Documents showing and describing the work: Attached specificaiton in tender documentation.

Second - CONTRACT DRAWINGS

- The contract drawings: As listed in clause A11/120.

Third B - PRICING BY THE CONTRACTOR

- Option: Pricing Option B will apply, Pricing Option A will be deleted.
- Priced document: The following words will be deleted or a Schedule of Rates.
- Activity Schedule: The words 'and has provided the Employer with the priced schedule of activities annexed to this Contract (the Activity Schedule)' will not be deleted.

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.

6 - PRINCIPAL CONTRACTOR

- Article 6 will be deleted.

9 - LEGAL PROCEEDINGS

- Amendments: RICS.

CONTRACT PARTICULARS

Eighth Recital and Schedule 8 - SUPPLEMENTAL PROVISIONS

- Collaborative working: Supplemental Provision 1 does not apply.
- Health and safety: Supplemental Provision 2 does not apply.
- Cost savings and value improvements: Supplemental Provision 3 does not apply.
- Sustainable development and environmental conditions: Supplemental Provision 4 applies.
- Performance indicators and monitoring: Supplemental Provision 5 does not apply.
- Notification and negotiation of disputes: Supplemental Provision 6 applies.
- Where Supplemental Provision 6 applies, the respective nominees of the Parties are:
 - Employer's nominee: RICS.
 - Contractor's nominee: tba.or such replacement as each Party may notify to the other from time to time.
- Named Specialists: Supplemental Provision 9 does not apply.

Article 8 - ARBITRATION

- Article 8 and clauses 9.3 to 9.8 (arbitration) RICS.

Clause 1.1 - BASE DATE

- Base Date: tbc.

Clause 2.32.2 - LIQUIDATED DAMAGES

- Damages:
 - At the rate of £200.
 - Period: week.

Clause 2.38 - RECTIFICATION PERIOD

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

Clause 4.18 - CONTRACTOR'S RETENTION BOND

- Clause 4.18 does not apply.

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: £ 10M.

Clause 9.4.1 - ARBITRATION

- Appointor of Arbitrator (and of any replacement): President or a Vice President of the RICS.

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.12 - APPLICABLE LAW

- Amendments: English.

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

3.3 - EMPLOYER'S REPRESENTATIVE

- Name: Lisa Phillips, Building Inspector .
- Address: The Cube, George Street, Corby, NN17 1QG .
- Telephone: 01536 464093.
- E-mail: lisa.phillips@corby.gov.uk .

SECTION 4: PAYMENT

SECTION 5: VARIATIONS

SECTION 6: INJURY, DAMAGE AND INSURANCE

SECTION 7: ASSIGNMENT, THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES

SECTION 8: TERMINATION

SECTION 9: SETTLEMENT OF DISPUTES

EXECUTION

- The Contract: Will be executed under hand.

A30

TENDERING/ SUBLETTING/ SUPPLY

A30 TENDERING/ SUBLETTING/ SUPPLY

MAIN CONTRACT TENDERING

110 SCOPE

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

160 EXCLUSIONS

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

170 ACCEPTANCE OF TENDER

- Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non acceptance will be given.
- Costs: No liability is accepted for any cost incurred in the preparation of any tender.

190 PERIOD OF VALIDITY

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

PRICING/ SUBMISSION OF DOCUMENTS

250 PRICED DOCUMENTS

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

300 QUANTITIES IN THE PRICED DOCUMENT

- Quantities: Where included in the priced document, these have been prepared in accordance with SMM7/ NRM2 only where and to the extent stated.
- Other items, descriptions and measurements not prepared in accordance with SMM7/ NRM2: Must be priced taking account of the information given elsewhere in the tender documents, including for all associated and ancillary work shown or clearly apparent as being necessary for the complete and proper execution of the work.

310 TENDER

- General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

360 PRICED ACTIVITY SCHEDULE

- Submit: With tender.

480 PROGRAMME

- Programme of work: Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemize any work which is excluded.
- Submit: Within one week of request.

490 INFORMATION RELEASE SCHEDULE

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

500 TENDER STAGE METHOD STATEMENTS

- Method statements: Prepare, describing how and when the following is to be carried out:
 - the works.
- Statements: Submit with the tender.

530 SUBSTITUTE PRODUCTS

- Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
- Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

540 QUALITY CONTROL RESOURCES

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

550 HEALTH AND SAFETY INFORMATION

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

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Content: Submit the following information within one week of request:
 - Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
 - Details of the management structure and responsibilities.
 - Arrangements for issuing health and safety directions.
 - Procedures for informing other contractors and employees of health and safety hazards.
 - Selection procedures for ensuring competency of other contractors, the self-employed and designers.
 - Procedures for communications between the project team, other contractors and site operatives.
 - Arrangements for cooperation and coordination between contractors.
 - Procedures for carrying out risk assessment and for managing and controlling the risk.
 - Emergency procedures including those for fire prevention and escape.
 - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
 - Arrangements for welfare facilities.
 - Procedures for ensuring that all persons on site have received relevant health and safety information and training.
 - Arrangements for consulting with and taking the views of people on site.
 - Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
 - Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
 - Review procedures to obtain feedback.

