



**New Community Hall Facility**

**Hallam Fields Walk**

**JCT 2016**

**Design and Build**

**General Building Specification**

**September 2018**

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**A05 APPENDICES (SEE ARCHITECT'S PERFORMANCE BRIEF)**

Appendix A - Tender and Contract Documents

Architects Performance Brief and Drawings

001 HFCH/2016/002 Rev A - 150517

002 HFCH/2016/001 Rev C - 23/08/17

003 HFC/2017/Section

004 Site Compound (1\_2) Rev B

005 HFCH\_Community Centre Land Boundary\_Information

006\_HFCH\_Local Centre Sewer Plan\_Information

007 HFCH\_Site\_Sewer Easement Plan\_Information

Landscape Proposals 18.1378.001\_A

BPC\_Drawing Register\_2018\_1

Appendix B Conditional planning approval document - Planning Decision P/17/0666/2

Appendix C Construction Design and Management Regulations 2015

Pre-Construction Information Pack Document (PCIP)

Appendix D Licence to Occupy Agreement/Schedule of Condition

Appendix E Building Close by Agreement – Seven Trent

Appendix F BCQ-2017-770 982017 – Building Control Quote

GENQ201732 1382017 Quote Complementary Services Hallam Fields

Appendix G Preliminary Ground Investigation Report - Nicholls Colton

Appendix H Mechanical & Electrical Performance Brief

170062 - Birstall Community Hall Mechanical and Electrical Performance Brief  
Specification T2

170062-BEC-XX-XX-DR-E-0100-D2-P02

170062-BEC-XX-XX-DR-M-0300-D2-P02

170062-BEC-XX-XX-DR-M-0900-D2-P02

170062-BEC-XX-XX-DR-M-0901-D2-P02

170062-BEC-XX-XX-IE-Z-0030 Issue Sheet

170062-BEC-XX-ZZ-DR-Z-100-D2-P02

170062-BEC-XX-ZZ-DR-Z-500-D2-P02

Appendix I - Performance Bond

Appendix J - Room Data Sheets

Appendix K - Services Installation Quotations

Appendix L – Bushboard Washroom Quotation 92783B

Appendix M –Employers Environmental Policy

## **A10 PROJECT PARTICULARS**

### **110 THE PROJECT**

- Name: Single storey community hall facility for Birstall Parish Council
- Nature: New Build
- Location: Hallam Fields Walk Birstall Leicester LE4 3LH
- Length of contract: 22 weeks

### **120 EMPLOYER (CLIENT)**

- Name: Birstall Parish Council
- Address: Council Offices, Birstall Road, Leicester, LE4 4DH
- Contact: Mrs Sue Coulson
- Telephone: 0116 2676191
- Email: admin@birstallpc.org.uk

### **130 PRINCIPAL CONTRACTOR (CDM)**

- Name: The Contractor
- Address:
- Contact:
- Telephone:
- E-mail:

### **140 EMPLOYER'S AGENT**

- Name: Chesterton Smart Limited
- Address: 28 Highfield Road LE6 0GU
- Contact: Mr Nicholas Riozzi MRICS IMAPS
- Telephone: 0116 2243165
- E-mail: contact@chestertonsmart.co.uk

### **150 PRINCIPAL DESIGNER**

- Name: Chesterton Smart Limited
- Address: 28 Highfield Rd  
LE6 0GU
- Contact: Nicholas Riozzi MRICS
- Telephone: 0116 2243165
- E-mail: contat@chestertonsmart.co.uk

### **180 LANDSCAPE ARCHITECT**

- Name: ISL Associates Ltd
- Address: Francis House Taragon Business Centre,  
9/13 Coventry Rd Burbage LE10 2HL
- Telephone: 01455 611950

**A10**  
**PROJECT PARTICULARS**

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198 PRINCIPAL DESIGNER (POST-CONTRACT)

- Upon signing of the Contract, the role of the Principal Designer (as defined under the CDM Regulations 2015) will pass to the Contractor.
- Allow all costs involved to perform all functions, duties and obligations of the Principal Designer in respect of the works in accordance with the requirements of the CDM Regulations 2015.

200 PERIODIC INSPECTIONS

- The Contractor will obtain from his Consultants reports on their periodic inspections of the Work which will then be forwarded onto the Employer's Agent.

## **A11 TENDER AND CONTRACT DOCUMENTS**

### 110 TENDER DRAWINGS

- The tender drawings are:
- 001 HFCH/2016/001 Rev C - 23/08/17
- 002 HFCH/2016/002 Rev A - 150517
- 003 HFC/2017/Section
- 004 Site Compound (1\_2) Rev B
- 005 HFCH\_Community Centre Land Boundary\_Information
- 006\_HFCH\_Local Centre Sewer Plan\_Information
- 007 HFCH\_Site\_Sewer Easement Plan\_Information
- Landscape Proposals 18.1378.001\_A
- BPC Drawing Register\_2018\_1
- 170062-BEC-XX-XX-DR-E-0100-D2-P02
- 170062-BEC-XX-XX-DR-M-0300-D2-P02
- 170062-BEC-XX-XX-DR-M-0900-D2-P02
- 170062-BEC-XX-XX-DR-M-0901-D2-P02
- 170062-BEC-XX-XX-IE-Z-0030 Issue Sheet
- 170062-BEC-XX-ZZ-DR-Z-100-D2-P02
- 170062-BEC-XX-ZZ-DR-Z-500-D2-P02

### 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**

### **110A THE SITE**

- Description: The site for constructing the building encompasses the location adjacent to the Cedar Mews Care Home and One Stop retail shopping area as identified in the tender documentation and drawing references provided below. This is a small Greenfield site located on Hallam Fields Walk off Hallam Fields Road. The site curtilage is currently denoted by close boarded timber fencing and masonry walling. The surrounding area is made up of residential private and social housing, public car parking/footpaths and open space recreational areas. The drawing references relating to the location are:
- HFCH/2016/001/REV C
- HFCH/2016/002/2 REV A
- 004 Site Compound (1\_2) Rev B
- Before the Contractor submits his tender he is to ascertain the nature of the site, means of access and restrictions likely to affect the works. No claims from failure to do so will be considered. The Contractor is deemed to have knowledge of all site conditions, including those below ground prior to commencement on site.

### **120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE**

- Description: A mix of residential and social housing dwellings, a care home and retail outlets with car parking for the general public.
- The Contractor must visit the site and satisfy himself and allow for carrying out all works and protection of any existing buildings that are on or adjacent to the site.

### **140A EXISTING UTILITIES AND SERVICES**

- See section A19.

### **160 SOILS AND GROUND WATER**

- Information: Included in the tender documents.

### **170A SITE INVESTIGATION**

- Report: Included in the tender documents.
- The Ground Investigation Report is for information only and it is the Contractor's sole responsibility to design the works for the actual conditions prevailing on site. Should the Contractor have any reservations on any aspect of the condition of the site then he should carry out any additional testing considered necessary at his own cost prior to the return of tender. No claims will be considered by the Employer due to ground conditions differing from those contained in the Ground Investigation Report or expected by the Contractor.
- The Contractor is responsible for removal of any contaminated ground or other items to special tips and provision of a capping layer if so required.

### **175 EXISTING GROUND CONDITIONS**

- Notwithstanding the information given in the Ground Investigation Report the Contractor shall be responsible for all site investigation to establish existing ground conditions necessary for the design of the foundations. The Employer will not accept any liability for extra costs incurred due to lack of knowledge of the existing ground conditions.

**180 HEALTH AND SAFETY FILE**

- Availability for inspection: The Health and Safety File for the site/ adjacent buildings may be seen by appointment during normal office hours at: Jelson Homes,
- 370 Loughborough Rd, Leicester LE4 5PR.
- Other documents: none.
- Arrangements for inspection: 0116 266 1541.

**200A ACCESS TO THE SITE**

- Description: Either from the public road, footpath off Hallam Fields Road, through the communal car parking areas adjacent to Hallam Fields Walk. Or alternatively off Dawes Meadow Rd on to Tithe Close. See Pre-construction information and Architects brief for further clarifications.
- It is the Contractor's responsibility to ascertain all access and parking restrictions of the police, Local Authority or others relating to the site and construction thereon.
- The Contractor is to ensure that the site access, and surrounding roads are kept in a clean and orderly condition at all times and is also to resurface and repair any damage caused at his own expense on completion of the Contract.
- Limitations: The site for development is located in a built-up area surrounded by residential and retail properties. Public access/footpaths/car parking arrangements must be maintained at all times. No contractor vehicle parking is allowed in the One Stop shopping car park facility.
- The site access is to be as delineated on drawing ref: 004 Site Compound (1\_2) REV B. Access from public car park is only to be undertaken where necessary as the construction works are subject to the Licence to Occupy agreement between Birstall Parish Council and J Jelley and Sons Ltd. A copy of the licence, site access route and limitations of the licence is included in the tender documents. You are to refer to the Pre-Construction Information Pack which outlines how access and egress from the site is to be managed.
- A Schedule of Condition of the public car park has been undertaken by Jelsons Ltd on behalf of J. Jelley & Sons Ltd. This is included at the end of the Licence to Occupy legal agreement. You are advised to study this carefully and are advised to provide your own Schedule of Condition including photographic records for all areas of the site and adjoining boundaries that relate to the works.

**210 PARKING**

- Restrictions on parking of the Contractor's and employees' vehicles: Contained within the Licence to Occupy and Pre-Construction Information Pack included with the tender documents.
- Consideration is to be given to others. Parking for the contractor's vehicles is restricted to the spaces identified on the compound plan provided or public roads. No contractor parking is available/will be allowed within the public car park vicinity adjacent to the site area being worked on. All roads, footpaths and parking areas outside of the development area are to be left unobstructed at all times unless permits for full or partial closure are obtained from the Local Authority.

**220 USE OF THE SITE**

- General: Do not use the site for any purpose other than carrying out the Works.
- Limitations: The Contractors shall not use the site for any purpose other than that of access to and from the site area for carrying out this contract. No parking of the Principal Contractors or sub-contractors vehicles will be allowed within the public car park area at

any time. Parking must be sort elsewhere within the vicinity of the development.

#### 230A SURROUNDING LAND/ BUILDING USES

- The Contractor shall ascertain for himself and take note of the extent and location of adjacent buildings.
- All services to the adjacent buildings must be kept fully operational at all times, be kept clear for use of the public at all times. The Contractor is also to ensure that any rights of way, together with the site access, are kept in a clean, safe and orderly condition at all times and is to allow for daily cleaning by brushing or hosing as required.
- The Contractor is also to provide vehicle wheel wash cleaning facilities on site and every vehicle is to have wheels cleaned prior to leaving the site.
- Under normal circumstances, no obstruction of any part of the site roads or public highway by plant or materials will be permitted. Any exception to this stipulation may only be authorised jointly by nominated representatives of the Employer or Employers Agent.
- The Contractor is to note that if off-loading of materials and goods is required from any adjoining road either by his own workpeople or by Sub-Contractors and Suppliers, he is to allow for complying with the regulations and requirements of the Local Authority and Police regarding hours and days upon which such off-loading may take place.
- The surrounding site is predominantly residential dwellings, a care home, some retail premises and recreational areas accessed from the public highway which are located close by. The adjacent buildings will be in occupation/use throughout the contract. The contractor should make due allowance within his tender for managing the movement of vehicles/operatives etc within a limited environment with the minimal of disturbance.

Your attention is drawn to the proximity of:

- The retail outlets and preserving access to the rear of the shops
- Pedestrians on foot on the public highway and carpark
- Presence of parked or moving vehicles
- Disabled car parking spaces
- The contractor shall liaise with the local retailers/project manager and client to determine and notify them of any periods where disruption could be caused to the general operations of the shops and any anticipated vehicle manoeuvres in the public car park area. Refer to the Pre Construction Information Pack (PCIP) for additional information.

