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|  |  |  |  | (A10) |
|  | **A10** | **PROJECT PARTICULARS** |  |  |
|  |  |  |  |  |
|  | 110 | THE PROJECT: |  |  |
|  |  | Name: RENEWAL OF SINGLE PIPE HEATING SYSTEM AT THE FOREST ACADEMY  Nature: Replacement heating system to the school premises  Location: The Forest Academy, Thornton Road, Barnsley S70 3NG  Length of Contract: 7 weeks  Commencing: 15 July 2019 |  |  |
|  | 120 | EMPLOYER (CLIENT):  Wellspring Academy Trust  Digital Media Centre,  County Way  Barnsley,  South Yorkshire.  S70 2JW  Telephone: 01226 720742 |  |  |
|  |  | All correspondence to be addressed to Adam McDermott, Procurement Manager, Wellspring Academy Trust |  |  |
|  |  |  |  |  |
|  | 131 | PRINCIPAL CONTRACTOR |  |  |
|  |  | The Contractor |  |  |
|  |  |  |  |  |
|  | 141 | PERSON EMPOWERED BY THE CONTRACT TO ACT ON BEHALF OF THE EMPLOYER |  |  |
|  |  | Contract Administrator (hereinafter referred to as CA) |  |  |
|  |  | John Howe |  |  |
|  |  | Site Manager |  |  |
|  |  | The Forest Academy |  |  |
|  |  | Thornton Road  Barnsley  South Yorkshire |  |  |
|  |  | S70 3NG |  |  |
|  |  | Telephone: 01226 284 719 |  |  |
|  |  |  |  |  |
|  | 151 | PRINCIPAL DESIGNER |  |  |
|  |  | Person named under Clause A10/141 |  |  |
|  |  |  |  |  |
|  | 161 | QUANTITY SURVEYOR: |  |  |
|  |  | Person named under Clause A10/141 |  |  |
|  |  |  |  |  |
|  | 191 | CLERK OF WORKS: |  |  |
|  |  | To be appointed by the CA at his discretion |  |  |
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|  |  |  |  | (A11) |
|  | **A11** | **TENDER AND CONTRACT DOCUMENTS** |  |  |
|  |  |  |  |  |
|  | 111 | TENDER DRAWINGS: |  |  |
|  |  | The tender drawings from which this specification has been prepared are listed separately in Appendix A to this section of the Specification |  |  |
|  |  |  |  |  |
|  | 120 | CONTRACT DRAWINGS: |  |  |
|  |  | The Contract Drawings: The same as the tender drawings |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | **A12** | **THE SITE/EXISTING BUILDINGS** |  |  |
|  |  |  |  |  |
|  | 110 | THE SITE: |  |  |
|  |  | Description: The Forest Academy Thornton Road, Barnsley S70 3NG and specifically the areas noted on the drawings. |  |  |
|  |  |  |  |  |
|  | 141 | EXISTING MAINS/SERVICES: |  |  |
|  |  | The Contractor shall be responsible for ascertaining the position of existing drains, water, gas and other mains or power services not indicated on the drawings which may or are likely to affect, or be affected by, the site operations and shall take cognisance of same in the preparation of this tender |  |  |
|  |  |  |  |  |
|  |  | The positions of such drains and/or services which are shown on the drawings are to be read as an indication only of their presence |  |  |
|  |  |  |  |  |
|  | 160 | SOILS AND GROUND WATER: |  |  |
|  |  | Information: Included in the tender documents |  |  |
|  |  | (Delete if the information is not included) |  |  |
|  |  |  |  |  |
|  | 171 | SITE INVESTIGATION: |  |  |
|  |  | A Site Investigation Report is not available. |  |  |
|  |  |  |  |  |
|  | 181 | HEALTH AND SAFETY FILE: |  |  |
|  |  | Information to be confirmed between the Employer and the Contractor |  |  |
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|  |  |  | |  | (A12) |
|  | **A12** | **THE SITE/EXISTING BUILDINGS (Contd)** | |  |  |
|  |  |  | |  |  |
|  | 200 | ACCESS TO THE SITE: | |  |  |
|  |  |  | |  |  |
|  |  | Description: Access to the site is via the main entrance drive off Thornton Road.  Limitations: Access to the site must be maintained at all times. No parking will be permitted on the entrance drive.  Note: The works will commence on 15 July 2019 – which is one week prior to the school holiday period. Works in this week will be restricted to site establishment and preparatory works. The remaining works are to commence on Monday 22 July 2019 which is the start of the summer holiday period when the school will be closed and unoccupied.  The Contractor is to erect temporary screens/hoardings as may be reasonably required to minimise inconvenience to the School users and to isolate specific working areas from pupils | |  |  |
|  |  | During the first week no vehicular movement of any kind shall take place on the School site during the following times, on days when the School is in use:    8:00 am – 9:30 am  3:00 am – 4:00 pm    Material deliveries must be completed before 8.00 a.m. or after 4.00 p.m. on school days unless by prior arrangement with the CA.  All vehicular movements must be accompanied by a Banksman  Material deliveries and access is available within normal working hours during the summer holiday period having due regard for the surrounding land and building uses. | |  |  |
|  |  |  | |  |  |
|  | 210 | PARKING: |  | |  |
|  |  | Restrictions on parking of the Contractor’s and employees’ vehicles:  During the first week no parking of the Contractor’s and employee’s vehicles will be allowed on site and the Contractor is to make his own arrangements. During the summer holiday period parking of the Contractor's and employee's vehicles will be within the Contractors Site Compound. |  | |  |
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|  |  |  | |  | (A12) |
|  | **A12** | **THE SITE/EXISTING BUILDINGS** (Cont’d) | |  |  |
|  |  |  | |  |  |
|  | 220 | USE OF THE SITE: |  | |  |
|  |  | General: Do not use the site for any purpose other than carrying out the Works |  | |  |
|  | 230 | SURROUNDING LAND/BUILDING USES: | |  |  |
|  |  | General: Adjacent or nearby uses or activities are as follows:  Generally residential. Allow for the keeping the roads and access clear and free from obstruction and minimise noise and disruption. | |  |  |
|  | 242 | HEALTH AND SAFETY HAZARDS: | |  |  |
|  |  | General: The nature and condition of the site/building cannot be fully and certainly ascertained before it is opened up. The Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the Works. | |  |  |
|  |  |  | |  |  |
|  |  | Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures | |  |  |
|  |  |  | |  |  |
|  | 250 | SITE VISIT | |  |  |
|  |  | Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works | |  |  |
|  |  |  | |  |  |
|  |  | Arrangements for visit: May be made with the person in charge of the premises: | |  |  |
|  |  |  | |  |  |
|  |  | Contact Name: Adam McDermott : Procurement Manager | |  |  |
|  |  | Email: [a.mcdermott@wellspringacademies.org.uk](mailto:a.mcdermott@wellspringacademies.org.uk) | |  |  |
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|  |  |  |  | (A13) |
|  | **A13** | **DESCRIPTION OF THE WORKS** |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | 120 | THE WORKS: |  |  |
|  |  | Description: The works comprise: |  |  |
|  |  | * Removal of existing heating system pipework and column style radiators; retention of newer panel radiators; re-piping in twin pipe flow and return distribution system. * Supply, install, test and commission new radiators and pipe coils in existing building, supplied by new heating pipework * Provide for low temperature radiators as specified together with boxing in of all pipework as described. |  |  |
|  |  |  |  |  |
|  | 130 | WORK BY OTHERS CONCURRENT WITH THE CONTRACT: |  |  |
|  |  | Description: There will be other minor works being executed at the school during this period but it is anticipated that these works will not affect the contract works. |  |  |
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|  |  |  |  | (A20) |
|  | **A20** | **THE CONTRACT** |  |  |
|  |  |  |  |  |
|  | 360 | JCT MINOR WORKS BUILDING CONTRACT (MW): |  |  |
|  |  | The Contract: JCT Minor Works Building Contract (MW) 2016 |  |  |
|  |  | Requirement: Allow for the obligations, liabilities and services described therein against the headings following: |  |  |
|  |  |  |  |  |
|  |  | **THE RECITALS** |  |  |
|  |  |  |  |  |
|  |  | First Recital |  |  |
|  |  | The Works will be as indicated in clause A13/120 |  |  |
|  |  | Architect/Contract Administrator: See clause A10/141 |  |  |
|  |  |  |  |  |
|  |  | Second Recital |  |  |
|  |  | Contract drawings: as indicated in A11/120 and listed in Appendix A to these Preliminaries |  |  |
|  |  | Contract documents: The following have not been prepared and will be deleted from this recital: ‘the Work Schedules’ |  |  |
|  |  |  |  |  |
|  |  | Third Recital |  |  |
|  |  | The reference to 'Work Schedules or Schedule of Rates' will be deleted |  |  |
|  |  |  |  |  |
|  |  | **THE ARTICLES** |  |  |
|  |  |  |  |  |
|  |  | Article 3 |  |  |
|  |  | Architect/Contract Administrator: See clause A10/141 |  |  |
|  |  |  |  |  |
|  |  | Articles 4 and 5 |  |  |
|  |  | The Principal Designer/The Principal Contractor |  |  |
|  |  | Articles 4 and 5 will be deleted |  |  |
|  |  |  |  |  |
|  |  | Article 7 |  |  |
|  |  | Arbitration: Article 7 and Schedule 1 apply. |  |  |
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|  |  |  | |  | (A20) |
|  | A20 | **THE CONTRACT** (Cont’d) | |  |  |
|  |  |  | |  |  |
|  |  | **CONTRACT PARTICULARS** | |  |  |
|  |  |  |  |  |  |
|  |  | Fourth Recital and |  |  |  |
|  |  | Schedule 2 | Base Date: Ten Working days before receipt of tender |  |  |
|  |  |  |  |  |  |
|  |  | Fourth Recital and | Construction Industry Scheme (CIS) : Employer at the Base Date is a Contractor for the purposes of the CIS. |  |  |
|  |  | clause 4.2 |  |  |  |
|  |  |  |  |  |  |
|  |  | Fifth Recital | CDM Regulations: The project is/is not notifiable. |  |  |
|  |  |  |  |  |  |
|  |  | Sixth Recital | Framework Agreement: Not Applicable. |  |  |
|  |  |  |  |  |  |
|  |  | Seventh Recital and | Supplemental Provisions |  |  |
|  |  | Schedule 3 |  |  |  |
|  |  |  | Collaboration working Supplemental Provision 1 applies |  |  |
|  |  |  | Health and safety Supplemental Provision 2 applies |  |  |
|  |  |  | Cost savings and value Supplemental Provision 3 |  |  |
|  |  |  | improvements does not apply |  |  |
|  |  |  | Sustainable development and Supplemental Provision 4 |  |  |
|  |  |  | environmental considerations does not apply |  |  |
|  |  |  | Performance indicators and Supplemental Provision 5 |  |  |
|  |  |  | monitoring does not apply |  |  |
|  |  |  | Notification and negotiation Supplemental Provision 6 |  |  |
|  |  |  | of disputes does not apply |  |  |
|  |  |  |  |  |  |
|  |  | Article 7 | Arbitration: Article 7 and Schedule 1 apply |  |  |
|  |  |  |  |  |  |
|  |  | 2.2 | Works commencement date: 15 July 20119 |  |  |
|  |  |  |  |  |  |
|  |  | 2.2 | Date for Completion: 30 August 2019 |  |  |
|  |  |  |  |  |  |
|  |  | 2.8 | Liquidated damages: At the rate of £ 210.00 per calendar week or pro rata thereto |  |  |
|  |  |  |  |  |  |
|  |  | 2.10 | Rectification Period: Twelve months from the |  |  |
|  |  |  | date of practical completion |  |  |
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|  |  |  |  |  | (A20) |
|  | A20 | **THE CONTRACT** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | **CONTRACT PARTICULARS** (Cont’d) | |  |  |