590 SITE WASTE MANAGEMENT PLAN

- Person responsible for developing the Plan: The Contractor.
- Content: Include details of:
 - Principal Contractor for the purposes of the plan
 - Location of the site.
 - Description of the project.
 - Estimated project cost.
 - Types and quantities of waste that will be generated.
 - Resource management options for these wastes including proposals for minimization/ reuse/ recycling.
 - The use of appropriate and licensed waste management contractors.
 - Record keeping procedures.
 - Waste auditing protocols.
- Additional requirements: none.
- Submit with tender.

595 ENVIRONMENTAL POLICY

- Environmental Policy:
 - Location: See A11/180.
 - Evidence of compliance: Submit: with tender.
- Project Environmental Management System: Develop a system compatible with the Environmental Policy.
 - Format: pdf.
 - Specific Requirements: none
 - Submit: with tender.
- Supporting information: Supply as necessary, including:
 - Information: none.
 - Format: none.
 - Submit: none.

599 **FREEDOM OF INFORMATION**

- Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
- Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
- Confidentiality: Maintain at all times.

SUBLETTING/ SUPPLY

630 **DOMESTIC SUBCONTRACTS**

- General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.
- List: Provide details of all subcontractors and the work for which they will be responsible.
- Submit: With tender.

645 **'LISTED' DOMESTIC SUBCONTRACTORS**

- Additional persons: Under the provisions of the Contract Conditions, make written application and, if requested, submit (in an approved form) evidence of the suitability of such additional persons. Wherever possible, submissions for addition of persons must be made, and consent obtained, before return of the tender. When any submission for addition of persons is made with the tender the consequences, if any, to the tender price compared to the use of the listed persons are to be made clear or the tender will be treated as qualified.
- Extent of list: If less than three persons named in the list are able and willing to carry out the relevant work so that the relevant Conditions of Contract becomes operative, immediately notify for decision whether or not names shall be agreed for addition to the list.
- Agreement: Before the start of the work to which the list relates enter into a binding subcontract agreement and confirm that this has been done, giving the name of the selected subcontractor.

A32 MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION

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

120 INSURANCE

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

130 INSURANCE CLAIMS

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

150 OWNERSHIP

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

PROGRAMME/ PROGRESS

210 PROGRAMME

- Master programme: When requested and before starting work on site, submit in an approved form a master programme for the Works, which must include details of:
 - Design, production information and proposals provided by the Contractor/ Subcontractors/ Suppliers, including inspection and checking (see section A31).
 - Planning and mobilization by the Contractor.
 - Earliest and latest start and finish dates for each activity and identification of all critical activities.
 - Running in, adjustment, commissioning and testing of all engineering services and installations
 - Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A54)
 - Work by or on behalf of the Employer and concurrent with the Contract (see section A50). The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.
- Submit: two copies.

230 SUBMISSION OF PROGRAMME

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

- 240 COMMENCEMENT OF WORK
- Notice: Before the proposed date for commencement of work on site give minimum notice of one week.
- 250 MONITORING
- Progress: Record on a copy of the programme kept on site.
 - Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.
 - Key Performance Indicators:
 - Details: tbc.
 - Performance: Record progress against each KPI.
 - Corrective action: If performance falls below target, submit proposals as soon as possible.
- 260 SITE MEETINGS
- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
 - Frequency: Every two weeks.
 - Location: tbc.
 - Accommodation: Ensure availability at the time of such meetings.
 - Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
 - Chairperson (who will also take and distribute minutes): Lisa Phillips.
- 265 CONTRACTOR'S PROGRESS REPORT
- General: Submit a progress report at least three business days before the site meeting.
 - Content: Notwithstanding the Contractor's obligations under the Contract the report must include:
 - A progress statement by reference to the master programme for the Works.
 - Details of any matters materially affecting the regular progress of the Works.
 - Subcontractors' and suppliers' progress reports.
 - Any requirements for further drawings or details or instructions to fulfil any obligations under Conditions of Contract.
- 270 CONTRACTOR'S SITE MEETINGS
- General: Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.
- 280 PHOTOGRAPHS
- Number of locations: 3.
 - Frequency of intervals: weekly.
 - Image format: jpg.
 - Number of images from each location: 3.
 - Other requirements: none
- 285 PARTIAL POSSESSION BY EMPLOYER
- Conditions of Contract clauses 2.33 to 2.37: Ensure all necessary access, services and other associated facilities are also complete.
- 290 NOTICE OF COMPLETION
- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
 - Associated works: Ensure necessary access, services and facilities are complete.
 - Period of notice (minimum): 2 days.