#### 240 HEALTH AND SAFETY HAZARDS

- General: The nature and condition of the site cannot be fully and certainly ascertained before opened up. However the following hazards are or may be present:
- Existing underground services and possible soft ground conditions to the east of the site within and beyond the boundary of the site area.
- Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
- Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

#### 250A SITE VISIT

- The Contractor shall be deemed to have visited and familiarised himself with the site before submitting his tender, acquainting himself with and making due allowance for the nature of the site, its previous uses, the extent of the works, accessibility, local conditions,

supply of labour, handling of materials and plant, and any restrictions or matters which would in any way affect his tender. No claims on the ground conditions or lack of knowledge of such matters will be considered.

- Arrangements for visit: The site is adjacent to a public space and can be visited at any time during the working day. Alternatively, by contacting and giving notice to Mrs Sue Coulson by telephone between normal working hours at the Birstall Parish Council (9.00 AM to 14:00) PM, at the Council Offices, Birstall Rd, Leicester LE4 4DH, (Telephone 0116 2676191).

#### 255 SURPLUS EXCAVATED MATERIAL

- The site is restricted and all surplus excavated material must be deposited off site immediately upon excavation to a suitable landfill tip. The finished levels should be engineered to reduce this as a minimum. Any proposed deviation from the Employers Requirements must be included in the tender documents.
- Any deposited material should be laid to an agreed specification with the client's Landscape Architect or Project Manager.

## A13 DESCRIPTION OF THE WORK

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### 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: The full design, construction and completion of a single storey community hall facility. The facility is to be constructed and built to the standards set out in the Architects details and the Mechanical and Electrical performance briefs provided and inclusive of all external works covering all drainage, services and landscaping requirements as detailed within the Employers Requirements. To deliver the finished building ready for occupation by the Client at handover/practical completion.

#### 150 BUILDING AREAS

- The development provides the following areas of gross internal floor accommodation and acceptable deviations therefrom:-

Building	Gross Internal Floor Area		Acceptable Deviation
	(m2)	(ft2)	
Foyer	7		[+0%]
Lobby Entrance	12		[+0%]
Accessible WC	4		[+0%]
Ladies WC	12		[+0%]
Gents WC	9		[+0%]
Plant	2.5		[+0%]
Admin Office	4		[+0%]
Hall	114		[+0%]m
Meeting Room	18		[+0%]
Kitchen/Larder	19		[+0%]
Cupboard	0.75		[+0%]
Store	8		[+0%]
Total	210		[+0%]

- The above areas are minimum areas and cannot be reduced.
- For further details refer to the Drawings and the Specifications listed at Appendix A – M of these Employer's Requirements.

## **A15 DEVELOPMENT CONTROL REQUIREMENTS**

### **110 PLANNING APPLICATION**

- A Planning Application has been submitted and approved with conditions. Planning documentation is included at Appendix B:  
The planning consent reference is P/17/0666/2.

### **115 GENERAL**

- The Contractor shall take full responsibility for the design, construction, commissioning and testing following completion of the building and associated works in all respects to the specific technical and time requirements as set out in the Employer's Requirements as stated in, on or within the Documents provided.
- The limits of the Works are shown on the drawings and specification and include the full design, construction and completion of all the permanent works.
- The Works are the whole of the Works as defined by the Conditions of Contract, Employer's Requirements.
- Indicative drawings and performance specifications (include the permanent and temporary works) and landscaping proposals.
- The Design of the Works shall be wholly and singularly the responsibility of the Contractor. Any approval or rejection by the Employer or their Representatives of design proposals put forward by the Contractor shall not relieve the Contractor of his responsibility in this respect. The Design shall develop (but shall not change) the scheme contained within or shown on the Employer's Drawings and Specification to facilitate construction by the Contractor of all the Works. If, when obtaining approval of the Highways Authority and or others and changes are required to the Design such changes shall be at the Contractor's liability. The Contractor will pay for all costs in association with obtaining or varying any such approvals.

### **120 PLANNING**

- The Contractor is to fulfil and discharge any remaining conditions of the original permission prior to executing the Works and is to obtain any further Planning Approvals or Discharge of Conditions as necessary. All costs and charges associated with obtaining further approvals and fulfilling conditions will be the responsibility of the Contractor.

### **130 APPROVALS**

- The Contractor's responsibility for obtaining approvals will be deemed to include, but not be restricted to, approvals under Town & Country Planning Act, Building Regulations, Public Health Acts, Statutory Authorities, Environment Agency, British Waterways, The Coal Authority, Network Rail and any other interested bodies requirements. All costs and charges associated with obtaining approvals will be the responsibility of the Contractor.

### **140 STATUTORY AUTHORITIES**

- Any reference to Statutory Authorities contained in this document is deemed to include British Telecom, Cable, Water, Gas and Electricity Companies or the like.

### **150 FIRE OFFICER**

- It will be the Contractor's responsibility to comply with all Fire Officer Requirements at his own cost.

160 CONTRACT

- Clause 2.15.2.1 of the Conditions of Contract will be deleted and any amendment to the Contractor's Proposals becoming necessary due to changes in Statutory Requirements affecting the Works will not be treated as a Change in the Employer's Requirements.

170 CONTRACT

- Clause 2.15.2.2 of the Conditions of Contract will be deleted and any amendment to the Contractor's Proposals becoming necessary for conformity with any permission or approval made after the Base Date for the purposes of Development Control Requirements will not be treated as a Change in the Employer's Requirements.

175 LANDFILL TAX

- The Contractor is responsible for all payments in respect of landfill tax irrespective of the nature of material removed from the site.

180 AGGREGATE TAX

- The Contractor is responsible for all payments in respect of Aggregate Tax arising as a result of the Works.

185 BUILDING CONTROL

- Shall be by ToP Building Control Ltd, 20 Ashdown Close, Loughborough, Leicestershire, LE11 4TQ see quotation references BCQ-2017-770 and GENQ201732.
- The contact is Paul Clothier – telephone 01509 236272 email – paul@topbc.co.uk

300 SITE SECURITY

- The site is to be secured by means of employing security staff to monitor the site outside of normal working hours. This to be 7 days a week for the duration of the works.

400 MONTHLY INSPECTIONS

- The Contractor will be responsible for co-ordinating monthly inspections by the Contractor's design team who will report in writing at all site meetings. This report will cover the quality of work inspected and confirm it is in accordance with the design document

## **A17 BUILDING REQUIREMENTS & DESIGN CRITERIA**

### **110 THE BUILDING REQUIREMENTS**

- The building requirements shall be in accordance with the drawings and documents listed at Appendix [A - M] to these Preliminaries, such documents forming part of these requirements.

### **125 QUALITY STANDARD/CONTROL**

- The requirements for materials and work generally, samples/approvals, accuracy/setting out generally, services generally, supervision/inspection/defective work and work at or after completion are given in Section A33.

### **150 WORKMANSHIP**

- It is emphasised that the work shall be carried out with high quality materials and workmanship, shall comply with all relevant British Standards and Codes of Practice and shall be to the entire satisfaction of the Contract. All work will be regularly inspected by the Project Manager to ensure that the required Standards are being met. Any work which does not reach the high Standards required will be condemned by the Project Manager and all costs associated with making good shall be borne by the Contractor.

### **170 SURVEYS**

- The Contractor shall be responsible for carrying out all surveys and for obtaining any other information necessary to design the works. The surveys will include but not be limited to, dimensional surveys, below ground surveys and scans, any site or structural investigations and for establishing the positions of any existing services on, over, under or passing through the site.

### **175 DATUM LEVELS/SLAB LEVELS**

- The Contractor should verify and co-ordinate all level information with Ordinance Bench Mark data.
- The Contractor should not rely solely on any Temporary Bench Marks given as part of any surveys procured by or on behalf of the Employer and the Employer will accept no design responsibility for incorrect data relied upon.
- Levels of sub-bases should be decided relative to both Temporary Bench Marks and Ordinance Bench Marks prior to any slabs being poured.
- In completing any design levels, particularly within flood plains, the Contractor should build in tolerances to overcome any disparity in the accuracy of level information.

### **185 DESIGN CRITERIA**

- In developing his design proposals, the Contractor shall incorporate all the requirements of the drawings and specifications comprised in the Employers Requirements and shall use all reasonable endeavours to ensure that the building shall meet the standards of design described in the said drawings and specifications or reasonably to be inferred therefrom by an institutional investor in Works of the type, complexity and value of the Works and shall construct the Building to the standards described in the said drawings and specifications or reasonably to be inferred therefore by an institutional investor in Works of the type, complexity and value of the Works.

188 DESIGN RESPONSIBILITY

- The complete design of the project rests with the Main Contractor.
- Any drawings and design information issued with the tender documentation are for the purposes of clarification and the Employer's Requirements do not attract a design responsibility by the Employer.
- Any design information issued with a change order by the Project Manager will be for the purpose of assisting in clarifying the change and will not attract a design responsibility.

190 BUILDING AREAS

- The gross and net internal areas, to be calculated based on RICS Code of Measuring Practice, given in Clause A13/150 shall not be diminished by the Contractor's design development; they are a minimum requirement and must be provided in the completed facility subject only to acceptable deviation noted.
- The setting out of the buildings is very important. The Contractor, in conjunction with the Project Manager, is to carry out an area checking procedure as soon as foundation walls are erected, and areas can be measured, in order to avoid subsequent disruption in the event of an error.

220 ENERGY PERFORMANCE CERTIFICATION

- The Contractor shall provide before Practical Completion the Energy Performance Certificates for the building(s) on site. The Certificate should show all reference values (such as the current legal standard) and, where necessary, recommendations for cost effective improvement of the energy performance.
- Allow for all costs in compiling the information required and producing Certificates.

230 FIRE HYDRANTS

- The Contractor should include within his tender proposals the location of the nearest fire hydrant to the building and, where unavailable, how a hydrant or water storage method is to be implemented to achieve building control. All costs for complying with these requirements should be included in the tender/contract sum.

## **A19 STATUTORY AUTHORITIES/WORKS**

### **100 WORKS TO STATUTORY SERVICES**

- The Contractor is to verify any initial searches undertaken by the Employer and Design Team and supplement these with his own enquiries with the Statutory Undertakings and Service Companies and include in his tender for all costs associated with the Statutory Undertakings/Service Companies. Such costs shall not be treated as Provisional Sums and shall constitute an un-adjustable lump sum element within the tender sum.
- All information provided by the Employer relating to existing mains and services is for information only and it is the sole responsibility of the Contractor to ascertain the location and purpose of all services located above, on or beneath the site and allow within his tender for any and all diversions or disconnections that may be required to carry out the Works.
- The Contractor is to take the greatest care to avoid damage to existing services being retained. Any damage of any nature will be the responsibility of the Contractor. The Contractor should allow within his tender for all costs involved.
- The Contractor shall be responsible for placing his orders for the new incoming Statutory Service supplies to suit his programme of the works and it is recommended that this is done as close to the commencement of the works on site as is possible. No claim for an extension of time will be entertained by the Employer should the Contractor fail to secure mains services connections to accord with his programme and the Completion Date be delayed as a result of such failure to secure these services connections.
- The Contractor must also contact the Statutory Undertakings prior to commencing the Works to make arrangements with them as necessary for the location and protection of all services within the area of the Works.
- Any abandoned sewers, pipes or other services discovered in the course of the Works shall be either removed or grouted in accordance with the Specifications or reasonable requirements of the Structural Engineer at the Contractor's cost. The prior approval of the authority concerned must be obtained before disconnecting and removing any apparatus.