|  |  | 4.3 | Interim payments – Interim Valuation Dates: The first Interim Valuation Date is 4 calendar weeks after the works commencement date and thereafter at intervals of the same date in each month or the nearest business day, to that date, in that month |  |  |
|  |  |  |  |  |  |
|  |  | 4.3 | Payments due prior to practical completion - percentage of the total value of work etc.: 95% |  |  |
|  |  |  |  |  |  |
|  |  | 4.3 | Payments becoming due on or after practical completion - percentage of the total amount to be paid to the Contractor: 97½% |  |  |
|  |  | 4.3 and 4.8 | Fluctuations provision: Schedule 2 (Contribution, levy and tax changes) applies / no fluctuations provision applies / the following fluctuations provision applies |  |  |
|  |  |  |  |  |  |
|  |  | 4.3 and 4.8 | Percentage addition for Schedule 2 (paragraph 13) (if applicable): per cent |  |  |
|  |  |  |  |  |  |
|  |  | 4.8.1 | Supply of documentation for computation of amount to be finally certified: Three months |  |  |
|  |  |  |  |  |  |
|  |  | 5.3 | Contractor’s Public Liability insurance: injury to persons or property – the required level of cover is not less than: £5,000,000 (for any one occurrence or series of occurrences arising out of one event) |  |  |
|  |  |  |  |  |  |
|  |  | 5.3 | Employer’s Liability insurance: personal injury or death of any employee – the required level of cover is not less than: £10,000,000 (for any one occurrence or series of occurrences arising out of one event) |  |  |
|  |  |  |  |  |  |
|  |  | 5.4A, 5.4B and 5.4C | Insurance of the Works etc. - alternative provisions: |  |  |
|  |  |  |  |  |  |
|  |  |  | Clause 5.4A (Works insurance by Contractor in Joint Names) does not apply  Clause 5.4B applies  Clause 5.4C (Works and existing structures insurance by other means) applies |  |  |
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|  |  |  |  |  | (A20) |
|  | **A20** | **THE CONTRACT (Cont’d)** | |  |  |
|  |  |  |  |  |  |
|  |  | **CONTRACT PARTICULARS** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | 5.4A and 5.4B | Percentage to cover professional fees: 15% |  |  |
|  |  |  |  |  |  |
|  |  | 5.4C | Insurance arrangements – details of the required policy or policies: are set out in the following documents |  |  |
|  |  |  |  |  |  |
|  |  | 7.2 | Adjudication: The Adjudicator is |  |  |
|  |  |  | (Insert name after consultation with proposed Adjudicator) (Delete if adjudicator not named) |  |  |
|  |  |  |  |  |  |
|  |  |  | Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established): |  |  |
|  |  |  |  |  |  |
|  |  |  | President or a Vice-President of The Royal Institution of Chartered Surveyors |  |  |
|  |  |  |  |  |  |
|  |  | Schedule 1 | Arbitration |  |  |
|  |  | (paragraph 2.1) | Appointor of Arbitration (and of any replacement): |  |  |
|  |  |  |  |  |  |
|  |  |  | President or a Vice-President of The Royal Institution of Chartered Surveyors |  |  |
|  |  |  |  |  |  |
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|  | **A20** | **THE CONTRACT (Cont’d)** | |  |  |
|  |  |  |  |  |  |
|  |  | **CONDITIONS** | |  |  |
|  |  |  |  |  |  |
|  |  | Section 1 Definitions and Interpretation | |  |  |
|  |  |  |  |  |  |
|  |  | 1.1 | Definitions |  |  |
|  |  |  |  |  |  |
|  |  | 1.2 | Agreement etc. to be read as a whole |  |  |
|  |  |  |  |  |  |
|  |  | 1.3 | Headings, references to persons, legislation etc. |  |  |
|  |  |  |  |  |  |
|  |  | 1.4 | Reckoning periods of days |  |  |
|  |  |  |  |  |  |
|  |  | 1.5 | Contracts (Rights of Third Parties) Act 1999 |  |  |
|  |  |  |  |  |  |
|  |  | 1.6  1.7 | Notices and other communications  Consents and approvals |  |  |
|  |  |  |  |  |  |
|  |  | 1.8 | Applicable law |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  | Section 2 Carrying out the Works | |  |  |
|  |  |  |  |  |  |
|  |  | 2.1 | Contractor’s obligations |  |  |
|  |  |  |  |  |  |
|  |  | 2.2 | Commencement and completion |  |  |
|  |  |  |  |  |  |
|  |  | 2.3 | Architect/Contract Administrator’s duties |  |  |
|  |  |  |  |  |  |
|  |  | 2.4 | Correction of inconsistencies |  |  |
|  |  |  |  |  |  |
|  |  |  | Delete ‘and the Work Schedules’ on lines 1 and 2 |  |  |
|  |  |  |  |  |  |
|  |  | 2.5 | Divergences from Statutory Requirements |  |  |
|  |  |  |  |  |  |
|  |  | 2.6 | Fees or charges legally demandable |  |  |
|  |  |  |  |  |  |
|  |  | 2.7 | Extension of time |  |  |
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|  |  |  |  |  | (A20) |
|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | **CONDITIONS** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | Section 2 Carrying out the Works (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | 2.8 | Damages for non-completion |  |  |
|  |  |  |  |  |  |
|  |  |  | The following paragraph shall be added to clause 2.8.1: |  |  |
|  |  |  |  |  |  |
|  |  |  | “If at any time before Practical Completion of the Works, the Architect/Contract Administrator shall have certified completion of and the Employer shall have taken possession of any part or parts, then the liquidated damages shall be reduced in the same proportion that the value of such part or parts bears to the total value of the Contract Sum” |  |  |
|  |  |  |  |  |  |
|  |  | 2.9 | Practical Completion |  |  |
|  |  |  |  |  |  |
|  |  |  | The following paragraphs will be added to this clause: |  |  |
|  |  |  |  |  |  |
|  |  |  | “The Contractor’s attention is drawn to the Installation and Test Certificate described in the Specification which when applicable must be completed and returned to the Architect/Contract Administrator before any Practical Completion Certificate is issued and he shall include for all costs in connection therewith |  |  |
|  |  |  |  |  |  |
|  |  |  | If in the opinion of the Architect/Contract Administrator, the Test Certificates are not completed correctly, he shall return them to the Contractor for resubmission at a future date” |  |  |
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|  |  |  |  |  | (A20) |
|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | **CONDITIONS** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | Section 2 Carrying out the Works (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | 2.10 | Defects |  |  |
|  |  |  |  |  |  |
|  |  |  | Delete existing clause 2.10 complete and substitute new clause 2.10 as follows: |  |  |
|  |  |  | “Any defects, excessive shrinkages or other faults to the Works which appear within twelve months of the date of practical completion, and are due to materials or workmanship not in accordance with the Contract, or frost occurring before practical completion, shall be specified by the Architect/Contract Administrator in a Schedule of Defects which he shall deliver to the Contractor as an instruction of the Architect/Contract Administrator not later than 14 days after the expiration of the above period, and, within a reasonable time after receipt of such schedule, the defects, shrinkages and other faults therein specified shall be made good by the Contractor at no cost to the Employer unless the Architect/Contract Administrator, with the consent of the Employer, shall otherwise instruct; and, if the Architect/Contract Administrator does so otherwise instruct, then an appropriate deduction in respect of any such defects, shrinkages or other faults not made good shall be made from the Contract Sum |  |  |
|  |  |  |  |  |  |
|  |  |  | The term defect shall be deemed to include all plaster cracks. The Contractor shall include for making good of decorations following the remedying of plaster cracks |  |  |
|  |  |  |  |  |  |
|  |  |  | The Architect/Contract Administrator shall certify the date when in his opinion the Contractor’s obligations under this clause 2.10 have been discharged” |  |  |
|  |  |  |  |  |  |
|  |  |  | Note: The Rectification Period - See Contract Particulars Clause 2.10 |  |  |
|  |  |  |  |  |  |
|  |  | 2.11 | Certificate of making good |  |  |
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|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
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|  |  | **CONDITIONS** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | Section 3 Control of the Works | |  |  |
|  |  |  |  |  |  |
|  |  | 3.1 | Assignment |  |  |
|  |  |  |  |  |  |
|  |  |  | Insert "Subject to Clause 3.1.1 on line 1 before "Neither the Employer nor the Contractor" |  |  |
|  |  |  |  |  |  |
|  |  |  | Insert the following additional clause 3.1.1: |  |  |
|  |  |  |  |  |  |
|  |  |  | In the event of transfer by the Employer of his freehold or leasehold interest in, or of a grant by the Employer of a leasehold interest in, the whole of the premises comprising the Works or (if the Contract Particulars so state) any Section, the Employer may at any time after practical completion of the Works or of the relevant Section grant or assign to any such transferee or lessee the right to bring proceedings in the name of the Employer (whether by arbitration or litigation, whichever applies under this Contract) to enforce any of the terms of this Contract made for the benefit of the Employer. The assignee shall be estopped from disputing any enforceable agreements reached between the Employer and the Contractor which arise out of and relate to this Contract (whether or not they are or appear to be a derogation from the right assigned) and which are made prior to the date of any grant or assignment. |  |  |
|  |  |  |  |  |  |
|  |  | 3.2 | Person-in-charge |  |  |
|  |  |  |  |  |  |
|  |  | 3.3 | Sub-contracting |  |  |
|  |  |  |  |  |  |
|  |  | 3.4 | Architect/Contract Administrator’s Instructions |  |  |
|  |  |  |  |  |  |
|  |  | 3.5 | Non-compliance with instructions |  |  |
|  |  |  |  |  |  |
|  |  | 3.6 | Variations |  |  |
|  |  |  | The references to ‘Work Schedules’ and ‘Schedule of Rates’ on lines 3 and 4 of clause 3.6.3 will be deleted |  |  |
|  |  |  |  |  |  |
|  |  | 3.7 | Provisional Sums |  |  |
|  |  |  |  |  |  |
|  |  | 3.8 | Exclusion from the Works |  |  |
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|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
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|  |  | **CONDITIONS** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | Section 3 Control of the Works (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | 3.9 | CDM Regulations |  |  |
|  |  |  |  |  |  |
|  |  |  | Additional Clause 3.9.5 |  |  |
|  |  |  |  |  |  |
|  |  |  | The Lump Sum' as specified in additional Clause 4.4.2 shall be retained at the 'Date for Completion' as fixed and stated in the Contract Particulars or any date under Clause 2.7 until ‘The Building Manual’ incorporating the ‘Health and Safety File’ has been completed and the approval of the CA/Principal Designer has been obtained. (Refer to Clause A37/111 for details of the Health and Safety Information) |  |  |
|  |  |  |  |  |  |
|  |  |  | Additional Clause 3.9.6 |  |  |
|  |  |  |  |  |  |