310 EXTENSIONS OF TIME

- Notice: When a notice of the cause of any delay or likely delay in the progress of the Works is given under the Contract, written notice must also be given of all other causes which apply concurrently.

420 REMOVAL/ REPLACEMENT OF EXISTING WORK

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

440 MEASUREMENT

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

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

130 QUALITY OF PRODUCTS

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

135 QUALITY OF EXECUTION

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

150 INSPECTIONS

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

160 RELATED WORK

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

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

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

180 WATER FOR THE WORKS

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

SERVICES GENERALLY

410 SERVICES REGULATIONS

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

420 WATER REGULATIONS/ BYELAWS NOTIFICATION

- Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.
- Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

530 OVERTIME WORKING

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
 - Minimum period of notice: One day.
- Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

540 DEFECTS IN EXISTING WORK

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

WORK AT OR AFTER COMPLETION

710 WORK BEFORE COMPLETION

- General: Make good all damage consequent upon the Works.
Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

730 MAKING GOOD DEFECTS

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

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

110 PRECONSTRUCTION INFORMATION

- Location: Integral with the project Preliminaries, including but not restricted to the following sections:
 - Description of project: Sections A10 and A11.
 - Client's consideration and management requirements: Sections A12, A13 and A36.
 - Environmental restrictions and on-site risks: Section A12, A35 and A34.
 - Significant design and construction hazards: Section A34.
 - The Health and Safety File: Section A37.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer/ Client no later than 3 days before works commence.
- Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
- Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.

150 SECURITY

- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
- Special requirements: none.

170 OCCUPIED PREMISES

- Extent: Existing buildings will be occupied and/ or used during the Contract as follows: premises adjacent to all sites will be operating normally for the duration of the works .
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.

210 SAFETY PROVISIONS FOR SITE VISITS

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

PROTECT AGAINST THE FOLLOWING

340 POLLUTION

- Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
- Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

360 **NUISANCE**

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

390 **SMOKING ON SITE**

- Smoking on site: Not permitted.

400 **BURNING ON SITE**

- Burning on site: Not permitted.

430 **WASTE**

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

PROTECT THE FOLLOWING

510 **EXISTING SERVICES**

- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- Work adjacent to services:
 - Comply with service authority's/ statutory undertaker's recommendations.
 - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
- Identifying services:
 - Below ground: Use signboards, giving type and depth;
 - Overhead: Use headroom markers.
- Damage to services: If any results from execution of the Works:
 - Immediately give notice and notify appropriate service authority/ statutory undertaker.
 - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
 - Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

520 **ROADS AND FOOTPATHS**

- Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
- Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.

530 EXISTING TOPSOIL/ SUBSOIL

- Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
- Protection: Before starting work submit proposals for protective measures.

540 RETAINED TREES/ SHRUBS/ GRASSED AREAS

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

550 RETAINED TREES

- Protected area: Unless agreed otherwise do not:
 - Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
 - Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.
 - Change level of ground within an area 3 m beyond branch spread.

A35

**SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/
TIMING**

A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING

110 SCOPE

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

120 DESIGN CONSTRAINTS

- Details: none.

130 METHOD/ SEQUENCE OF WORK

- Specific Limitations: Include the following in the programme:
 - none.

160 USE OR DISPOSAL OF MATERIALS

- Specific limitations: to be disposed of by contractor.

170 WORKING HOURS

- Specific limitations: 7 am to 6 pm.

180 COMPLETION IN SECTIONS OR IN PARTS

- General: Where the Employer is to take possession of any Section or part of the Works and such Section or part will, after its practical completion, depend for its adequate functioning on work located elsewhere on the site: Complete such other work in time to permit such possession to take place.
- Remainder of the Works: During execution, ensure that completed Sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

A36

FACILITIES/ TEMPORARY WORK/ SERVICES

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

GENERALLY

110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

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

ACCOMMODATION

TEMPORARY WORKS

340 NAME BOARDS/ ADVERTISEMENTS

- Name boards/ advertisements: Not permitted.

SERVICES AND FACILITIES

570 PERSONAL PROTECTIVE EQUIPMENT

- General: Provide for the sole use of those acting on behalf of the Employer/ Client, in sizes to be specified:
 - Safety helmets to BS EN 397, neither damaged nor time expired. Number required: for all.
 - High visibility waistcoats to BS EN ISO 20471 Class 2. Number required: for all.
 - Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: for all.
 - Disposable respirators to BS EN 149.FFP1S.
 - Eye protection to BS EN 166.
 - Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2
 - Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.