### **110 EXISTING MAINS AND SERVICES**

- Notify all adjacent private owners of the proposed works not less than one week before commencing site operations and maintain good relations and co-operation at all times.
- Observe Service Authority's recommendations for work adjacent to existing services.
- Replace any marker tapes or protective covers disturbed during site operations to the Service Authority's requirements.

### **120 INFORMATION**

- Information relating to statutory services (information is indicative only): - refer to the Mechanical and Electrical performance specification for further details.

## **A20 JCT DESIGN AND BUILD CONTRACT (DB)**

### JCT DESIGN AND BUILD CONTRACT

- The contract: JCT Design and Build Contract (DB), 2016 Edition.
- Requirement: Allow for the obligations, liabilities and services described.

### **THE RECITALS**

#### First - THE WORKS

- Comprise: The full design and construction of a single storey community hall facility inclusive of all services and utilities installations, landscaping and external perimeter fencing and gates as described and shown/included in the Employers Requirements.

#### Fifth – DIVISION OF THE WORK INTO SECTION

- The Fifth Recital will be deleted.

### **THE ARTICLES**

#### 3 - EMPLOYER'S AGENT

- Employer's Agent: See clause A10/140.

#### 5 – PRINCIPAL DESIGNER

- Principal Designer: See clause A10/150.

#### 6 - PRINCIPAL CONTRACTOR

- Principal Contractor: See clause A10/130 or A10/132.

#### 9 - LEGAL PROCEEDINGS

- Amendments: None.

### **CONTRACT PARTICULARS**

#### Fourth recital and clause 4.5 - CONSTRUCTION INDUSTRY SCHEME (CIS)

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

#### Fifth Recital - DESCRIPTION OF SECTIONS

- Description of Sections:
  - None.

#### Sixth Recital - FRAMEWORK AGREEMENT

- Framework agreement: Not applicable.

#### Seventh Recital and Part 1 of Schedule 2 - SUPPLEMENTAL PROVISIONS - PART 1

- Named subcontractors: Supplemental Provision 1 does not apply.
- Valuation of changes – Contractor's estimates: Supplemental Provision 2 applies.
- Loss and expense – Contractor's estimates: Supplemental Provision 3 applies.

Seventh Recital and Part 2 of Schedule 2 - SUPPLEMENTAL PROVISIONS - PART 2

- Acceleration quotation: Supplemental Provision 4 does not apply.
- Collaborative working: Supplemental Provision 5 does not apply.
- Health and safety: Supplemental Provision 6 applies.
- Cost savings and value improvements: Supplemental Provision 7 applies.
- Sustainable developments and environmental considerations: Supplemental Provision 8 applies.
- Performance indicators and monitoring: Supplemental Provision 9 does not apply.
- Notification and negotiation of disputes: Supplemental Provision 10 applies.
- Where Supplemental Provision 10 applies, the respective nominees of the parties are:
  - Employer's nominee: Chesterton Smart Ltd
  - Contractor's nominee: to be completed by the Contractor.

Or such replacement as each party may notify to the other from time to time.

Article 4 - EMPLOYER'S REQUIREMENTS, CONTRACTOR'S PROPOSALS, CONTRACT SUM ANALYSIS

- Employer's Requirements: Full design and construction of a new build single storey community hall as the Employers Requirements documentation provided.
- Contractor's Proposals: To be completed by the Contractor in good time prior to commencement of works on site. This will be 4<sup>th</sup> March 2019.
- Contract Sum Analysis: To be fully priced and submitted in the format as set out in the Architect's performance brief.
- Specific Requirements: A detailed appraisal in an A4 format is to be provided with the contractor's tender confirming their proposed construction methodology, along with a master programme and planned material finishes details. In addition a synopsis of how the Principal Contractor proposes to manage the health and safety of the site and surrounding areas during the construction phase as identified in the Pre-construction Information Pack. Include confirmation of costs in relation to site setup and security of the site and outlining your proposed strategy for the management of these risks and hazards.

Article 8 - ARBITRATION

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

Clause 1.1 - BASE DATE

- Base Date: 10 days prior to the receipt of tender.

Clause 1.1 - BIM PROTOCOL

- BIM Protocol (where applicable): not applicable.

Clause 1.1 - DATE FOR COMPLETION OF THE WORKS

- Date for completion of the Works (where completion by sections: does not apply):
- Completion date 2<sup>nd</sup> August 2019.

Clause 1.7 - ADDRESSES FOR SERVICE OF NOTICES

- Employer: See clause A10/120

- Contractor: to be completed by the Contractor.
  - Address: \_\_\_\_\_.
  - Fax Number: \_\_\_\_\_

Clause 2.3 - DATE OF POSSESSION OF THE SITE

- Date of Possession of the site: 4<sup>th</sup> March 2019.

Clause 2.4 - DEFERMENT OF POSSESSION OF THE SITE

- Clause 2.4 applies.

Where clause 2.4 applies, maximum period of deferment is 21 weeks from receipt of tenders.

Clause 2.17.3 - LIMIT OF CONTRACTOR'S LIABILITY FOR LOSS OF USE, ETC.

- Limit of Contractor's liability for loss of use: 10% of contract value.

Clause 2.29.2 - LIQUIDATED DAMAGES

- Damages: At the rate of £1000 per calendar week or pro-rata thereto.

Clause 2.35 - RECTIFICATION PERIOD

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

Clause 4.2, 4.12 and 4.13 - FLUCTUATION PROVISION

- Fluctuation Provision: No Fluctuations Provision applies.
- Where JCT Fluctuations Option A or B applies:
  - Percentage addition (paragraph A. 12 or paragraph B. 13): \_\_\_\_\_.
- Where JCT Fluctuations Option C applies:
  - Rule 3: Base Month: \_\_\_\_\_.
  - Rule 3: Non-Adjustable Element: \_\_\_\_\_.
  - Rules 10 and 30(i): \_\_\_\_\_.

Clause 4.6 - ADVANCE PAYMENT AND ADVANCE PAYMENT BOND

- Advance payment: Clause 4.6 does not apply.

Clause 4.7 - METHOD OF PAYMENT - ALTERNATIVE B

- Payment: Periodically, in accordance with Alternative B.

Clause 4.7.2 - INTERIM PAYMENTS - INTERIM VALUATION DATES

- The first Interim Valuation Date is: one month after the date of possession and thereafter the same date in each month of the nearest Business Day in that month.

Clause 4.15.5 - LISTED ITEMS - NOT UNIQUELY IDENTIFIED

- Listed items: A bond is not required.

Clause 4.17 - CONTRACTOR'S RETENTION BOND

- Clause 4.17 does not apply.

Clause 4.18.1 - RETENTION PERCENTAGE

- Retention: FIVE (5%) per cent.

Clause 5.5 - DAYWORK

- Percentage additions to each section of the prime cost or, if they apply in respect of labour, the All-Inclusive Rates, are set out in the following document: Not applicable.

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: £10,000,000.00.

Clause 6.5.1 - INSURANCE - LIABILITY OF EMPLOYER

- Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event is £10,000,000.

Clause 6.7 and Schedule 3 - WORKS INSURANCE - INSURANCE OPTIONS APPLICABLE

- Schedule 3
  - Insurance option A applies.
- Where Insurance Option A applies, annual renewal date (as supplied by the Contractor): \_\_\_\_\_.

Clause 6.10 and Schedule 3 - TERRORISM COVER

- Details of the required cover:
  - To be agreed between the parties if required.

Clause 6.15 - PROFESSIONAL INDEMNITY INSURANCE

- Level of cover: Amount of indemnity required:
  - Relates to claims or series of claims arising out of one event or is the aggregate amount for any one period of insurance;
  - and is £ 5,000,000.00.
- Cover for pollution and contamination claims: is not required.
- Expiry of required period of Professional Indemnity Insurance: 6 years.

Clause 6.17 - JOINT FIRE CODE

- The Joint Fire Code: applies.
- If the Joint Fire Code Applies, the insurer has stated that the Works are a 'Large Project': No.

Clause 6.20 - JOINT FIRE CODE – AMENDMENTS AND 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 7.2 - ASSIGNMENT/ GRANT BY EMPLOYER OF RIGHTS UNDER CLAUSE 7.2

- Clause 7.2 does not apply.

Clause 7.3.1 - PERFORMANCE BOND OR GUARANTEE

- Bond or guarantee from bank or other approved surety: Is required and the identity of the Issuer and well as the operative terms of the bond should be agreed prior to execution of the contract.
  - Required form: Not specified
  - Initial value (percentage of the Contract Sum): 10%.
  - Period of validity: the date for issue of the Notice of Making Good for the Works.
  - Reduction in value: Nil.

Clause 7.3.2 - GUARANTEE FROM THE CONTRACTOR'S PARENT COMPANY

- Guarantee: required.
  - Parent company's name and registration number: to be provided by the contractor.
  - The required form of guarantee is set out in: 7.3.1

Clause 7.4 - THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES

- Details: As set out in the following documents: Not required.

Clause 8.9.2 - PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR)

- Period of suspension: 2 months.

Clauses 8.11.1.1 to 8.11.1.6 - PERIOD OF SUSPENSION (TERMINATION BY EITHER PARTY)

- Period of suspension: 2 months.

Clause 9.2.1 - ADJUDICATION

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

**THE CONDITIONS**

SECTION 1: DEFINITIONS AND INTERPRETATION

1.11 - APPLICABLE LAW

- Amendments: None.

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: CHANGES

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 underhand.

### 690 PROFESSIONAL INDEMNITY INSURANCE

- The Contractor will be required to have current Professional Indemnity Insurance cover in the sum of at least £10,000,000.00 in each and every occurrence. Evidence of cover is to be provided prior to work commencing on site.

### 700 SUB-CONTRACTORS PROFESSIONAL INDEMNITY INSURANCE

- The Contractor should detail in his tender submission those elements whose design will be undertaken in full or part by a Sub-contractor, together with the level of professional indemnity insurance cover for their work.

Where not specified the cover will be required in the same amount as the main contractor detailed in clause 690.

### 710 THIRD PARTY AGREEMENTS

- The Contractor is required to acknowledge that the Employer has entered into the Third Party Agreements listed below and that the Contractor will complete the Works in conformity with the Employers obligations under these agreements. If the Tenderer does not feel that any obligation can be met then this must be clearly identified within the tender submission. Any costs, fees or items of work not listed and agreed will be deemed to form part of the tender/contract sum.
- Licence to Occupy dated 27th June 2018 J.Jelley and Sons Ltd
- The Contractor undertakes to the Employer that he has performed and shall continue to perform his obligations under this Contract in such a manner and at such times that no act, omission or default on the part of the Contractor or any of his professional consultants or their respective employees, agents or sub-contractors shall cause or contribute to any breach by the Employer of any of its obligations under the Employer's Third Party Agreements and, to the extent that the Contractor causes or contributes to any breach by the Employer of any of its obligations under the Employer's Third Party Agreements, the Contractor shall indemnify the Employer against any liability, claims, damages, costs and losses that the Employer may incur as a result or arising out of a breach by the Contractor of its obligations under clause A20/710. In the event of any discrepancy or conflict between the Contract and a Third Party Agreement then the provision of the Contract shall prevail.
- The Contractor shall not infringe on any right, reservation, covenant, restriction, stipulation or other encumbrance that is binding upon or effects the site and which has been notified by the Employer to the Contractor. The Contractor shall meet all costs arising out of any such infringement.

### 720 PRACTICAL COMPLETION

- The CA will require the following work to be completed to conclude the work to be Practically Complete under the Contract:

- **Contractual Matters**

- Confirmation that all Planning Conditions have been discharged (including reserved matters) and written confirmation has been received.