|  |  |  | The Building Manual incorporating the Health and Safety File must be provided promptly after completion of the works and no later than 12 weeks after 'Date for Completion' as fixed and stated in the Contract Particulars or any date under Clause 2.7. Should the Contractor fail to provide a completed and approved Building Manual within this period the Employer reserves the right to employ the services of a third party to complete the Building Manual and associated Health and Safety File and the cost of this service will be deducted from the Final Account.’ |  |  |
|  |  |  |  |  |  |
|  |  | Section 4 Payment | |  |  |
|  |  |  |  |  |  |
|  |  | 4.1 | VAT |  |  |
|  |  |  |  |  |  |
|  |  | 4.2 | Construction Industry Scheme (CIS) |  |  |
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|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
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|  |  | **CONDITIONS** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | Section 4 Payment (Cont’d) | |  |  |
|  |  | 4.3 | Interim payments – dates and certificates |  |  |
|  |  |  |  |  |  |
|  |  |  | Delete clause 4.3.2 and replace with the following: |  |  |
|  |  |  |  |  |  |
|  |  |  | “At the time of each interim valuation for progress payments, the Contractor shall disclose to the Architect/Contract Administrator which of the unfixed materials and goods on site (adequately protected against weather and other casualties) are free from, and those which are subject to, any reservations of title inconsistent with the passing of good title to the Employer. When so requested, the Contractor shall provide evidence of freedom from reservation of title on any such materials or goods. The Architect/Contract Administrator reserves the right to withhold payment for any materials or goods for which good title will not pass to the Employer immediately the Contractor receives payment from the Employer for such materials or goods. This right will be exercised in all cases where major identifiable items of materials or goods are involved, whether or not such materials or goods have been incorporated into the Works” |  |  |
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|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
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|  |  | **CONDITIONS** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | Section 4 Payment (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | 4.4 | Contractor’s applications and payment notices |  |  |
|  |  |  |  |  |  |
|  |  |  | Insert additional clause 4.4.2 as follows: |  |  |
|  |  |  |  |  |  |
|  |  |  | In addition to the percentage retention detailed in Contract Particulars (Clause 4.4) a lump sum retention of £1,000.00 (One thousand pounds) shall be retained until 'The Building Manual' incorporating the Health and Safety File has been completed and the approval of the CA/Principal Designer has been obtained |  |  |
|  |  |  |  |  |  |
|  |  | 4.5 | Payment - amount and notices |  |  |
|  |  |  |  |  |  |
|  |  | 4.6 | Failure to pay amounts due |  |  |
|  |  |  |  |  |  |
|  |  | 4.7 | Contractor’s right of suspension |  |  |
|  |  |  |  |  |  |
|  |  | 4.8 | Final certificate and final payment |  |  |
|  |  |  | Clause 4.8.1 Delete ’28 days’ on line 3 and insert ‘one month’ in lieu |  |  |
|  |  |  |  |  |  |
|  |  | 4.9 | Fixed Price and Fluctuations Provision |  |  |
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|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
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|  |  | **CONDITIONS** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | Section 5 Injury, Damage and Insurance | |  |  |
|  |  |  |  |  |  |
|  |  | 5.1 | Contractor’s liability - personal injury or death |  |  |
|  |  |  |  |  |  |
|  |  | 5.2 | Contractor’s liability – loss, injury or damage to property |  |  |
|  |  |  |  |  |  |
|  |  | 5.3 | Contractor’s insurance of his liability  Insert additional clause as follows:  Employer’s Liability insurance: personal injury or death of any employee – the required level of cover is not less than: £10,000,000 (for any one occurrence or series of occurrences arising out of one event) |  |  |
|  |  |  |  |  |  |
|  |  | 5.4A | Joint Names Insurance of the Works by Contractor |  |  |
|  |  |  | This clause will be deleted |  |  |
|  |  |  |  |  |  |
|  |  | 5.4B | Joint Names Insurance of the Works and existing structures by Employer |  |  |
|  |  |  | This clause will be included |  |  |
|  |  |  |  |  |  |
|  |  | 5.4C | Insurance of the Works and existing structures by other means |  |  |
|  |  |  | This clause will be deleted. |  |  |
|  |  |  |  |  |  |
|  |  | 5.5 | Evidence of insurance |  |  |
|  |  |  | Amend the clause by adding the wording ‘before the signing of the Contract’ after ‘produce’ on line one |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  | 5.6 | Loss or damage – insurance claims and reinstatement |  |  |
|  |  |  |  |  |  |
|  |  | 5.7 | Loss or damage to existing structures – right of termination |  |  |
|  |  |  |  |  |  |
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|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
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|  |  | **CONDITIONS** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | Section 6 Termination | |  |  |
|  |  |  |  |  |  |
|  |  | 6.1 | Meaning of insolvency |  |  |
|  |  |  |  |  |  |
|  |  | 6.2 | Notices under Section 6 |  |  |
|  |  |  |  |  |  |
|  |  | 6.3 | Other rights, reinstatement |  |  |
|  |  |  |  |  |  |
|  |  | 6.4 | Default by Contractor |  |  |
|  |  |  |  |  |  |
|  |  | 6.5 | Insolvency of Contractor |  |  |
|  |  |  |  |  |  |
|  |  | 6.6 | Corruption and regulation 73(1)(b) of the PC Regulations |  |  |
|  |  |  |  |  |  |
|  |  | 6.7 | Consequences of termination under clauses 6.4 to 6.6 |  |  |
|  |  |  |  |  |  |
|  |  | 6.8 | Default by Employer |  |  |
|  |  |  |  |  |  |
|  |  | 6.9 | Insolvency of Employer |  |  |
|  |  |  |  |  |  |
|  |  | 6.10 | Termination by either Party and regulations 73(1)(a) and 73(1)(c) of the PC Regulations |  |  |
|  |  |  |  |  |  |
|  |  | 6.11 | Consequences of termination under clauses 6.8 to 6.10 |  |  |
|  |  |  |  |  |  |
|  |  | Section 7 Settlement of Disputes | |  |  |
|  |  |  |  |  |  |
|  |  | 7.1 | Mediation |  |  |
|  |  |  |  |  |  |
|  |  | 7.2 | Adjudication |  |  |
|  |  |  |  |  |  |
|  |  | 7.3 | Arbitration |  |  |
|  |  |  |  |  |  |
|  |  | Schedules |  |  |  |
|  |  |  |  |  |  |
|  |  | Schedule 1 | Arbitration |  |  |
|  |  |  |  |  |  |
|  |  | Schedule 2 | Fluctuations - Contribution, levy and tax changes |  |  |
|  |  |  |  |  |  |
|  |  | Schedule 3 | Supplemental Provisions |  |  |
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|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
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|  |  | **ADDITIONAL CONDITIONS** | |  |  |
|  |  |  |  |  |  |
|  |  | Add the following new Sections 8, 9, 10, 11 and 12 | |  |  |
|  |  |  |  |  |  |
|  |  | Section 8  8.1 | Anti-Slavery, Human Trafficking, Counter Terrorism and Security  In performing its obligations under the agreement, the Contractor shall: |  |  |
|  |  | 8.2  8.3 | (a) comply with all applicable anti-slavery and human trafficking law, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;  (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1,2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK, and  (c) ensure that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.  The Contractor shall notify the Academy as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.  Under the Counter Terrorism and Security Act 2015 the Academy has a duty to have due regard to the need to prevent people from being drawn into terrorism. The Supplier will be required to take appropriate measures in relation to their staff and the provision of the Services to assist the Academy in their compliance with this duty to the extent that it is applicable to the Services. |  |  |
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|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
|  |  |  |  |  |  |
|  |  | Section 9  9.1 | Equality and Diversity  The Contractor shall:  (a) perform its obligations under this Contract (including those in relation to the Services) in accordance with:  (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);  (ii) the Academy’s equality and diversity policy as provided to the Supplier from time to time; and  (iii) any other requirements and instructions which the Academy reasonably imposes in connection with any equality obligations imposed on the Academy at any time under applicable equality Law; and  (b) take all necessary steps, and inform the Academy of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation). |  |  |
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|  |  |  | |  | A20 |
|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
|  |  | Section 10 | Freedom of Information |  |  |
|  |  | 10.1  10.2  10.3 | The Contractor acknowledges that the Academy is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).  The Contractor shall:  (a) provide all necessary assistance and cooperation as reasonably requested by the Academy to enable the Academy to comply with its obligations under the FOIA and EIRs;  (b) transfer to the Academy all requests for information relating to the Contract that it receives as soon as practicable and in any event within 2 Business Days of receipt;  (c) provide the Academy with a copy of all information belonging to the Academy requested in the request for information which is in its possession or control in the form that the Academy requires within 5 Business Days (or such other period as the Academy may reasonably specify) of the Academy’s request for such Information; and  (d) not respond directly to a request for information unless authorised in writing to do so by the Academy.  The Supplier acknowledges that the Academy may be required under the FOIA and EIRs to disclose information (including commercially sensitive information) without consulting or obtaining consent from the Supplier. The Academy shall take reasonable steps to notify the Supplier of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Contract) the Academy shall be responsible for determining in its absolute discretion whether any such information is exempt from disclosure in accordance with the FOIA and/or the EIRs. |  |  |
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|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
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|  |  | Section 11 Transparency | |  |  |
|  |  |  |  |  |  |
|  |  | 11.1 | The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the Freedom of Information Act ("the Act") the text of this Contract, and any schedules to this Contract is not confidential information. The Employer shall be responsible for determining in its absolute discretion whether any part of the Contract or its schedules is exempt from disclosure in accordance with the provisions of the Act. |  |  |
|  |  |  |  |  |  |
|  |  | 11.2 | Notwithstanding any other term of this Contract, the Contractor hereby gives its consent for the Employer to publish the Contract in its entirety, including from time to time agreed changes to the contract, to the general public in whatever form the Employer decides. |  |  |
|  |  | Section 12 | Conflicts Of Interest |  |  |
|  |  | 12.1  12.2 | The Contractor shall take appropriate steps to ensure that neither the Contractor nor any of its employees or any sub-contractor, are placed in a position where (in the reasonable opinion of the Employer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or its employees or any person that is utilised to assist in the carrying out of the Works and the duties owed to the Employer under the provisions of this Contract.  The Contractor shall promptly notify the Employer (and provide full particulars to the Employer) if any conflict referred to in clause 12.1 above arises or is reasonably foreseeable. |  |  |
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|  |  |  |  |  | (A20) |
|  | **A20** | **THE CONTRACT** (Cont’d)  Section 12 Conflicts of Interest (Contd) | |  |  |
|  |  | 12.3 | The Employer reserves the right to terminate the Contract immediately by giving notice in writing to the Contractor and/or to take such other steps it deems necessary where, in the reasonable opinion of the Employer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor, its employees or any other person utilised in the carrying out of the Works and the duties owed to the Employer under the provisions of the Contract. The actions of the Employer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the other party |  |  |
|  |  |  |  |  |  |
|  |  | 12.4 | This clause shall apply during the term of the Contract |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  | **EXECUTION: The Contract will be executed as a deed** | |  |  |
|  |  |  |  |  |  |
|  |  | **CONTRACT GUARANTEE BOND: Refer to Clause A20/916** | |  |  |
|  |  |  | |  |  |
|  | 916 | CONTRACT GUARANTEES  Performance Bond – Contracts in Excess of £250,000 | |  |  |
|  |  | - The Contractor will be required to provide, at his own expense, prior to signing of the Contract, surety against any failure on his part or his Subcontractors to comply with the terms and conditions contained in the Contract Documents, the surety being in the form of a Bond or Deposit amounting to **ten per cent of the Contract** **Sum** | |  |  |
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|  | **A20** | **THE CONTRACT** (Cont’d) | |  |  |
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|  | 917 | MONETARY CLAIMS UNDER THE CONTRACT: | |  |  |
|  |  | In the event of any judgement creditor of the Contractor, or any person or persons whomsoever other than the Contractor, making any claim to the monies payable under this Contract, or any part thereof, the CA on behalf of the Employer shall be at full liberty to resist any such claim and to deduct and to retain out of the monies which may be or become due to the Contractor by virtue of the Contract, or any part thereof, all costs, charges, damages and expenses which the CA, on behalf of the Employer may pay, incur or sustain for, or by reason or in consequence of, every or any such claim as aforesaid or may recover the same from the Contractor as liquidated damages. | | F  TR |  |
|  |  |  | |  |  |
|  | 918 | CONTRACT CONDITIONS NOTIFICATION OF CONTENT: | |  |  |
|  |  | Ensure that all Subcontractors, Suppliers and others responsible to the  Contractor in the performance of the Works are made fully aware of the contract conditions relative thereto | | F  TR |  |
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|  | **A30** | **TENDERING/SUBLETTING/SUPPLY** |  |  |
|  |  |  |  |  |
|  | 110 | SCOPE: |  |  |
|  |  | General: These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender | F  TR |  |
|  |  |  |  |  |
|  | 146 | TENDERING PROCEDURE: |  |  |
|  |  | General: In accordance with the principles of the JCT Tendering Guide 2017 except as follows: |  |  |
|  |  | - Preliminary enquiry will be by public advertisement, giving brief details only |  |  |
|  |  | - Errors in Priced Specification - Alternative 2 is to apply (Alternative 2 gives the Tenderer an opportunity of confirming offer or amending to correct genuine errors) | F  TR |  |
|  |  |  |  |  |
|  | 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. | F TR |  |
|  |  |  |  |  |
|  | 171 | 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 are given. |  |  |
|  |  | - Costs: No liability is accepted for any cost incurred in the preparation of any tender |  |  |
|  |  | - Acceptance is conditional on the production of a satisfactory performance bond (where the tender sum exceeds £250,000) | F  TR |  |
|  |  |  |  |  |
|  | 181 | CDM PLANNING PERIOD: | F |  |
|  |  | General: Refer to clause 1.1 of the Contract Particulars section A20 | TR |  |
|  |  |  |  |  |
|  | 191 | PERIOD OF VALIDITY: |  |  |
|  |  | General: Tenders must remain open for consideration (unless previously withdrawn) for not less than 13 weeks from the date fixed for the submission or lodgement of tenders. Information on the date for possession/commencement is given in section A20 (Contract Particulars) | F  TR |  |
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|  | **A30** | **TENDERING/SUBLETTING/SUPPLY** (Cont’d) |  |  |
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|  |  | PRICING/SUBMISSION OF DOCUMENTS |  |  |
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|  | 221 | PRICING OF PRELIMINARIES: |  |  |
|  |  | - The following abbreviations have been used: |  |  |
|  |  | F = Fixed charged item |  |  |
|  |  | TR = Time related charge item |  |  |
|  |  |  |  |  |
|  |  | - Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries these charges must be clearly shown against the relevant items | F  TR |  |
|  |  |  |  |  |
|  | 251 | PRICED DOCUMENTS: |  |  |
|  |  | - Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected. |  |  |
|  |  | - Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender. |  |  |
|  |  | - Submit: Submit Priced Documents within the period stipulated in the Conditions of Tendering. | F  TR |  |
|  |  |  |  |  |
|  | 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 | F  TR |  |
|  |  |  |  |  |
|  | 500 | TENDER STAGE METHOD STATEMENTS: |  |  |
|  |  | - Method Statements: Prepare, describing how and when the specific works are to be carried out  - Statements: Submit within sufficient time for the Health and Safety Officer to review | F  TR |  |
|  | 530 | SUBSTITUTE PRODUCTS: |  |  |
|  |  | - Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered. |  |  |
|  |  | - Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/201 | F  TR |  |
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|  | **A30** | **TENDERING/SUBLETTING/SUPPLY** (Cont’d) |  |  |
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|  |  | PRICING/SUBMISSION OF DOCUMENTS (Cont’d) |  |  |
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|  | 550 | HEALTH AND SAFETY INFORMATION: |  |  |
|  |  | - Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of sub-contractors, and of any person who the works may be affect |  |  |
|  |  | - Include: |  |  |
|  |  | - A copy of the contractors health and safety policy document, including risk assessment procedures |  |  |
|  |  | - Accident and illness records for the past five years |  |  |
|  |  | - Records of previous Health and Safety Executive enforcement action |  |  |
|  |  | - Records of training and training policy |  |  |
|  |  | - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties. | F |  |
|  |  | - Submit: To the CA when requested | TR |  |
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|  | 552 | CONTRACTORS' HEALTH AND SAFETY |  |  |
|  |  | - General: All proposed/selected Contractors shall note that registration with a Safety Schemes In Procurement (SSIP) constituent body, or equivalent approved scheme is mandatory for all projects involving contractors/suppliers working on Academy’s premises and/or contractors working on the Academy’s behalf. |  |  |
|  |  | - Proposed/selected Contractors are required to provide certificates/ evidence of registration under SSIP or equivalent approved scheme including the additional categories as required by the works |  |  |
|  |  | - Principal Contractor |  |  |
|  |  | - Design Compliant and/or details of compliance of organisation completing the design on the Applicant’s behalf |  |  |
|  |  | - Evidence of current CHAS registration in any of the above categories is sufficient to demonstrate competency. |  |  |
|  |  | - Documentary evidence relating to registration shall be submitted within two working days of being requested to do so |  |  |
|  |  | - If proposed/selected Contractors are registered under SSIP or equivalent approved scheme they must provide evidence/details of their ability/technical competence, experience and track record by submitting project information/ Construction Phase H&S Plans/client contact information and similar evidence where such roles have been undertaken. | F  TR |  |
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|  | **A30** | **TENDERING/SUBLETTING/SUPPLY** (Cont’d) |  |  |
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|  |  | PRICING/SUBMISSION OF DOCUMENTS (Cont’d) |  |  |
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|  | 570 | A CONSTRUCTION PHASE HEALTH AND SAFETY PLAN |  |  |
|  |  | Submit the following information when requested to the Principal Designer for assessment of suitability (refer to Clause A34/112): |  |  |
|  |  | - Description of the project |  |  |
|  |  | 1. Project description and programme details including any key dates |  |  |
|  |  | 1. Details of Client, Principal Designer, Designers, Principal, Contractor and other Consultants |  |  |
|  |  | 1. Extent and location of existing records and plans that are relevant to health and safety on site |  |  |
|  |  | - Method statements on how risks 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 including the exchange of design information |  |  |
|  |  | - Arrangements for co-operation and co-ordination between contractors |  |  |
|  |  | - Procedures for carrying out risk assessment and for managing and controlling the significant risks on site including |  |  |
|  |  | 1) Delivery and removal of materials including waste |  |  |
|  |  | 2) Stability of structures |  |  |
|  |  | 3) Preventing falls |  |  |
|  |  | 4) Work with or near fragile materials |  |  |
|  |  | 5) Control of lifting operations |  |  |
|  |  | 6) Work in excavations |  |  |
|  |  | 7) Traffic routes and segregation of vehicles and pedestrians |  |  |
|  |  | 8) The removal of asbestos |  |  |
|  |  | 9) Reducing noise and vibration |  |  |
|  |  | 10) Manual handling |  |  |
|  |  | 11) Any other significant Health and Safety risks |  |  |
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|  | **A30** | **TENDERING/SUBLETTING/SUPPLY** (Cont’d) |  |  |
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|  | 570 | A CONSTRUCTION PHASE HEALTH AND SAFETY PLAN (Cont’d) |  |  |