- Confirmation that the Building has achieved the required area
- Full documentation supplied detailing Building Regulation Approval
- Building Control Completion Certificate
- Confirmation that all contractor and sub-contractor warranties have been signed and executed including evidence that all sub contract appointments are in place.
- Written confirmation of Secured by Design Accreditation, refer A17/270
- Certification of doors and windows from the Crime Prevention Design Advisor, refer A17/280
  - Confirmation required from Main Contractor that the Building has not been designed and constructed to include any deleterious materials
- Discharge of all Contractor's Change requests

• **Works Matters**

- Confirmation that all contracted works are complete
- All external works including all entrance and site directional signage, car park, all access roads and service roads and other common areas are complete and the landscaping prepared with topsoil and mulch should the landscaping works not meet the planting season.
- Manhole internal inspection
- Building has been cleaned to an acceptable standard
- All workmen, plant, machinery and equipment have been removed from site
- All scaffolding erected for the works has been removed
- Removal of unwanted materials and debris

• **Commissioning and Completion Certificates**

- Energy Performance Certificate
- Confirmation that testing and commissioning has been carried out and certificates have been issued for the whole of the mechanical and electrical installations
- Non Novated M&E consultant has witnessed and signed off of all testing and commissioning
- Equipment test certificates issued (cleaning, security installations, CCTV, induction loop, PA system, others)
- Electrical testing and wiring certificates
- Chlorination Certificate
- Occupation certificate issued (where applicable)
- Public health consent signed off and/or chlorination certificate (where applicable)
- Public utilities way-leaves and lease agreements signed off
- Public utilities supplies inspected and signed off
- Adoption of highways, estate roads and walkways by local authorities
- Drainage CCTV survey
- Meter agreement - electricity supply
- Meter agreement - water supply
- Meter agreement - gas supply

• **H&S File / O&M Manuals**

- All copies of the Health and Safety file shall be available, refer to Section A37
- All copies of the Operation and Maintenance manuals shall be in place

• **Fire Safety**

- Lightning Protection Inspection Certificate
- Fire protection certificates, included annotated drawing to show locations of fire protection (All active and passive fire protection measures should be suitably highlighted and cross referenced to the building management files and documents)
- Fire-fighting systems and appliances signed off (where applicable)
- Fire / security shutters operational and linked into the fire alarm system
- Fire alarm commissioned and tested / certification available
- Smoke ventilation
- Gas safety certificate
- Labelling of plant and fire zoning plan produced
- Means of escape signage completed
- Emergency Lighting Completion Certificate

• **Operational Matters**

- Client training completed or scheduled
- Meter readings taken (gas, water and electricity)
- Client / user insurance established
- Point of contact for emergency repairs, refer A31/640
- Handover of keys. Keys required for internal doors/external doors and windows all correctly labelled in key box
- Provision of Manhole keys
- Tools and spares are supplied in accordance with Preliminaries A37/230 and A37/250
- Maintenance schedule in place

**750 COMPLETION OF WORKS DOCUMENT**

- The Project Manager will require written assurance from the Contractor that all Contract Works have been checked following installation and are in accordance with the Building Contract and good practice.
- In particular, works which are concealed at Practical Completion will require written confirmation from the installer that they have been fully and correctly installed. This will include (but will not be limited to) the following:
  - a) Fire stopping, dampers, blankets etc.
  - b) Mechanical and electrical installations.
  - c) Drainage installations.

## **A30 TENDERING/ SUBLETTING/ SUPPLY**

### **MAIN CONTRACT TENDERING**

#### **110 SCOPE**

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

#### **145 TENDERING PROCEDURE**

- General: In accordance with the principles of: Single stage tendering procedures.
- Arithmetical errors: lump sum reconciliation of figures is dominant.

#### **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 13 weeks.
- Date for possession: See section A20.

## **PRICING/ SUBMISSION OF DOCUMENTS**

### **210A PRELIMINARIES IN THE SPECIFICATION**

- The Preliminaries/ General conditions sections (A10-A60 inclusive) have been prepared in accordance with SMM7.

### **220 PRICING OF PRELIMINARIES**

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

### **230 PRICING OF CONTRACT SUM ANALYSIS**

- The Contractor shall be deemed to have carefully examined all drawings and other documents before submitting his tender. If particulars required to submit a satisfactory bona fide tender cannot be obtained from this examination, application for further information is to be made in writing to the Project Manager. Only additional information or clarifications issued in writing by the Project Manager are to be accepted as modifying the tender documents. Tenders containing unauthorised alterations or qualifications may be rejected.

### **240 FULL DETAILS OF THE CONTRACT SUM ANALYSIS**

- Full details of the Contract Sum Analysis must be submitted within three days of request.

### **310 TENDER**

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

### **440 CONTRACT SUM ANALYSIS**

- Content of the Analysis: A breakdown of the Contract Sum into at least the following categories: - 1-12.
- Form: Standard form of cost analysis sheet included.
- Fully priced copy: Submit with tender.

### **490 PROGRAMME**

- The Contractor will be required to prepare and submit with his tender, a detailed master programme for the Works which must reflect all elements of the Contract including sub-contractor's work and the completion of their drawings etc. (see Section A31), work resulting from instructions issued in regard to running in, adjustment, commissioning and testing of all engineering services and installations. The nature and scope of the foregoing, the relationship with preceding and following work and any relevant limitations on method, sequence or timing are suitably defined in the Contract documents. He must also submit with his tender a detailed method statement giving details of the manner in which it is intended that the Works be carried out.
- The programme must be of a precedence network type and be presented in bar chart form.
- The programme must show as separate activities all pre-construction matters including sub-contractor design, sub-contractor selection, tendering, materials delivery and manufacture, submission and approval of samples as well as construction and

commissioning activities.

- The Contractor shall identify on his programme a separate activity for co-ordinated services information. This activity shall have an end date at least two weeks before the start of any services work on site.
- Allowance should be made in the programme for the period required by the Project Manager to provide any comments he may wish to make upon drawings, etc. issued by the Contractor, and the requirement to reissue drawings, etc. and for a further period where comments are made on previously issued drawings, etc.
- Where and to the extent that the programme implications for work which is not defined are impossible to assess, the Contractor should exclude it from his programme and confirm this when submitting the programme.

#### 500 TENDER STAGE METHOD STATEMENTS

- Method statements: Prepare, describing how and when the following is to be carried out:
  - Site setup
  - Access to and from site/deliveries
  - Protection of car park and public space surfaces
  - Excavations and disposal of materials off site
  - Control of material deliveries
  - Site security
  - Any statutory undertaker's work required within public car park
  - Provision for operatives car parking
  - Plant and machinery manoeuvring and security
- Statements: Submit within one week of request.

#### 510 ALTERNATIVE METHOD TENDERS

- In addition to the required complaint bid and at the same time as his tender for the Works as defined in the tender documents, the Contractor may, at his discretion, submit alternative method(s) of construction for consideration. Alternatives which would involve significant changes to other work will not be considered.
- Such alternative(s) will be deemed to be alternative tender(s) and each must include a complete and precise statement of the effects on cost and programme.
- Carry out a health and safety risk assessment for each such alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
- Full technical data for each such alternative must be submitted within three days of request together with details of any consequential amendments to the design and/or construction of other parts of the Works.

#### 520 CONTRACTOR'S PROPOSALS

- Proposals: Include the following:
  - Design drawings: To be provided by the Principal Contractor and their appointed designers within one week of request.

- An A4 bound document outlining full details of your contractor's proposals which must confirm that you are able to meet the contracted dates and that you detailed design will be completed in good time for the intended start on site.
  - Your proposals must indicate that you have interpreted the Employers Requirements correctly by way of comprehensive narrative outlining the building in its completed form inclusive of all mechanical and electrical requirements, internal/external elements and landscaping.
  - Provide details of your construction methodology including management of the construction site and surrounding areas as detailed in the performance brief.
  - Information of products/materials and intended finishes to be used on the project inclusive of any equipment, plant and any other requirements of the Employer.
  - Provide Individual work sections including excavations, construction, services installations, structural design and any calculations details.
  - Additional product information is to be provided by the contractor as specified in A31/600.
  - Technical information: Any other technical information to demonstrate the contractor's compliance with the Employer's Requirements.
- Submit: With tender.

#### 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: within one week of request.

#### 550 HEALTH AND SAFETY INFORMATION

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

#### 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.

**595 ENVIRONMENTAL POLICY**

- Employer's Environmental Policy:
  - Location: Appendix M.
  - Evidence of compliance: Submit: within one week of request.

**599 FREEDOM OF INFORMATION**

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

**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: Within one week of request.

**650 STEELWORK AND ALUMINIUM SUBCONTRACTORS**

- All steelwork and aluminium framing subcontractors employed by the Contractor shall be CE marked firms for fabricated steelwork and aluminium structures.

- All steelwork and aluminium framing products installed are required to be appropriately CE marked.
- All products shall comply with BS EN 1090: Execution of steel structures and aluminium structures manufactured and installed by subcontractors certified to the specific building classification

**A31 PROVISION, CONTENT AND USE OF DOCUMENTS****DEFINITIONS AND INTERPRETATIONS****110 DEFINITIONS**

- Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.

**120 COMMUNICATION**

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

**121 CA**

- CA means the person nominated in the Contract as Employer's Agent or his authorised representative. The terms CA and EA are interchangeable in this document.

**122 APPROVAL**

- Approval (and words derived therefrom) means the approval in writing of the CA unless specified otherwise.

**130 PRODUCTS**

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

**135 SITE EQUIPMENT**

- Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

**140 DRAWINGS**

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

**145 CONTRACTOR'S CHOICE**

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

**150 CONTRACTOR'S DESIGN**

- Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.

**155 SUBMIT PROPOSALS**

- Meaning: Submit information in response to specified requirements.

**160 TERMS USED IN SPECIFICATION**

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.
- Supply and fix: As above, but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

**170 MANUFACTURER AND PRODUCT REFERENCE**

- Definition: When used in this combination:
  - Manufacturer: The firm under whose name the particular product is marketed.
  - Product reference: The proprietary brand name and/ or reference by which the particular product is identified.
- Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

**200 SUBSTITUTION OF PRODUCTS**

- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including:
  - manufacturer and product reference;

- cost;
  - availability;
  - relevant standards;
  - performance;
  - function;
  - compatibility of accessories;
  - proposed revisions to drawings and specification;
  - compatibility with adjacent work;
  - appearance;
  - copy of warranty/ guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
  - Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

#### 210 CROSS REFERENCES

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

#### 220 REFERENCED DOCUMENTS

- Conflicts: Specification prevails over referenced documents.

#### 230 EQUIVALENT PRODUCTS

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

#### 240 SUBSTITUTION OF STANDARDS

- Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.
- Before ordering: Submit notification of all such substitutions.
- Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

#### 250 CURRENCY OF DOCUMENTS AND INFORMATION

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

#### 260 SIZES

- General dimensions: Products are specified by their co-ordinating sizes.
- Timber: Cross section dimensions shown on drawings are:

- Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
- Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

**265 FIXING ONLY, LAYING ONLY**

- Fixing only, laying only or the like means, in respect of goods or materials to be provided, identifying required quantities, taking delivery, unloading, getting in, unpacking, storing, hoisting, distributing, assembling as necessary and fixing in required position and for returning empty cases, wrappings etc. carriage paid. The Contractor will be held responsible for any loss, damage or breakage after delivery and will be required to replace lost or damaged goods at his own expense.

**DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER****410 ADDITIONAL COPIES OF THE DRAWINGS/ DOCUMENTS**

- Additional copies: Free of charge in electronic format.

**440 DIMENSIONS**

- Scaled dimensions: Do not rely on.

**460 THE SPECIFICATION**

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

**DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS****510 CHANGES/ AMENDMENTS TO EMPLOYER'S REQUIREMENTS**

- Contractor's changes to Employer's Requirements: Support request for substitution or variation with all relevant information.
- Employer's amendments to Employer's Requirements: If considered to involve a variation, which has not already been acknowledged as a variation, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after the variation has been carried out, may not be allowed.
- Submit: insert number of copies required.

**515 REQUIREMENTS OF FUNDS**

- The Contractor shall allow for providing the Employer with all necessary information to satisfy any funding body as to the design and specification of the works. Include for providing three copies of all relevant drawings and specifications.
- Allow for providing copies of all documentation to the tenant.

**525 CAPITAL ALLOWANCES**

- Allow for providing the Employer with all necessary information to enable the Employer, fund or purchaser to apply for any capital allowances or grants which may be available, together with any requisite number of copies of all relevant drawings, specifications, etc.

**600 CONTRACTOR'S DESIGN INFORMATION**

- Master programme: Make reasonable allowance for completing design/production

information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and re-inspection.

- Information required: All completed design information.
  - Format: Electronic and hard copy.
  - Number of copies: 3.
- Submit: Within one week of request.

#### 620 AS BUILT DRAWINGS AND INFORMATION

- General: Provide the following Drawings/ information: - a complete set of all up to date and current construction drawings market “As Built by the Principal Contractors’ Designers”.
- Submit: At least two weeks before date for practical completion.

#### 640 MAINTENANCE INSTRUCTIONS AND GUARANTEES

- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- Information location: In Building Manual.
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: 24 hours 7 days a week.

#### 650 ENERGY RATING CALCULATION

- Calculation documentation:
  - Number of copies: 2 copies.
  - Deliver to: Energy Performance Certificate Assessor and also lodge in the Building Manual.

**DOCUMENT/ DATA INTERCHANGE**

850 ELECTRONIC DATA INTERCHANGE (EDI)

- Data: Types and classes of communication: All contractual data
- Parties: Between: Employer, Employer's Agent and Principal Contractor
- Requirements: One week of request in electronic format.

## **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.

#### **115 CONSIDERATE CONSTRUCTORS SCHEME**

- Registration: Before starting work, register the site and pay the appropriate fee:
- Contact:
  - Address: Considerate Constructors Scheme Office, PO Box 75, Great Amwell, Ware, Hertfordshire, SG12 0YX.  
Tel. 01920 485959.  
Fax. 01920 485958.  
Free phone 0800 7831423  
Web. [www.ccscheme.org.uk](http://www.ccscheme.org.uk)  
E mail. [enquiries@ccscheme.org.uk](mailto:enquiries@ccscheme.org.uk)
- Standard: Comply with the Scheme's Code of Considerate Practice.
  - Minimum compliance level: Excellent.

#### **116 CONDUCT**

- The Contractor will be held responsible for the behaviour of his employees and those of his sub-contractors at all times. The Employer reserves the right to permanently exclude from the Works, any person causing nuisance or embarrassment to tenants or members of the general public.

#### **118 FREIGHT VEHICLE SAFETY REQUIREMENTS**

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

- Submittal date: With tender.

**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.

**125 INSURANCE REQUIREMENTS**

- All insurance policies required under the Contract, whether individual policies, or extensions of general policies may need to be suitably endorsed to record the name of the scheme and the interest of any lending body, if required, in addition to that of the Employer.
- The Contractor is specifically required to confirm and provide details of the Professional Indemnity Insurance carried by all persons responsible for the building design and this is to include each and every individual firm employed by him as part of his design team. The Contractor is to maintain an annually renewable policy which is to be kept in force for as long as the Contractor may have a liability to the Employer.
- 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 person or property arising out of the Works, the Contractor shall forthwith give notice in writing to the CA and the Insurers. The Contractor is to fully indemnify the Employer against any loss which may be caused by the Contractor's failure to give such notice.

**130 INSURANCE CLAIMS**

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

**140 CLIMATIC CONDITIONS**

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

**150 OWNERSHIP**

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

**PROGRAMME/ PROGRESS****210 PROGRAMME**

- Master programme: 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.

#### 220 SUBMISSION OF PROGRAMMES

- 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

#### 240 COMMENCEMENT OF WORK

- Notice: Before the proposed date for commencement of work on site give minimum notice of two weeks.

#### 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.

#### 260 SITE MEETINGS

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: 2 weekly.
- Location: On site.
- Accommodation: Ensure availability at the time of such meetings.
- Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
- Chairperson (who will also take and distribute minutes): Employers Agent.

#### 280 PHOTOGRAPHS

- Number of locations: 4 (four) this will be the public car park, the site area and the site compound areas.
- Frequency of intervals: once weekly.
- Image format: JPEG or BMP File of at least 600dpi.
- Number of images from each location: 10 (ten)
- Other requirements: None.

**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): 4 weeks.

**295 ADVERSE WEATHER**

- Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.

**CONTROL OF COST****410 CASH FLOW FORECAST**

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

**420 REMOVAL/ REPLACEMENT OF EXISTING WORK**

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

**430 ESTIMATED COST OF VARIATIONS**

- Allow for administration of the Variation Enquiry process, including all management and overhead costs.

**440 MEASUREMENT**

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

**460 INTERIM PAYMENTS**

- Application by Contractor: If made under Conditions of Contract clause 4.9 include details of amounts considered due together with all supporting information.

**470 PRODUCTS NOT INCORPORATED INTO THE WORKS**

- Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.
- Evidence: When requested, provide evidence of freedom of reservation of title.

**475 LISTED PRODUCTS STORED OFF SITE**

- Evidence of Title: Submit reasonable proof that the property in 'listed items' is vested in the Contractor.
- Include for products purchased from a supplier:
  - A copy of the contract of sale and a written statement from the supplier that any conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to any encumbrance or charge.
- Include for products purchased from a supplier by a subcontractor or manufactured or assembled by any subcontractor:

- Copies of the subcontract with the subcontractor and a written statement from the subcontractor that any conditions relating to the passing of property have been fulfilled.

**480 LABOUR AND EQUIPMENT RETURNS**

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

**490 FINAL MEASURED ACCOUNT**

- The Contractor may be required to produce invoices, wage sheets, etc., after the final account has been agreed, to enable the account to be audited and he is therefore to maintain appropriate records for this purpose.

## **A33 QUALITY STANDARDS/ CONTROL**

### **STANDARDS OF PRODUCTS AND EXECUTIONS**

#### **110 INCOMPLETE DOCUMENTATION**

- General: Where and to the extent that products or work are not fully documented, they are to be:
  - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
  - Suitable for the purposes stated or reasonably to be inferred from the project documents.
  - Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

#### **120 WORKMANSHIP SKILLS**

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

#### **130 QUALITY OF PRODUCTS**

- Generally: New. (Proposals for recycled products may be considered).
- Supply of each product: From the same source or manufacturer.
- Whole quantity of each product required to complete the Works: Consistent 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.

#### **140 COMPLIANCE**

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

- Test results.
- Identity of testing agency.
- Test dates and times.
- Identities of witnesses.
- Analysis of results.

**145 PROTECTION OF PRODUCTS**

- Prevent excessively high or low temperatures and rapid changes of temperature in the products.
- Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
- Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
- Keep different types and grades of products separately and adequately identified.
- So far as possible keep products in their original wrappings, packings or containers 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 products/materials.

**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.

- Agreement certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

#### 180 WATER FOR THE WORKS

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

### **SAMPLES/ APPROVALS**

#### 210 SAMPLES

- Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
  - To an express approval refer to Architect's Performance Specification.
  - To match a sample expressly approved as a standard for the purpose.

#### 220 APPROVAL OF PRODUCTS

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

#### 225 SPECIFIC SAMPLES

- The Contractor is to provide the following samples:-
  - (a) 3 nr 1.575 wide x 2.025 m high brickwork and blockwork panels incorporating facing bricks, contrast courses and architectural masonry in various mortar colours and pointing.
  - (b) Concrete slump and cube tests, mortar tests etc., as detailed in Engineers Specification.
  - (c) Topsoil analysis as required for the design of the landscape works.
  - (d) A finishes board giving samples of proposed vanity unit colours, finishes colours and samples of selected ironmongery. This should be prepared in good time to obtain comments from the CA and Employer prior to the order of materials.
  - (e) External materials for cladding walls and windows / doors.

#### 230 APPROVAL OF EXECUTION

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.

- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

#### 235 APPROVAL OF IMPORTED GRANULAR/FILL MATERIALS

- Before importing fill material to site, submit the following information to the Employers Agent/CA and seek approval before continuing;
  - What quantity is to be imported
  - Proposed purpose and programme for import
  - Confirmation that the material is a recycled aggregate or quarried source
  - If recycled, confirmation of its primary components (concrete, bituminous materials etc.) and the absence of deleterious materials (organic, plaster, paper, wood and other such waste materials)
  - Chemical testing – because of the wide variety of source of recycled aggregate, chemical testing is required to demonstrate minimal impact by hazardous substances and its suitability for use. A standard suite of testing should be undertaken including metals, PAH and petroleum hydrocarbons and more especially asbestos
  - The frequency of testing should be commensurate with the volume of material to be imported and its source
  - Certification of compliance with WRAP protocol

### **ACCURACY/ SETTING OUT GENERALLY**

#### 310 ACCURACY OF INSTRUMENTS

- Accuracy in measurement: Use instruments and methods described in BS 5606, Appendix A:

#### 320 SETTING OUT

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

#### 330 APPEARANCE AND FIT

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

#### 340 CRITICAL DIMENSIONS

- Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.
- Location: Detailed on drawings
- 001 HFCH/2016/002 Rev A – 15/05/17
- 002 HFCH/2016/001 Rev C - 23/08/17

**350 LEVELS OF STRUCTURAL FLOORS**

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

**360 RECORD DRAWINGS**

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

**SERVICES GENERALLY****410 SERVICES REGULATIONS**

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

**420 WATER REGULATIONS/ BYELAWS NOTIFICATION**

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

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

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

**435 ELECTRICAL INSTALLATION CERTIFICATE**

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

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

- Before the completion date stated in the Contract: Submit a certificate stating:

- The address of the premises.
  - A brief description of the new installation and/ or work carried out to an existing installation.
  - Any special recommendations or instructions for the safe use and operation of appliances and flues.
  - The Contractor's name and address.
  - A statement that the installation complies with the appropriate safety, installation and use regulations.
  - The name, qualification and signature of the competent person responsible for checking compliance.
  - The date on which the installation was checked.
- Certificate location: within the Health and Safety file and/or Building Manual see Section A37.

#### 450 MECHANICAL AND ELECTRICAL SERVICES

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

### **SUPERVISION/ INSPECTION/ DEFECTIVE WORK**

#### 510 SUPERVISION

- General: In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.
- Replacement: Give maximum possible notice before changing person in charge or site agent.

#### 520 COORDINATION OF ENGINEERING SERVICES

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

#### 535 OVERTIME WORKING

- The Contractor shall include in his tender and programme for all overtime working necessary to comply with the Contract completion date. Payment for overtime will not be recoverable unless specifically ordered in writing by the CA.
- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
  - Minimum period of notice: 2 working days.
- Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

**540 DEFECTS IN EXISTING WORK**

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

**550 ACCESS FOR INSPECTION**

- Removal: Before removing scaffolding or other facilities for access, give notice of not less than 2 weeks before practical completion.

**560 TESTS AND INSPECTIONS**

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

**570 AIR PERMEABILITY**

- Testing organization: UKAS accredited and registered with the Air Tightness Testing and Measurement Association (ATTMA).
- Method:
  - Pressure test in accordance with the Mechanical and Electrical design brief.
- Standard:
  - Design Air tightness value (maximum): As above
- Results:
  - Content: Include test results and all supporting data.
  - Copies: Required for building control inspection and inclusion in Building Manual.
  - Electronic deposit: Through the ATTMA lodgement database.
  - Additional copies: Provide on request.