|  |  | - 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 | F |  |
|  |  | - Review procedures to obtain feedback | TR |  |
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|  | **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 | F  TR |  |
|  |  |  |  |  |
|  | 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 | F |  |
|  |  | - Response: Do not proceed until response has been received | TR |  |
|  |  |  |  |  |
|  | 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 | F  TR |  |
|  |  |  |  |  |
|  | 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 | F  TR |  |
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|  | **A31** | **PROVISION, CONTENT AND UST OF DOCUMENTS** (Cont’d) |  |  |
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|  |  | DEFINITIONS AND INTERPRETATIONS (Cont’d) |  |  |
|  |  |  |  |  |
|  | 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 the 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 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 | F  TR |  |
|  |  |  |  |  |
|  | 170 | MANUFACTURE 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 invitation to tender | F  TR |  |
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|  | **A31** | **PROVISION, CONTENT AND UST OF DOCUMENTS** (Cont’d) |  |  |
|  |  |  |  |  |
|  |  | DEFINITIONS AND INTERPRETATIONS (Cont’d) |  |  |
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|  | 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 | F  TR |  |
|  |  |  |  |  |
|  | 201 | EQUIVALENT PRODUCTS: |  |  |
|  |  | - Where the specification permits substitution of a product of different manufacture to that specified and such substitution is desired, before ordering the product notify the CA and, when requested, submit for verification documentary evidence that the alternative product is equivalent to the approval of the CA. The CA’s opinion as to whether the substitute product is “equivalent” is final and binding. Submit certified English translations of any foreign language documents |  |  |
|  |  | - Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, fitness for purpose and appearance of the construction as a whole. If such substitution is sanctioned, and before ordering products, provide revised drawings, specification and manufacturer's guarantees as required by CA.  - Wherever products are specified by proprietary name and the phrase ‘or equivalent’ is not included, it is to be deemed included | F  TR |  |
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|  | **A31** | **PROVISION, CONTENT AND UST OF DOCUMENTS** (Cont’d) |  |  |
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|  |  | DEFINITIONS AND INTERPRETATIONS (Cont’d) |  |  |
|  |  |  |  |  |
|  | 202 | EQUIVALENT PRODUCTS TENDER OFFER: |  |  |
|  |  | The costs included in the tender offer and in the priced documentation submitted therewith **MUST be based upon quotations obtained for the “named” product.**  Should the Contractor wish to substitute an “equivalent” product for the “named” product then the substitute “equivalent” product MUST be listed and included on Appendix V1 to the Form of Tender, together with any cost difference(s) to the original “named” product(s) included in the tender.  Documentary evidence in support of the “equivalent” product as noted in Clauses A31/200 and 201 must be provided when requested.  If after the CA has inspected this evidence the product is deemed in his opinion NOT to be “equivalent” then the Contractor will be required to supply either the original “named” product, or other approved product at no extra cost to the contract.  Should, after acceptance of tender, any further proposals by the Contractor for substitution of “equivalent” products be submitted, the alternative product shall only be substituted upon the CA's written instruction to use same and such instruction shall constitute a variation to contract | F  TR |  |
|  |  |  |  |  |
|  | 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 in relation to any discrepancy or ambiguity which he may discover. | F TR |  |
|  |  |  |  |  |
|  | 220 | REFERENCED DOCUMENTS: | F |  |
|  |  | Conflicts: Specification prevails over referenced documents | TR |  |
|  |  |  |  |  |
|  | 230 | EQUIVALENT PRODUCTS: |  |  |
|  |  | Inadvertent omission: Wherever products are specified by proprietary name the phrase ‘or equivalent' is to be deemed included | F  TR |  |
|  |  |  |  |  |
|  | 250 | CURRENCY OF DOCUMENTS: |  |  |
|  |  | Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender | F  TR |  |
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|  |  |  |  | (A31) |
|  | **A31** | **PROVISION, CONTENT AND UST OF DOCUMENTS** (Cont’d) |  |  |
|  |  |  |  |  |
|  |  | DEFINITIONS AND INTERPRETATIONS (Cont’d) |  |  |
|  |  |  |  |  |
|  | 260 | SIZES: |  |  |
|  |  | - General dimensions: Products are specified by their co-ordinating sizes |  |  |
|  |  | - Timber: Cross section dimensions shown on the 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 | F  TR |  |
|  |  |  |  |  |
|  |  | DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER |  |  |
|  |  |  |  |  |
|  | 405 | EXPLANATIONS OF CONTENT AND ARRANGEMENT OF DOCUMENTS: |  |  |
|  |  | The Specification comprises 4 Sections. The pages of each section are in numerical sequence. The Tenderer is required to check the number of pages and if any is/are missing or duplicated or if any word, letter, figure or other content is indistinct, the Quantity Surveyor shall at once be notified of such matter for it to be rectified. | F  TR |  |
|  |  |  |  |  |
|  | 410 | ADDITIONAL COPIES OF DRAWINGS/DOCUMENTS: |  |  |
|  |  | - Copies: A further copy of each contract drawing and contract document will be issued free of charge on CD disc (Not paper format) (not counting any certified copies). |  |  |
|  |  | - Additional copies: Additional paper copies may be issued on request and charged to the Contractor | F  TR |  |
|  |  |  |  |  |
|  | 441 | DIMENSIONS: |  |  |
|  |  | Scaled dimensions: Do not rely on. Obtain from the CA any dimensions required but not given in figures on the drawings not calculable from figures on the drawings | F  TR |  |
|  |  |  |  |  |
|  | 460 | THE SPECIFICATION: |  |  |
|  |  | Coordination: All sections must be read in conjunction with the Main Contract Preliminaries/General Conditions | F  TR |  |
|  |  |  |  |  |
|  | 470 | DIVERGENCE FROM THE STATUTORY REQUIREMENTS: |  |  |
|  |  | - Divergence: Between the drawings or specification and the requirements of the Building Regulations, other Statutes, statutory undertakers and other regulatory authorities. | F  TR |  |
|  |  | - Action: Inform immediately |  |  |
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|  | **A31** | **PROVISION, CONTENT AND UST OF DOCUMENTS** (Cont’d) |  |  |
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|  |  | DOCUMENTS PROVIDED BY CONTRACTOR/SUB-CONTRACTORS/SUPPLIERS |  |  |
|  |  |  |  |  |
|  | 605 | CONTRACTOR'S DESIGN INFORMATION: |  |  |
|  |  | - General: Complete the design and detailing of parts of the Works as specified |  |  |
|  |  | - Provide: |  |  |
|  |  | - Production information based on the drawings, specification and other information |  |  |
|  |  | - Liaison to ensure co-ordination of the work with related building elements and services |  |  |
|  |  | - Design calculations, detailed layouts, sections and details, method statements, manufacturer’s information. |  |  |
|  |  | - Master programme: Make reasonable allowance for completing design/production information, submission (including to the Principal Designer) comment, inspection, amendment, resubmission and reinspection. Ensure that any necessary amendments are made without delay. |  |  |
|  |  | - Format: Electronic |  |  |
|  |  | - Submit: Within one week of request |  |  |
|  |  | - Final version of design/production information: Submit when requested by CA. | F  TR |  |
|  |  |  |  |  |
|  | 621 | AS BUILT DRAWINGS AND INFORMATION: |  |  |
|  |  | - Contractor designed work: Provide drawings/information: As requested by CA. | F |  |
|  |  | - Submit at least two weeks before date for completion | TR |  |
|  |  |  |  |  |
|  | 630 | TECHNICAL LITERATURE |  |  |
|  |  | - Information: Keep on site for reference by all supervisory personnel: |  |  |
|  |  | - Manufacturers' current literature relating to all products to be used in the Works | F |  |
|  |  | - Relevant British, EN or ISO Standards | TR |  |
|  |  |  |  |  |
|  | 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. | F  TR |  |
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|  |  |  |  | (A32) |
|  | **A32** | **MANAGEMENT OF THE WORKS** |  |  |
|  |  |  |  |  |
|  |  | GENERALLY |  |  |
|  |  |  |  |  |
|  | 116 | CONSTRUCTION INDUSTRY SCHEME (CIS) INLAND REVENUE: |  |  |
|  |  | (Income and Corporation Taxes Act 1988 (ICTA). The Income Tax (Subcontractors in the Construction Industry) (Amendment) Regulations 1998 S.I. No. 2622) |  |  |
|  |  |  |  |  |
|  |  | The Contractor’s attention is drawn to the Inland Revenue Construction Scheme, operative from the 1st August, 1999. The Contractor will be required to provide the following in accordance with Inland Revenue rules for verification by the Employer prior to the award of the Contract. |  |  |
|  |  |  |  |  |
|  |  | - Unique Tax Reference Number from HMRC | F |  |
|  |  | - Company Registration Number and Registration Name | TR |  |
|  |  |  |  |  |
|  | 121 | INSURANCES: |  |  |
|  |  | - Documentary evidence: Before starting work on site submit documentary evidence and/or policies and receipts for the insurances required by the Conditions of Contract. If the Contractor fails to produce the evidence of insurance required, the Contract will be offered to another Contractor. The Contractor shall not commence work until the above documents have been inspected and found to be satisfactory by the Employer. Where insurances expire within the currency of the contract period, evidence of renewal of the policies shall be sent to the Employer. | F  TR |  |
|  |  |  |  |  |
|  | 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 in writing to the Employer, the CA and the Insurers |  |  |
|  |  | * Failure to notify: Indemnify the Employer against any loss which may be caused by failure to give such notice | F  TR |  |
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|  |  |  |  | (A32) |
|  | **A32** | **MANAGEMENT OF THE WORKS** (Cont’d) |  |  |
|  |  |  |  |  |
|  |  | GENERALLY (Cont’d) |  |  |
|  |  |  |  |  |
|  | 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. | F  TR |  |
|  |  |  |  |  |
|  | 150 | OWNERSHIP: |  |  |
|  |  | Alteration/clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as the work proceeds | F  TR |  |
|  |  | PROGRAMME/PROGRESS |  |  |
|  | 212 | PROGRAMME |  |  |
|  |  | * Master programme: Immediately when requested and before starting work on site prepare in an approved form a master programme for the Works, which must make include details of: |  |  |
|  |  | - Planning and mobilisation by the Contractor |  |  |
|  |  | - Subcontractor’s work |  |  |