**580 CONTINUITY OF THERMAL INSULATION**

- Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to specification. Include:
  - The address of the premises.
  - The Contractor's name and address.
  - The name, qualification and signature of the competent person responsible for checking compliance.
  - The date on which the installation was checked.
- Submit: Before completion of the Works.
- Copy: To be lodged in the Building Manual.

**590 RESISTANCE TO PASSAGE OF SOUND**

- Method: Robust standard details.
- Compliance: Submit results of testing and notifications.
  - Copies: Incorporate in the Building Manual.

**595 ENERGY PERFORMANCE CERTIFICATE**

- Assessment: Undertaken by a member of an approved accreditation scheme. Submit details of scheme name and evidence of qualifications when requested.
  - Building Type: Non-dwelling
  - Method: SBEM.
- Format:
  - Certificate: To be incorporated in the Building Manual.
  - Report: Electronic format.
- Submit: Before the date for practical completion stated in the contract.

**610 PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS/ EXECUTIONS**

- Proposals: Immediately any execution or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

**620 MEASURES TO ESTABLISH ACCEPTABILITY**

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

**630 QUALITY CONTROL**

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

**635 CCTV SURVEY**

- The Contractor is to allow for a full CCTV survey of the final drainage installation including all branches to gullies, downpipes etc. and any internal drainage. Make good any deficiencies or damage highlighted by the report.

**WORK AT OR AFTER COMPLETION**

## 710 WORK BEFORE COMPLETION

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

## 720 SECURITY AT COMPLETION

- General: Leave the Works secure with, where appropriate, all accesses closed and locked.
- Keys: Account for and adequately label all keys and hand over to Employer with itemized schedule, retaining duplicate schedule signed by Employer as a receipt.

## 735 MAKING GOOD DEFECTS

- Remedial work: Arrange access with Mrs Sue Coulson, Clerk of the Parish Council or a representative thereon. See clause A10/120.
- Rectification: Give reasonable notice for access to the various parts of the Works.
- Work that the Employer's Agent requires to be rectified immediately must be undertaken within 7 days of receipt of an instruction from the Employer's Agent, otherwise the Employer will arrange for the work to be carried out by others at the Contractor's expense. In the case of Emergency Defects, however, the following special arrangements will apply.
- Completion: Notify when remedial works have been completed.

## 737 EMERGENCY DEFECTS

- Notwithstanding any other provisions of the Form of Contract, certain emergency repairs relating to items listed below and reported during the Defects Liability Period shall be dealt with within 24 hours of notification:
  - (a) Failure of electrical installation (provided bulbs and fuses have first been checked)
  - (b) Burst water pipes or other ingress of water.
  - (c) Blocked drains and WC
  - (d) Defects generally that may cause injury to the public e.g. dangerous paving, broken manhole covers
  - (e) Defective locks
  - (f) Defective heating or hot water installation

If a negative reply is received from the Contractor, others will be instructed to carry out the repair and the cost thereof will be deducted from the Final Account

**740 HIGHWAY/ SEWER ADOPTION**

- Work to be adopted under the Highways Act, Section 38, or the Roads (Scotland) Act, Section 16 to 18, or the Water Industry Act, Section 104: Description: All above and below ground foul and storm water drainage.
- Work for adoption must be:
  - Completed by the Contractor to the satisfaction of the Highway/ Sewer Authorities before the certificate stating the Works are complete is issued.
  - Subject to a Defects Liability/ Rectification Period of 12 months (see Appendix to the Contract/ Contract Particulars).
  - Maintained during the Defects Liability/ Rectification Period, including making good of damage due to reasonable wear and tear occurring during the Period and cleaning at the end of the Period, all to the satisfaction of the Highway/ Sewer Authorities.

**750 LICENCE**

- The Contractor shall obtain a licence from the Local Authority to carry out any works necessary in the public highway including serving notice on the Statutory Undertakers with regard to their existing and proposed services and bear all costs arising.

## **A34 SECURITY/ SAFETY/ PROTECTION**

### **SECURITY, HEALTH AND SAFETY**

#### **110 PRECONSTRUCTION INFORMATION**

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

#### **120 EXECUTION HAZARDS**

- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: The design of the project includes the following:
  - Hazard: As stated in the pre-construction information pack.

#### **140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN**

- Submission: Present to the Employer/ Client no later than 2 weeks prior to commencement on site and approved by the Principal Contractors appointed Health and Safety representative.
- 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: Allow for night security as stated in the tender documents.

#### **160 STABILITY**

- Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.
- Design loads: Obtain details, support as necessary and prevent overloading.

#### **170A OCCUPIED PREMISES**

- Extent: Existing buildings in the surrounding area will be occupied and/or used during the Contract as follows: Cedar Mews Nursing Home, the One Shop retail outlet, public car parking and all the surrounding residential properties and recreational areas.

- 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, the Contractor shall be deemed to have allowed for the costs of this within his tender.

#### 190 OCCUPIER'S RULES AND REGULATIONS

- Compliance: Conform to the occupier's rules and regulations affecting the site.
- Copies:
  - Location: Public car park as set out in the Licence to Occupy agreement.
  - Arrangements for inspection: As set out in the above agreement.

#### 200 MOBILE TELEPHONES AND PORTABLE ELECTRONIC EQUIPMENT

- Restrictions on use: - For works purposes only.

#### 210 EMPLOYER'S REPRESENTATIVES SITE VISITS

- Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

### **PROTECT AGAINST THE FOLLOWING**

#### 310 EXPLOSIVES

- Use: Not permitted

#### 310 EXPLOSIVES

- Use: Permitted subject to obtaining prior permission including the police, Local Authority and any site establishment authorities.
- Restrictions:
  - Agree locations and times of use.
  - Comply with BS 5607.
  - Ensure that explosive charges are not excessive, charged bore holes are properly protected and proper precautions are taken for the safety of persons and property.

#### 315 DELETERIOUS MATERIALS

- The materials to be incorporated into the Works shall be in accordance with the guidance for good practice in the selection of materials set out in the publication entitled "Good Practice in the Selection of Materials" issued by Ove Arup and Partners.

#### 330 NOISE AND VIBRATION

- Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
- Noise levels from the Works: Maximum level: 85 dB(A) when measured from public road.
- Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

- Restrictions: Do not use:
  - Percussion tools and other noisy appliances without consent during the hours of before **8.00 am and after 6.00 pm**
  - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

**340 POLLUTION**

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

**345 CONTROL OF NOISE AND POLLUTION**

- The Contractor's attention is drawn to the provisions of Section 60 of the Control of Pollution Act 1974 with reference to the control of noise in relation to any demolition or constructions work and the need, particularly where such works are adjacent to occupied property where a high sensitivity to noise may be anticipated, to ascertain what requirements or restrictions, if any, shall apply to the works in this respect. The restrictions may relate to the type of plant to be used, the methods of working to be adopted, the hours of working permissible and may in addition impose a maximum noise level at the site boundary which must not be exceeded.
- The Contractor's attention is also drawn to the provisions of Section 61 of the Control of Pollution Act 1974, with reference to the issue of prior consent and any application under that Section should be made to the appropriate department.
- The Contractor will be held responsible for complying with such requirements, restrictions or consents together with any other stipulations to which his attention may be drawn from time to time by the competent Authorities and is to allow in his tender for any costs or expenses arising from such compliance. Any instruction issued to the Contractor by the CA or his authorised representatives shall not relieve the Contractor from compliance with the Control of Pollution Act 1974.

**350 PESTICIDES**

- Use: Not permitted.

**360 NUISANCE**

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

**370 ASBESTOS CONTAINING MATERIALS**

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

**371 DANGEROUS OR HAZARDOUS SUBSTANCES**

- Duty: Report immediately suspected materials discovered during execution of the Works.
  - Do not disturb.

- Agree methods for safe removal or remediation.

**380 FIRE PREVENTION**

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

**390 SMOKING ON SITE**

- Smoking on site: Not permitted.

**400 BURNING ON SITE**

- Burning on site: Not permitted.

**410 MOISTURE**

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

**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.

**445 ELECTROMAGNETIC INTERFERENCE**

- Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.
- Take steps to ensure that there is no interference to systems within or outside the buildings. If an electromagnetic survey is required this is to be carried out by the Contractor at no additional cost.

**450 LASER EQUIPMENT**

- Construction laser equipment: Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.
- Class 1 or Class 2 laser equipment: Ensure laser beam is not set at eye level and is terminated at the end of its useful path.
- Class 3A and Class 3B laser equipment: Do not use without approval and subject to submission of a method statement on its safe use.

**460 POWER ACTUATED FIXING SYSTEMS**

- Use: Not permitted.

**PROTECT THE FOLLOWING**

**510 EXISTING SERVICES**

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

**520 ROADS AND FOOTPATHS**

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

**530 EXISTING TOPSOIL/ SUBSOIL**

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

**540 RETAINED TREES/ SHRUBS/ GRASSED AREAS**

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

**555 WILDLIFE SPECIES AND HABITATS**

- **General:** Safeguard the following: bats and newts.
- **Protected habitats and species:** Upon discovery immediately advise. Do not proceed until instruction is received.
- **Education:** Ensure employees and visitors to the site receive suitable instruction and awareness training.

**560 EXISTING FEATURES**

- **Protection:** Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.
- **Special requirements:** As set out in the Licence to Occupy.

**620 ADJOINING PROPERTY**

- **Agreement:** Access to and/ or use of the following has been agreed with adjacent owners: J Jelley & Sons Limited – see Licence to Occupy agreement.
- **Permission:** Obtain as necessary from other owners if requiring to erect scaffolding on or otherwise use adjoining property.

**625 ADJOINING PROPERTY RESTRICTIONS**

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

**630 EXISTING STRUCTURES**

- **Duty:** Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- **Supports:** During execution of the Works:
  - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining that may be endangered or affected by the Works.

- Do not remove until new work is strong enough to support existing structure.
- Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.
- Standard: Comply with BS 5975 and BS EN 12812.

**640 MATERIALS FOR RECYCLING/ REUSE**

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

**650 SCHEDULE OF CONDITION**

- The Contractor is to allow for preparing their own schedule of condition of the existing roads, car park surfaces, paving's and boundaries which may be effected by the Works, include photographs and video support as appropriate prior to commencement of the Works. Three copies of the Schedule are to be provided to the Project Manager within one week of commencement.

**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.

130 METHOD/ SEQUENCE OF WORK

- Specific Limitations: Include allowance for the following in the programme: - vehicle/plant access and egress to and from the site/site compound areas, including any ground protection, banksman for traffic control and wheel washing facilities and sub contractors' parking arrangements.

140 SCAFFOLDING

- Scaffolding: Make available to subcontractors and others at all times.

160 USE OR DISPOSAL OF MATERIALS

- Specific limitations: The site is restricted in size and therefore all excavated materials should be removed from site during the operation.

170 WORKING HOURS

- Specific limitations: 07.30 – 18.00 Monday - Friday

**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**

210 ROOM FOR MEETINGS

- Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit.

220 SITE ACCOMMODATION

- Purpose: Site Manager's office and welfare facilities.
- Facilities: Provide and obtain approval of suitable lockable temporary accommodation and facilities as follows:
  - Status: be part of the Contractor's own accommodation
  - Location: within site compound.
  - Floor area: suitable for 6-8 operatives inclusive of sanitary, WC and washing facilities.
  - Furniture and equipment: benches and chairs.
  - Temperature control: summer and winter temperatures to be maintained.
  - Lighting: To comply with HSG 38- Lighting at Work
  - Services: Standard oasis fit out inclusive of sink, hot and cold water and power.
  - Sanitary facilities: WC and washing.
  - Consumables: Soap and towels.
  - Attendance: Once weekly.