|  |  | * 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 |  |  |
|  |  | - Work by others concurrent with the Contract | F |  |
|  |  | Submit two copies to CA | TR |  |
|  |  |  |  |  |
|  | 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 minimise any delay and to recover any lost time |  |  |
|  |  | * Key Performance Indicators: Commissioning |  |  |
|  |  | - Record progress against each of the KPIs. If performance against KPI falls short of target, submit proposals for remediation | F  TR |  |
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|  | **A32** | **MANAGEMENT OF THE WORKS** (Cont’d) |  |  |
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|  |  | PROGRAMME/PROGRESS (Contd) |  |  |
|  |  |  |  |  |
|  | 261 | CA’S SITE MEETINGS: |  |  |
|  |  | * General: Site meetings will be held to review progress and other matters arising from the administration of the Contract. |  |  |
|  |  | * Frequency: Normally monthly |  |  |
|  |  | * Location: On site unless otherwise agreed |  |  |
|  |  | * Accommodation: Ensure availability at the time of such meetings |  |  |
|  |  | * Attendees: Attend meetings and inform sub-contractors and suppliers when their presence is required | F |  |
|  |  | * Chairperson (who will also take and distribute minutes): CA | TR |  |
|  |  |  |  |  |
|  | 311 | EXTENSIONS OF TIME: |  |  |
|  |  | * Notice: When a notice of the cause of any delay or likely delay in the progress of the Works is given under the conditions of contract, written notice must also be of all other causes which apply concurrently |  |  |
|  |  | * Details: As soon as possible submit: |  |  |
|  |  | * Relevant particulars of the expected effects, if appropriate, related to the concurrent causes |  |  |
|  |  | - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion. |  |  |
|  |  | - All other relevant information required |  |  |
|  |  | * Should the Contractor submit such notice in respect of a delay attributed to exceptionally adverse weather conditions (under the Conditions of Contract) the CA, when considering any such notice and certifying any extension of time relative thereto, will take into consideration the extent to which the Contractor has taken all practicable measures to prevent such delay | F  TR |  |
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|  | **A32** | **MANAGEMENT OF THE WORKS** (Cont’d) |  |  |
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|  |  | CONTROL OF COST |  |  |
|  |  |  |  |  |
|  | 420 | REMOVAL/REPLACEMENT OF EXISTING WORK |  |  |
|  |  | - Extent and location: Agree before commencement | F |  |
|  |  | - Execution: Carry out in ways that minimise the extent of work | TR |  |
|  |  |  |  |  |
|  | 431 | PROPOSED INSTRUCTIONS: |  |  |
|  |  | Estimates: If a proposed instruction requests an estimate of cost, submit (with detailed breakdown where relevant) without delay and in any case within seven days | F  TR |  |
|  |  |  |  |  |
|  | 441 | MEASUREMENT: |  |  |
|  |  | Covered work: Give reasonable notice to the Quantity Surveyor before covering work required to be measured | F  TR |  |
|  |  |  |  |  |
|  | 461 | INTERIM VALUATIONS: |  |  |
|  |  | * Applications: Include details of amounts requested under the Contract together with all necessary supporting information |  |  |
|  |  | * Submission: At least seven days before the end of each established Period for interim valuations submit to the Quantity Surveyor | F  TR |  |
|  |  |  |  |  |
|  | 470 | PRODUCTS NOT INCORPORATED INTO THE WORKS: |  |  |
|  |  | * Ownership: At the time of each valuation, supply to the Quantity Surveyor 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 | F  TR |  |
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|  |  |  |  | (A33) |
|  | **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 | F  TR |  |
|  |  |  |  |  |
|  | 121 | 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 | F  TR |  |
|  |  |  |  |  |
|  | 130 | QUALITY OF PRODUCTS: |  |  |
|  |  | * Generally: New (Proposed 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 in 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 | F  TR |  |
|  |  |  |  |  |
|  | 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: Without defects, 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 | F  TR |  |
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|  | **A33** | **QUALITY STANDARDS/CONTROL** (Cont’d) |  |  |
|  |  |  |  |  |
|  |  | STANDARDS OF PRODUCTS AND EXECUTIONS (Cont’d) |  |  |
|  |  |  |  |  |
|  | 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 | F |  |
|  |  | - Analysis of results | TR |  |
|  |  |  |  |  |
|  | 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 | F |  |
|  |  | * Any associated conditions | TR |  |
|  |  |  |  |  |
|  | 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 | F  TR |  |
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|  | **A33** | **QUALITY STANDARDS/CONTROL** (Cont’d) |  |  |
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|  |  | STANDARDS OF PRODUCTS AND EXECUTIONS (Cont’d) |  |  |
|  |  |  |  |  |
|  | 171 | MANUFACTURER’S RECOMMENDATIONS/INSTRUCTIONS: |  |  |
|  |  | * General: Comply with the manufacturer's printed recommendations and instructions current on the date of the Invitation to Tender. |  |  |
|  |  | * Changes to recommendations or instructions: Submit details |  |  |
|  |  | * Ancillary products and accessories: Use those supplied or recommended by main product manufacturer |  |  |
|  |  | * Agrément certified products: Comply with the limitations, recommendations and requirements of the relevant valid certificates |  |  |
|  |  | * The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturers' literature current at one month prior to the Contract Base Date (see also Clause A31/200) |  |  |
|  |  | * Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform CA and do not place orders for or use the affected products without further instructions | F  TR |  |
|  |  |  |  |  |
|  | 180 | WATER FOR THE WORKS: |  |  |
|  |  | * Mains supply: Clean and uncontaminated |  |  |
|  |  | * Other: Do not use until: |  |  |
|  |  | - Evidence of suitability is provided | F |  |
|  |  | - Tested to BS EN 1008 if instructed | TR |  |
|  |  |  |  |  |
|  |  | SAMPLES/APPROVALS |  |  |
|  |  |  |  |  |
|  | 210 | APPROVALS: |  |  |
|  |  | Products or executions: Comply with all specification requirements and in respect of the stated or implied characteristics either: |  |  |
|  |  | - To an express approval |  |  |
|  |  | - To match a sample expressly approved as a standard for the purpose | F  TR |  |
|  |  |  |  |  |
|  | 221 | APPROVAL OF PRODUCTS: |  |  |
|  |  | * Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programmes |  |  |
|  |  | * 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. Ensure that the product used in the Works matches the approved sample. Remove when no longer required. | F  TR |  |
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|  | **A33** | **QUALITY STANDARDS/CONTROL** (Cont’d) |  |  |
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|  |  | SAMPLES/APPROVALS (Cont’d) |  |  |
|  |  |  |  |  |
|  | 230 | APPROVAL OF EXECUTION: |  |  |
|  |  | * Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programmes |  |  |
|  |  | * 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. Ensure that the stated characteristics of the sample used in the Works matches the approved sample. Remove when no longer required. | F  TR |  |
|  |  |  |  |  |
|  |  | ACCURACY/SETTING OUT GENERALLY |  |  |
|  |  |  |  |  |
|  | 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 CA in writing of any discrepancies and obtain instructions before proceeding. | F |  |
|  |  | * Inform: When complete and before commencing construction. | TR |  |
|  |  |  |  |  |
|  | 331 | 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 the partially finished work |  |  |
|  |  | * General tolerances (maximum): Without prejudice to the above and unless specified otherwise to BS 5606, Tables 1 and 2. | F  TR |  |
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|  | **A33** | **QUALITY STANDARDS/CONTROL** (Cont’d) |  |  |
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|  |  | SAMPLES/APPROVALS (Cont’d) |  |  |
|  |  |  |  |  |
|  | 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 handover on completion | F  TR |  |
|  |  |  |  |  |
|  |  | SERVICES GENERALLY |  |  |
|  |  |  |  |  |
|  | 410 | SERVICES REGULATIONS: |  |  |
|  |  | New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority | F  TR |  |
|  |  |  |  |  |
|  | 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 | F  TR |  |
|  |  |  |  |  |
|  | 431 | 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 |  |  |
|  |  | * This certificate should be incorporated within the Health and Safety File and/or Building Manual) | F  TR |  |
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|  | **A33** | **QUALITY STANDARDS/CONTROL** (Cont’d) |  |  |
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|  |  | SERVICES GENERALLY (Cont’d) |  |  |
|  |  |  |  |  |
|  | 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 gas appliances and flues |  |  |
|  |  | - The Contractor’s name and address |  |  |
|  |  | - A statement that the installation complies with the Gas 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 the Building Manual | F  TR |  |
|  |  |  |  |  |
|  | 445 | SERVICE RUNS: |  |  |
|  |  | * General: Provide adequate space and support for services, including unobstructed routes and fixings |  |  |
|  |  | * Ducts, chases and holes: Form during construction rather than cut |  |  |
|  |  | * Coordination with other works: Submit details of locations, types/methods of fixing of services to fabric and identification of runs and fittings | F  TR |  |
|  |  |  |  |  |
|  | 450 | MECHANICAL AND ELECTRICAL SERVICES: |  |  |
|  |  | * Final tests and commissioning: Must be carried 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 | F  TR |  |
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|  | **A33** | **QUALITY STANDARDS/CONTROL** (Cont’d) |  |  |
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|  |  | 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 the person-in-charge or site agent | F  TR |  |
|  |  |  |  |  |
|  | 525 | ACCESS: |  |  |
|  |  | * Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or Subcontractors where work is being prepared for the Contract | F |  |
|  |  | * Designate: CA or his/her authorised representative | TR |  |
|  |  |  |  |  |
|  | 530 | OVERTIME WORKING: |  |  |
|  |  | * Notice: (See also Clause A35/172). Prior to overtime being worked, submit details of times, types and locations of work to be done. |  |  |
|  |  | - Minimum period of notice: 7 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 | F  TR |  |
|  |  |  |  |  |
|  | 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 the defective products or work, or | F |  |
|  |  | - Be rendered abortive by remedial work | TR |  |
|  |  |  |  |  |
|  | 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 | F |  |