260 SANITARY ACCOMMODATION

- Requirement: Provide sanitary accommodation for the Employer/Purchaser, and other members of the consultant team, either separate or shared with the Contractor's supervisory staff. Maintain in clean condition and provide all consumables.

270 ACCOMMODATION/ LAND NOT INCLUDED IN THE SITE

- General: The following may be used for the duration of the Contract without charge provided that:
  - It is used solely for the purposes of carrying out the Contract work.
  - The use to which it is put does not involve undue risk of damage.
  - Any temporary adaptations are approved by or on behalf of the Employer/ Purchaser before being carried out.
  - It is vacated on completion of the contract work or determination of the Contract.
  - When vacated, its condition is at least equivalent to its condition at the start of the Contract.

- The accommodation/land: Grassed and footpath area facing Cedar Mews as indicated on plan reference 004 Site Compound (1\_2) Rev B as allowable under GPDO 2015 (see Architects Brief and PCIP).
- The two car parking spaces within the public car park as highlighted on the aforementioned plan and in the Licence to Occupy.
- Available services: None.

**280 ACCOMMODATION USE/ LOCATION**

- Restrictions:
  - Location: public car parking areas
  - Timing: daily between working hours.

**TEMPORARY WORKS****310 ROADS**

- Permanent roads, hard standings and footpaths on the site: The following may be used, subject to clause A34/520:
  - Details: The public car park area shown within the Licence to Occupy.
  - Restrictions on use: For the construction site compound and daily access and egress from the site during the works.
  - Protective or remedial measures: Provide surface protection to all the site compound and surrounding surface areas affected by the works.

**320 TEMPORARY WORKS**

- Employer's specific requirements: Provide: Protection measures to protect those accessing the public car park, temporary closures of public footpaths and steps adjacent construction areas. Works involving installation of services.

**330 TEMPORARY PROTECTION TO EXISTING TREES/ VEGETATION**

- Temporary protection: Provide before starting work any trees the in locations shown on drawing **004 Site Compound (1\_2) Rev B**.
- Protective barriers and any other relevant physical protection measures: To BS 5837.
- Design details of the proposed physical means of protection: including warning and directional signage/barriers and warning information.
- Areas of structural landscaping to be protected from construction operations: Hallam Fields Walk and the hard and soft recreational areas facing Cedar Mews to be accessed from Tithe Close.
- Integrity of protection: Maintain for the duration of the Works. Remove on completion of the works and make good all disturbed area.

**340 NAME BOARDS/ ADVERTISEMENTS**

- Name boards/ advertisements: Permitted.

**345 ADVERTISEMENTS**

- The sole right of advertising upon or adjacent to the property or on any land or building used in connection with the work or on any poles, hoarding or apparatus whatsoever forming part of or incidental to the works is reserved to the Employer, and the Contractor

shall not, without the consent in writing of, the CA erect or display any notice, writing or advertisement.

- The Contractor or any subcontractor shall not give any information concerning the works for publication in the press or for broadcast on radio, television or cinema or elsewhere without the prior written approval of the Employer.

## **SERVICES AND FACILITIES**

### **410 LIGHTING**

- Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.

### **440 MOBILE TELEPHONES**

- Direct communication: As soon as practicable after the start on site:
  - provide the Contractor's person in charge with a mobile telephone.
  - pay all charges reasonably incurred.

### **550 THERMOMETERS**

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

### **570 PERSONAL PROTECTIVE EQUIPMENT**

- General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:
  - Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 8.
  - High visibility waistcoats to BS EN ISO 20471 Class 2. Number required: 8
  - Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 8
  - Disposable respirators to BS EN 149.FFP1S.
  - Eye protection to BS EN 166.
  - Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2
  - Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.

## A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

### GENERALLY

#### 110B THE BUILDING MANUAL

- Purpose: The Manual is to be a comprehensive information source and guide for owners and users of the completed Works. It should provide an overview of the main design principles and describe key components and systems to enable proper understanding, efficient and safe operation and maintenance.
- Scope:
  - Part 1: General: Content as clause 120.
  - Part 2: Fabric: Content as clause 130.
  - Part 3: Services: Content as clause 140.
  - Part 4: The Health and Safety File: Content as clause 150.
  - Part 5: Building User Guide: [Content as clause 151]
- Responsibility: The Building Manual will be created by the Contractor and to be complete no later than Practical Completion.
- Information provided by others: Details: to requirements of Principal Designer.
- Compilation:
  - Prepare all information for Contractor designed or performance specified work including as-built drawings.
  - Obtain or prepare all other information to be included in the Manual.
- Reviewing the Manual: Submit a complete draft to the Principal Designer. The Principal Designer / Design Team will review and make comment on the Manual. The Contractor shall address the Principal Designer's / Design team's comments and make the amendments, once amendments are completed, resubmit to the Principal Designer. **Do not proceed with production of the final copies until authorised.**

#### 111 DRAFT COPIES OF THE MANUAL

- Delivery: To Client's Project Manager or the Principal Designer by 4 weeks before the date of completion of the Contract. This will allow the design team to review and make comment and allow the Principal Designer to compile the Health & Safety File.

#### 112 FINAL COPIES OF THE MANUAL

- Latest date for submission: 2 weeks before the date for completion stated in the Contract.
- As-built drawings and schedules:
  - Number of copies: one set of A3 paper and three sets (DWG & PDF) on disk.

#### 113 REQUIRED

- The compilation of the Operation and Maintenance Manuals is to be undertaken by the Contractor. The files will be reviewed by the Principal Designer prior to the file being provided to the Client (The Contract Employer) in strict accordance with requirement of the CDM Regulations
- Final copies of the Manual:
  - Provide the Clients' Project Manager with 1 'hard' master copy for the whole scheme

and if the construction of the units is applicable to this project, then 1 hardcopy shall be produced per unit.

- Provide the Clients' Project Manager with 3 electronic master copies for the whole scheme and 1 electronic copy per unit or other section as below.

#### 120A CONTENT OF THE BUILDING MANUAL PART 1: GENERAL

- Content: Obtain and provide the following, including all relevant details not included in other parts of the manual:
  - Index: list the constituent parts of the manual, together with their location in the document.
  - The Works:
    - Description of the building(s) or structure(s) and facilities - Input from all design team
    - Health and Safety information – other than that specifically required by the Construction (Design and Management) Regulations.
  - The Contract:
    - Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.
    - Overall design criteria (including design limitation) - Input from all design team – include Civils (details of private road or public rights of way road), Construction, Electrical & Mechanical, Environmental, Refurbishment, Remediation, Earthworks & Demolition Specifications – if applicable.
    - Environmental performance requirements
    - Site investigation & validation report – On CD only
    - Relevant authorities, consents and approvals. Include copy of planning tracker - completed copy
    - Third party certification, such as those made by competent persons in accordance with the Building Regulations
  - Operational requirements and constraints of a general nature:
    - Maintenance contracts and contractors.
    - Fire safety strategy for the building(s) or structure(s) and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors location of emergency alarm and firefighting systems, services, compartmentalisation drawing, fire hydrant points and drawing, shut off valves switches, isolation points, etc.
    - Emergency procedures and contact details in case of emergency.
  - Description and location of other key documents.
  - Maintenance Requirements:
    - Maintenance Schedule
    - Maintenance of Fire Protection to Structure.
    - High Risk Maintenance Issues
    - Emergency Contact List.
    - Specialist (Non-user) Maintenance Requirements
    - Cleaning Requirements – Whole Scheme – Table Format

- Finishes Schedule
- Materials Schedule
- Ironmongery Schedule
- Key Schedule
- Training Schedule

#### 130A CONTENT OF THE BUILDING MANUAL PART 2: BUILDING FABRIC

- Content: Obtain and provide the following, including all relevant details not included in other parts of the manual:
- Detailed design criteria, including:
  - Floor and roof loadings - Including structural calculations - On CD only.
  - Durability of individual components and elements.
  - Loading restrictions.
  - Insulation values.
  - Meter locations / serial numbers / meter readings / service provider details
  - Fire ratings.
  - Fire statement, stating all fire protection is as installed to the fire strategy drawing - On Company Letterhead.
  - Asbestos / harmful materials statement, stating no harmful materials was used on this project – On Company Letterhead – if harmful material was used or left on site, **provide safety measures**.
  - Other relevant performance requirements.
- Construction of the building:
  - A detailed description of methods and materials used.
  - As-built drawings recording the construction, together with an index.
  - Information and guidance concerning repair, replacement, renovation or demolition/ deconstruction (include plant and equipment).
- Periodic building maintenance guide chart.
- Inspection reports.
- Manufacturer's instructions index, including relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.
- Fixtures, fittings and components schedule and index.
- Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.
- Test certificates and reports required in the specification or in accordance with legislation, including (the Contractor shall provide a separate A4 four ring binder folder with copies of all the certificates, guarantees, warranties, test results, commissioning information):
  - Air permeability.
  - Resistance to passage of sound.
  - Continuity of insulation.
  - Electricity and Gas safety

- Additional Certificates / Information Required:
  - Planning Application Permission (including section 106 notice – drainage and section S38 and s278 notice approvals)
  - Signage Planning Application
  - Confirmation Conditions have been Discharged – include Planning Tracker
  - Building Regulations Approval
  - Building Completion Certificate
  - Certificate of Practical Completion
  - Building Management System
  - Electrical Completion Certificates
  - Emergency Lighting Certificate
  - Fire Alarm Certificate
  - Fire Protection Certificate
  - Intruder Alarm Certificate
  - Lightning Protection Certificate
  - Lift and Lifting Beam Test Certificate
  - Mechanical Test Certificates
  - Energy Performance Certificate
  - SBEM Calculations
  - Chlorination Certificate
  - All fuse boards labelled and correct
  - Gas Tightness Certificate
  - Pipe work tests for soil stacks
  - Pipe work test for rainwater installation
  - Underground drainage tested including video
  - Confirmation of telephone lines are correctly located and functioning
  - Man Safe Certificate
  - Cladding Certificate
  - Roof Certificate
  - Doors / Windows / Curtain Walling Warranty
  - Fire Alarm Cause and Effect Schedule
  - Legionella Risk Assessment
  - Lux Levels Certificate
  - Leak Detection information
  - Design Access Statement
  - Schedule of spares as required under the Contract
  - Window Cleaning Method Statement
  - Confirmation of 12 months Maintenance Contracts – M&E, Lift, Fire Alarm
  - Standby Generator Installation / Test Certificate
  - Confirmation on the Completion of all Warranties required by the Contract
  - Acoustic Test and Certificate

- Air Tight Test and Certificate
- Methane / Gas Detection Commissioning Certificate
- Emergency Contact information
- Street Lighting (include car park) Certificate
- Highways snagging list (including written approval of snagging is complete)
- Environmental Agency Approval
- Crash Barriers Information
- Redundant / Disconnection Services Certificates
- Waste Transfer Notes
- 6F2 Results
- Contamination Certificates
- Bunding Information
- Water Monitoring Results
- Air Monitoring Results
- Demolition Information
- All Road Safety Audit Reports
- Statement stating the third party proposing adoption has ownership rights
- Suitably built and meets design standards information (e.g. Road layout and alignment)
- Information on what is being adopted
- Section 80 notice approval
- Levels information
- Topological information
- Materials (including hazardous) left on site information
- Survey of obstacles left on site
- Survey of bore holes information / drawing
- Copy of the help desk form and planned preventative maintenance schedule
- Confirmation from the design consultants on the correct H&S information / As-Built Drawings
- Witness testing / commissioning of services, plant, equipment and works

#### 140A CONTENT OF THE BUILDING MANUAL PART 3: BUILDING SERVICES

- Content: Obtain and provide the following, including all relevant details not included in other parts of the manual:
- Detailed design criteria and description of the systems, including:
  - Services capacity, loadings and restrictions
  - Services instructions.
  - Services log sheets.
  - Manufacturers' instruction manuals and leaflets index.
  - Fixtures, fittings and component schedule index.
- Detailed description of methods and materials used.
- As-built drawings for each system recording the construction, together with an index,

including:

- Diagrammatic drawings indicating principal items of plant, equipment and fittings
  - Record drawings showing overall installation
  - Schedules of plant, equipment, valves, etc. describing location, design performance and unique identification cross referenced to the record drawings.
  - Identification of services – a legend for colour coded services.
- Product details, including for each item of plant and equipment:
    - Name, address and contact details of the manufacturer.
    - Catalogue number or reference
    - Manufacturer's technical literature, including detailed operating and maintenance instructions.
    - Information and guidance concerning dismantling, repair, renovation or decommissioning.
  - Operation: A description of the operation of each system, including:
    - Starting up, operation and shutting down
    - Control sequences
    - Procedures for seasonal changeover
    - Procedures for diagnostics, troubleshooting and fault finding.
  - Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.
  - Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations – including:
    - Electrical circuit tests.
    - Corrosion tests.
    - Type tests.
    - Work tests.
    - Start and commissioning tests.
  - Equipment settings: Schedules of fixed and variable equipment settings established during commissioning.
  - Preventative maintenance: Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems
  - Lubrication: Schedules of all lubricated items
  - Consumables: A list of all consumable items and their source.
  - Spares: A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when replacements are required.
  - Emergency procedures for all systems, significant items of plant and equipment.
  - Annual maintenance summary chart.