|  |  | * Records: Submit a copy of test certificates and retain copies on site | TR |  |
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|  | **A33** | **QUALITY STANDARDS/CONTROL** (Cont’d) |  |  |
|  |  |  |  |  |
|  |  | 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 appliances, valves and controls. | F  TR |  |
|  |  |  |  |  |
|  | 720 | SECURITY AT COMPLETION: |  |  |
|  |  | * General: Leave the Works secure with, where appropriate, all accesses locked. |  |  |
|  |  | * Keys: Account for and adequately label all keys and handover to the Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt. | F  TR |  |
|  |  |  |  |  |
|  | 730 | MAKING GOOD DEFECTS: |  |  |
|  |  | * Remedial work: Arrange access with CA |  |  |
|  |  | * Rectification: Give reasonable notice for access to the various parts of the Works. | F |  |
|  |  | * Completion: Notify when remedial works have been completed. | TR |  |
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|  | **A34** | **SECURITY/SAFETY/PROTECTION** |  |  |
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|  |  | SECURITY, HEALTH AND SAFETY |  |  |
|  |  |  |  |  |
|  | 142 | THE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN / RISK ASSESSMENT / METHOD STATEMENT |  |  |
|  |  | * Submission: Present to the CA no later than two weeks before the proposed date for start of construction work |  |  |
|  |  | * 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 Appendix 3 and The Principal Designer and a copy produced for the Contractor to display on site |  |  |
|  |  | * Content: Develop the plan from and draw on the Construction Phase Health and Safety Plan, clause A30/570 | F  TR |  |
|  |  |  |  |  |
|  | 145 | HSE APPROVED CODES OF PRACTICE: |  |  |
|  |  | Comply with the following:- |  |  |
|  |  | * Management of Health and Safety at Work | F |  |
|  |  | * Construction (Design and Management) Regulations. | TR |  |
|  |  |  |  |  |
|  |  | In addition to the above comply with the following: |  |  |
|  |  | * Strategies for the health and safety of staff and pupils' (relative to construction projects on Educational premises) published by the Education Service Advisory Committee of the Health and Safety Commission |  |  |
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|  | **A34** | **SECURITY/SAFETY/PROTECTION** (Cont’d) |  |  |
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|  |  | SECURITY, HEALTH AND SAFETY (Cont’d) |  |  |
|  |  |  |  |  |
|  | 148 | SAFETY: |  |  |
|  |  | * The Contractor shall have submitted prior to his Tender, * confirmation of registration with a SSIP constituent body or * equivalent approved scheme (also see clause A30/552). He shall * submit, within two working days of being requested to do so, his * method statement for the individual scheme for approval by the * Employers Health and Principal Designer and no tender shall be * accepted until such approval has been obtained. |  |  |
|  |  | * The Contractor shall carry out his operations in strict accordance with the approved Construction Phase Health and Safety Plan and HSE approved Codes of Practice and shall ensure that all Sub-Contractors, Suppliers and others present on the site of the Works also strictly comply with the approved Construction Phase Health and Safety Plan and HSE approved Codes of Practice |  |  |
|  |  | * After a Tender has been accepted, the Contractor shall provide the CA with a copy of the Construction Phase Health and Safety Plan for approval and use during the course of the Contract. |  |  |
|  |  | * Should the CA observe any operations which are in breach of the approved Safety Policy, Construction Phase Health and Safety Plan and approved Codes of Practice, he will call upon the advice of the Principal Designer. The CA shall then inform the Contractor, initially orally and subsequently in writing, of any such breach which is to be remedied immediately. Should the Contractor not take the appropriate action, the breach will be reported to the Health and Safety Executive. |  |  |
|  |  | * If the CA expresses general dissatisfaction with the Contractor’s compliance with his Safety Policy, Construction Phase Health and Safety Plan and the approved Codes of Practice, the Contractor shall be informed of such dissatisfaction and the CA shall submit a report to the appropriate Committee appointed by the Employer, recommended that the Contractor be not engaged by the Employer for a period of three years and the name of the firm concerned be removed from any list of approved Contractors for the same period. A copy of the report will be forwarded to the Health and Safety Executive. |  |  |
|  |  | * Where the Contractor is served with a Prohibition or Improvement Notice from the Health and Safety Executive he shall in any case immediately send a copy of the Notice both to the Employer and the CA | F  TR |  |
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|  | **A34** | **SECURITY/SAFETY/PROTECTION** (Cont’d |  |  |
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|  |  | SECURITY, HEALTH AND SAFETY (Cont’d) |  |  |
|  |  |  |  |  |
|  | 149 | MOVEMENT OF VEHICLES OR PLANT: |  |  |
|  |  | The Contractor shall inform the CA/Headteacher or Principal Officer in charge of any occupied premises on the site of the Works before moving any vehicle or plant along or across any playground, paved area, playing field, access road or drive, etc., in order that staff can assist in ensuring a clear passage for the vehicles or plant. The Contractor is to provide assistance to the drivers of vehicles and plant when reversing and when manoeuvring in confined spaces | F  TR |  |
|  |  |  |  |  |
|  | 151 | SECURITY: |  |  |
|  |  | * Protection: Safeguard the site, the Works, products, materials, plant, and any existing buildings affected by the Works from damage and theft. Effect such additional insurance as is necessary to adequately cover any risks taken in respect of the above. |  |  |
|  |  | * Access: Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property | F  TR |  |
|  |  | * Special requirements: |  |  |
|  |  |  |  |  |
|  | 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 | F  TR |  |
|  |  |  |  |  |
|  | 171 | OCCUPIED PREMISES: |  |  |
|  |  | * Extent: Existing buildings will be occupied as follows - * occupied during the first week of the contract (site establishment and preparatory works only during this period) * unoccupied thereafter except staff/teachers may require access to classrooms at various times during the school holiday period - allow safe access for staff/teachers during this period. |  |  |
|  |  | * Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users. |  |  |
|  |  | * Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorised by the CA in advance (refer to Clause A35/172) | F  TR |  |
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|  | **A34** | **SECURITY/SAFETY/PROTECTION** (Cont’d |  |  |
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|  |  | SECURITY, HEALTH AND SAFETY (Cont’d) |  |  |
|  |  |  |  |  |
|  | 180 | PASSES: |  |  |
|  |  | * Controlled areas: Passes will be required for access to the school |  |  |
|  |  | * Authorised persons: Submit a list of the names of persons requiring passes together with any other related information reasonably required. |  |  |
|  |  | * Return passes when requested or on completion of the work to which the pass relates | F  TR |  |
|  |  |  |  |  |
|  | 190 | OCCUPIER'S RULES AND REGULATIONS |  |  |
|  |  | * Compliance: Conform to the occupier's rules and regulations affecting the site |  |  |
|  |  |  |  |  |
|  | 210 | EMPLOYER’S REPRESENTATIVES SITE VISITS: |  |  |
|  |  | * Safety: Submit details in advance to the Employer and 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. | F  TR |  |
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|  | **A34** | **SECURITY/SAFETY/PROTECTION** (Cont’d) |  |  |
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|  |  | PROTECT AGAINST THE FOLLOWING |  |  |
|  |  |  |  |  |
|  | 331 | NOISE CONTROL: |  |  |
|  |  | * Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3 to minimise noise levels during the execution of the Works |  |  |
|  |  | * Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles. |  |  |
|  |  | * Ensure that every such compressor, silencer or other contrivance is maintained in good and efficient working order and is not altered in any manner which maximises the noise in operation. |  |  |
|  |  | * Restrictions: Do not use: |  |  |
|  |  | - Pneumatic drills and other noisy appliances without consent during the hours of 9.00am and 5.00pm |  |  |
|  |  | - Radios or other audio equipment or permit employees to use in ways or at times which may cause nuisance. | F  TR |  |
|  |  |  |  |  |
|  | 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 | F  TR |  |
|  |  |  |  |  |
|  | 350 | PESTICIDES: |  |  |
|  |  | - Use: Only where specified or approved, and then only suitable products as listed on www.pesticides.gov.uk |  |  |
|  |  | - Restrictions: Work near water, drainage ditches or land drains must comply with the 'Guidelines for the use of herbicides on weeds in or near water courses and lakes'. |  |  |
|  |  | - Containers: Comply with manufacturer's disposal recommendations. Remove from site immediately when they have been emptied or are no longer required. |  |  |
|  |  | - Competence: Operatives must hold a BASIS Certificate of Competence, or work under the supervision of a Certificate holder. | F  TR |  |
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|  | **A34** | **SECURITY/SAFETY/PROTECTION** (Cont’d) |  |  |
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|  |  | PROTECT AGAINST THE FOLLOWING (Cont’d) |  |  |
|  |  |  |  |  |
|  | 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 | F  TR |  |
|  |  |  |  |  |
|  | 370 | ASBESTOS CONTAINING MATERIALS: |  |  |
|  |  | - Duty: Report immediately to the CA any suspected materials discovered during execution of the Works. |  |  |
|  |  | - Do not disturb | F |  |
|  |  | - Agree methods for safe removal or encapsulation | TR |  |
|  |  |  |  |  |
|  | 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 Confederation and the Fire Protection Association (‘The Joint Fire Code’) | F TR |  |
|  |  |  |  |  |
|  | 390 | SMOKING ON SITE: | F |  |
|  |  | Smoking on site: Not permitted | TR |  |
|  |  |  |  |  |
|  | 400 | BURNING ON SITE: | F |  |
|  |  | Burning on site: Not permitted | TR |  |
|  |  |  |  |  |
|  | 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 | F |  |
|  |  | - Excessive movement | TR |  |
|  |  |  |  |  |
|  | 420 | INFECTED TIMBER/CONTAMINATED MATERIALS: |  |  |
|  |  | - Removal: Where instructed to remove material affected by fungal/insect attack from the building, minimise the risk of infecting other parts of the building |  |  |
|  |  | - Testing: carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro-organisms are within acceptable levels | F  TR |  |
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|  | **A34** | **SECURITY/SAFETY/PROTECTION** (Cont’d) |  |  |