#### 150A CONTENT OF THE BUILDING MANUAL PART 4: THE HEALTH AND SAFETY FILE

- Content: obtain and provide the following, including all relevant details not included in

other parts of the manual, including:

- residual hazards and how they have been dealt with
  - outstanding residual risks and control measures
  - hazardous materials used
  - information regarding the removal or dismantling of installed plant and equipment
  - health and safety information about equipment provided for cleaning or maintaining the structure;
  - information and as-built drawings of the structure, its plant and equipment
- Purpose: To provide information about the structure or materials used, which might affect the health or safety of anyone if construction works, (including cleaning, maintenance, alterations, refurbishment and demolition) is carried out. Contractor designed and performance specified work: Obtain or prepare the following and submit to the Principal Designer.
    - Details of key structural principles, including safe working floor and roof loads.
    - Details of construction methods and materials, including COSHH dated sheets, which may present residual hazards.
    - General maintenance instructions including access provision and information about equipment provided for cleaning and maintaining the building fabric.
    - As-built drawings.
  - Other information: Obtain or prepare the following and submit in a format/format to be agreed with the Principal Designer.
    - The nature, location and markings of utilities and services, including emergency and firefighting.
    - Instructions for operation, maintenance, dismantling and removal of equipment and systems.
    - Details of hazards associated with the materials in the construction.
    - Access requirements/restrictions
  - As-Built Drawing Registers.
    - As-Built Architects Drawings
    - As-Built Civil/Structural Engineers Drawings
    - As-Built External Drawings
    - As-Built Electrical and Mechanical Drawings
    - As-Built Landscape Services Drawings
    - Other As-Built Drawings
  - Additional Information
    - All of the design team shall provide a statement on company headed paper stating that all of the as-built Drawings comply with the completion of the works.

#### 151A CONTENT OF THE BUILDING MANUAL PART 5: THE BUILDING USER GUIDE

- Content: Obtain and provide the following:
  - Building services information.
  - Emergency information.
  - Energy & environmental strategy.

- Water use.
  - Transport facilities.
  - Materials & waste policy.
  - Re-fit/ re-arrangement considerations.
  - Reporting provision.
  - Training.
  - Links & references.
- Other specific requirements: Refer to M & E performance brief.
  - Building User Guide:
    - Emergency Shut Down Procedures
    - Main Shut Down Valves / Isolation Points (Gas, Electric, Water etc.).
    - Meter Locations
    - Fire Alarm Codes.
    - Fire Shutter Re-Sets
    - Automatic Doors
    - Lift Alarms/Auto diallers
    - Gas Interlock
    - Building Management System
    - CCTV
    - Water Tanks
    - GSHP
    - Air Conditioning

#### 160A PRESENTATION OF BUILDING MANUAL

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

#### 190A MAINTENANCE SERVICE

- Scope; provide a comprehensive maintenance service for the items of plant and equipment: included in the works for the duration of the defects period. Include replacement of consumables.

#### 210 INFORMATION FOR COMMISSIONING OF SERVICES

- General: Submit relevant drawings and preliminary performance data to enable the building user's staff to familiarise themselves with the installation.

- Time of submission: At commencement of commissioning.

**220 TRAINING**

- Objective: Before Completion, explain and demonstrate to designated maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual.
- Operating time: Include a minimum of two days.

**230 SPARE PARTS**

- General: Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock for maintenance of the services installations.
- Content: Include in the priced schedule for:
  - Manufacturers' current prices, including packaging and delivery to site.
  - Checking receipts, marking and numbering in accordance with the schedule of spare parts.
  - Referencing to the plant and equipment list in Part 3 of the Building Manual.
  - Painting, greasing, etc. and packing to prevent deterioration during storage.
- Latest date for submission: 4 weeks prior to Practical Completion.

**250 TOOLS**

- General: Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing.
- Quantity: Two complete sets.
- Time of submission: At completion.

**A40**

**CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF**

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

110 MANAGEMENT AND STAFF

- Cost significant items: \_\_\_\_\_.

**A41**

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

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

110 SITE ACCOMMODATION

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

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

## 110 POWER

- Cost significant items: \_\_\_\_\_.

## 120 LIGHTING

- Cost significant items: \_\_\_\_\_.

## 130 FUELS

- Cost significant items: \_\_\_\_\_.

## 140 WATER

- Cost significant items: \_\_\_\_\_.

## 150 TELEPHONE AND ADMINISTRATION

- Cost significant items: \_\_\_\_\_.

## 160 SAFETY, HEALTH AND WELFARE

- See clause A34/210.
- Cost significant items: \_\_\_\_\_.

## 170 STORAGE OF MATERIALS

- Cost significant items: \_\_\_\_\_.

## 180 RUBBISH DISPOSAL

- See clause A34/430.
- Cost significant items: \_\_\_\_\_.

## 190 CLEANING

- See clause A33/710.
- Cost significant items: \_\_\_\_\_.

## 200 DRYING OUT

- See clause A34/410.
- Cost significant items: \_\_\_\_\_.

## 210 PROTECTION OF WORK IN ALL SECTIONS

- Cost significant items: \_\_\_\_\_.

## 220 SECURITY

- See clause A34/150.
- Cost significant items: \_\_\_\_\_.

## 230 MAINTAIN PUBLIC AND PRIVATE ROADS

- See clause A34/520.
- Cost significant items: \_\_\_\_\_.

240 SMALL PLANT AND TOOLS

- Cost significant items: \_\_\_\_\_.

250 OTHERS

- Heading: \_\_\_\_\_.
- Cost significant items: \_\_\_\_\_.

310 ADDITIONAL SERVICES AND FACILITIES ITEMS

- Heading: \_\_\_\_\_.
- Cost significant items: \_\_\_\_\_.

**A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT**

110 CRANES

- Cost significant items: \_\_\_\_\_.

120 HOISTS

- Cost significant items: \_\_\_\_\_.

130 PERSONNEL TRANSPORT

- Cost significant items: \_\_\_\_\_.

170 PILING PLANT

- Cost significant items: \_\_\_\_\_.

180 PAVING AND SURFACING PLANT

- Cost significant items: \_\_\_\_\_.

**A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS**

120 TEMPORARY WALKWAYS

- Cost significant items: \_\_\_\_\_.

140 SUPPORT SCAFFOLDING AND PROPPING

- Cost significant items: \_\_\_\_\_.

150 HOARDINGS, FANS, FENCING, ETC.

- Cost significant items: \_\_\_\_\_.

160 HARDSTANDING

- Cost significant items: \_\_\_\_\_.

170 TRAFFIC REGULATIONS

- Cost significant items: \_\_\_\_\_.

200 ADDITIONAL TEMPORARY WORKS

- Cost significant items: \_\_\_\_\_.

**A50 WORK/ PRODUCTS BY/ ON BEHALF OF THE EMPLOYER**

120 PRODUCTS PROVIDED BY/ ON BEHALF OF EMPLOYER

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

**A53 WORK BY STATUTORY AUTHORITIES/ UNDERTAKERS**

~~110 WORK BY LOCAL AUTHORITY~~

- ~~• Item: \_\_\_\_\_.~~
- ~~• Description of work: \_\_\_\_\_.~~
- ~~• Provisional Sum: Include: \_\_\_\_\_.~~
- ~~• Allow for general attendance.~~

~~120 WORK BY STATUTORY UNDERTAKERS~~

- ~~• Item: \_\_\_\_\_.~~
- ~~• Description of work: \_\_\_\_\_.~~
- ~~• Provisional Sum: Include: \_\_\_\_\_.~~
- ~~• Allow for general attendance.~~

~~200 PROVISIONAL SUMS~~

- ~~• See A54/105.~~

**A54**  
**PROVISIONAL WORK/ITEMS**

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**A54 PROVISIONAL WORK/ ITEMS**

100 PROVISIONAL SUMS

- The Contractor shall not include any provisional sums in his tender.

**A60 INFORMATION TO BE PROVIDED BY THE CONTRACTOR WITH HIS TENDER****110 THE CONTRACTOR**

- The Contractor is to submit with his lump sum offer detailed design and specification proposals which must respond to the content of these Employer's Requirements and indicate the standard of specification for materials and workmanship where not specifically stated.

**120 THE CONTRACTOR**

- The Contractor shall provide three copies of all drawn and written information and sets of samples.

**130 MINIMUM INFORMATION**

- Provide the following:
  - (a) completed form of tender and appendices
  - (b) detailed master programme (see clause A30:485 and A31:510)
  - (c) method statement (see clause A30:500)
  - (d) statement of quality control resources (see clause A30:540)
  - (e) health and safety information and questionnaire (see clause A30:550)
  - (f) outline health and safety plan (see clause A30:570)
  - (g) details of sub-contractors responsible for design
  - (h) detailed design and specification proposals (see clause A60:110)
  - (i) contract sum analysis (see clause A30:250 and A30:440)

**140 CONTRACTOR'S PROPOSALS**

- If the Contractor's Proposals seek to amend or amplify the Employer's Requirements in any way this should be clearly indicated so that the Employer's decision can be obtained before any Contract is entered into. Failure to do so will be taken to mean that the contents of these Employer's Requirements have been satisfied in all respects.

**150 CONTRACT SUM ANALYSIS**

- The Contractor is to provide an analysis of his lump sum offer in the form of a detailed breakdown of the project together with separate details of design and drawing office charges and a full build-up of his Preliminaries.

**200 PRELIMINARIES**

- The Contractor shall price the Preliminary costs which shall form a fixed price lump sum offer. The rates and prices entered against the items within the Contract Analysis Proforma shall be comprehensive and allow for the following:
- Complying with this Tender Documentation including Employer's Requirements.
- All prices shall be deemed to take account of fluctuations for the full duration of the Contract period.
- Preliminaries shall be priced in details and not be in groups. Items which are not priced shall be deemed to be included elsewhere.

210 OVERHEAD CHARGES AND PROFIT

- The fixed lump sum entered will be deemed to include for all Contractors overheads, expenses, design fees, disbursements, establishment costs, administration costs, off-site services and all items of expenditure related to off-site management and for the Contractors profit.
- If the Contractor does not complete any of the sums / percentages they will be deemed to be priced at NIL.