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|  |  | PROTECT AGAINST THE FOLLOWING (Cont’d) |  |  |
|  |  |  |  |  |
|  | 430 | WASTE: |  |  |
|  |  | - Includes: Rubbish, debris, spoil, containers and surplus material |  |  |
|  |  | - Minimise: Keep the site and the site and Works clean and tidy. |  |  |
|  |  | - Remove: Frequently and dispose of off site in a safe and competent |  |  |
|  |  | manner: |  |  |
|  |  | - Non-hazardous material: In a manner approved by a Waste Regulation Authority. |  |  |
|  |  | - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations. |  |  |
|  |  | - Voids and cavities in the construction: remove rubbish, dirt and residues before closing in. | F |  |
|  |  | - Waste transfer documentation: Retain on site | TR |  |
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|  | 440 | ELECTROMAGNETIC INTERFERENCE: |  |  |
|  |  | Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site | F  TR |  |
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|  |  |  |  | (A34) |
|  | **A34** | **SECURITY/SAFETY/PROTECTION** (Cont’d) |  |  |
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|  |  | PROTECT THE FOLLOWING |  |  |
|  |  |  |  |  |
|  | 510 | EXISTING SERVICES: |  |  |
|  |  | - Confirmation: Notify all service authorities, statutory undertakers and/or adjacent owners of the proposed works not less than one week before commencing site operations |  |  |
|  |  | - Identification: Before starting work check and mark positions of mains/services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory authorities or other owners |  |  |
|  |  | - Work adjacent to services: |  |  |
|  |  | - Comply with service authority's/statutory undertaker's recommendations |  |  |
|  |  | - Observe the requirements stipulated at the site of any structure, housing or enclosing service installations maintained by any service authority or other owner, which site lies in close proximity to the building site and which could be affected by the Contractor's site operations. |  |  |
|  |  | - Adequately protect, and prevent damage to services. Do not interfere with their operation without consent of the service authorities/statutory undertakers or owners |  |  |
|  |  | - Identifying services: |  |  |
|  |  | - Below ground: Use signboards, giving type and length |  |  |
|  |  | - Overhead: Use headroom markers |  |  |
|  |  | - Damage to services: If any results from execution of the Works: |  |  |
|  |  | - Immediately give notice and notify appropriate service authorities/statutory undertakers |  |  |
|  |  | - Make arrangements for the work to be made good without delay to the satisfaction of the service authority/statutory undertaker or owner as appropriate. |  |  |
|  |  | - Any measures taken by the CA 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 the service authority's/statutory undertaker's recommendations. | F  TR |  |
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|  |  |  |  | (A34) |
|  | **A34** | **SECURITY/SAFETY/PROTECTION** (Cont’d) |  |  |
|  |  |  |  |  |
|  |  | PROTECT THE FOLLOWING (Cont’d) |  |  |
|  |  |  |  |  |
|  | 521 | ROADS AND FOOTPATHS: |  |  |
|  |  | - General: On taking possession of the site, the CA and Contractor shall agree a written schedule of the general standard of the condition of the roadworks, footpaths, car parks and landscaped areas adjacent to or within the bounds of the immediate access to the site. |  |  |
|  |  | - Duty: Maintain roads, car parks 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. | F  TR |  |
|  |  |  |  |  |
|  | 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 | F  TR |  |
|  |  | - Special requirements: None |  |  |
|  |  |  |  |  |
|  | 570 | EXISTING WORK: |  |  |
|  |  | - Protection: Prevent damage to existing work, structures or other property during the course of the work. |  |  |
|  |  | - Removal: Minimum amount necessary | F |  |
|  |  | - Replacement work: To match existing | TR |  |
|  |  |  |  |  |
|  | 580 | BUILDING INTERIORS: |  |  |
|  |  | Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of work | F  TR |  |
|  |  |  |  |  |
|  | 600 | EXISTING FURNITURE, FITTINGS AND EQUIPMENT: |  |  |
|  |  | - Protection: Prevent damage or move as necessary to enable the Works to be executed cover and protect as necessary. Reinstate in original positions | F  TR |  |
|  |  |  |  |  |
|  | 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 | F  TR |  |
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|  | **A34** | **SECURITY/SAFETY/PROTECTION** (Cont’d) |  |  |
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|  |  | PROTECT THE FOLLOWING (Cont’d) |  |  |
|  |  |  |  |  |
|  | 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 the 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 | F |  |
|  |  | - Standard: Comply with BS 5975 and BS EN 12812. | TR |  |
|  |  |  |  |  |
|  | 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. | F  TR |  |
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|  |  |  |  | (A35) |
|  | **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 | F  TR |  |
|  |  |  |  |  |
|  | 130 | METHOD/SEQUENCE OF WORK: |  |  |
|  |  | Specific limitations: |  |  |
|  |  |  |  |  |
|  |  | During the first week of the project, when the school is in occupation, the works will be restricted to site establishment and preparatory works only. | F  TR |  |
|  | 133 | ACCESS TO THE SITE: | F |  |
|  |  | See section A12 | TR |  |
|  |  |  |  |  |
|  | 137 | USE OF THE SITE: | F |  |
|  |  | See section A12 | TR |  |
|  |  |  |  |  |
|  | 155 | SCAFFOLDING: | F |  |
|  |  | Scaffolding: Make available to subcontractors and others at all times. | TR |  |
|  |  |  |  |  |
|  | 157 | WORKING AREA for the Contractor: | F |  |
|  |  | See section A12 | TR |  |
|  |  |  |  |  |
|  | 171 | WORKING HOURS: |  |  |
|  |  | Working hours are limited to the normal working hours defined in the National Working Rule 2 for the Building Industry as appropriate to the area in which the work are located. | F  TR |  |
|  |  |  |  |  |
|  | 172 | WORKING HOURS OVERTIME: |  |  |
|  |  | - General: See also clause A33/530 |  |  |
|  |  | - Where the CA instructs the Contractor to work overtime the Contractor will be reimbursed the additional cost of overtime working |  |  |
|  |  | - Where the CA authorises but does not instruct the Contractor to work overtime, the Contractor will not be reimbursed for any additional costs due to overtime working. Furthermore, the Contractor will be required to pay the cost of supervision incurred by the Employer because of such overtime, and this cost will be deducted from the amount due to the Contractor under any interim or final certificate. | F  TR |  |
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|  |  |  |  | (A36) |
|  | **A36** | **FACILITIES/TEMPORARY WORKS/SERVICES** |  |  |
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|  |  | GENERALLY |  |  |
|  |  |  |  |  |
|  | 130 | COMPOUND |  |  |
|  |  | - An area of land may be available for use as a compound area. |  |  |
|  |  | - The provision of land for use as a compound area will be subject to the following - |  |  |
|  |  | - It is solely for the purpose for carrying out the Works |  |  |
|  |  | - The use to which it is put does not involve undue risk of damage |  |  |
|  |  | - When vacated on completion, its condition is at least equivalent to its condition at the start of the Contract | F  TR |  |
|  |  |  |  |  |
|  | 135 | MATERIALS STORAGE |  |  |
|  |  | - Materials may be stored within the school subject to protection of existing finishes. Any damaged caused due to storage are to be made good at the Contractors sole expense.  - Note: storage of materials within the school in the first week of the contract whilst the school is in operation is not permitted. | F  TR |  |
|  |  |  |  |  |
|  |  | ACCOMMODATION |  |  |
|  |  |  |  |  |
|  | 231 | TEMPORARY ACCOMMODATION: |  |  |
|  |  | - Employer to provide |  |  |
|  |  | - Accommodation made available by the Employer. 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 Works |  |  |
|  |  | - 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 before being carried out |  |  |
|  |  | - It is vacated on completion of the Works or determination of the Contract |  |  |
|  |  | - When vacated, its condition is at least equivalent to its condition at the start of the Contract |  |  |
|  |  | - All licences/wayleave permissions are obtained prior to occupation and all fees and charges in connection with its use are paid |  |  |
|  |  | - Description: Use of existing Classrooms |  |  |
|  |  | - Available services and facilities: Office, Toilets, Messing and Storage Facilities | F |  |
|  |  | - Restrictions: Keep tidy and return to Employer in its original condition | TR |  |
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|  |  |  |  | (A36) |
|  | **A36** | **FACILITIES/TEMPORARY WORKS/SERVICES** (Cont’d) |  |  |
|  |  |  |  |  |
|  |  | ACCOMMODATION (Contd) |  |  |
|  |  |  |  |  |
|  | 231 | TEMPORARY ACCOMMODATION (Contd): |  |  |
|  |  | - Contractor to provide |  |  |
|  |  | - Proposals for temporary accommodation and storage for the Works: |  |  |
|  |  | Submit two weeks prior to the Commencement Date |  |  |
|  |  | - Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal | F  TR |  |
|  | 261 | SANITARY ACCOMMODATION: |  |  |
|  |  | Maintain existing toilet accommodation and maintain in a clean and odour free condition. Return to Employer on completion | F  TR |  |
|  |  |  |  |  |
|  |  | TEMPORARY WORKS |  |  |
|  |  |  |  |  |
|  | 310 | ROADS: |  |  |
|  |  | Permanent roads, hardstandings and footpaths on the site: The following may be used, subject to clause A34/521: |  |  |
|  |  | - Details: Existing roads and pavings |  |  |
|  |  | - Protective or remedial measures: Protect as necessary and make  good any damage to the satisfaction of the CA on completion | F  TR |  |
|  |  |  |  |  |
|  | 325 | TEMPORARY FENCING, HOARDINGS ETC. GENERALLY: |  |  |
|  |  | General: Provide and maintain all necessary temporary fencing, hoardings, screens, fans, planked footways, guard rails, gantries and the like, in addition to any specific requirements elsewhere contained within the Specification, for the proper protection of the public and the occupants of, or visitors to, any adjoining premises and also to meet the requirements laid down by the Local Authority or other Public Body. Allow for relocating as necessary during the course of the works, cleaning away on completion and making good. | F  TR |  |
|  |  |  |  |  |
|  | 340 | NAME BOARDS/ADVERTISEMENTS: | F |  |
|  |  | Name boards/advertisements: Not permitted | TR |  |
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|  | 345 | ADVERTISING: |  |  |
|  |  | General: Other than the above mentioned name board the Employer reserves to himself all rights of advertising on any fence, hoarding, scaffolding or other item used on the Works | F  TR |  |
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|  |  |  |  | (A36) |
|  | **A36** | **FACILITIES/TEMPORARY WORKS/SERVICES** (Cont’d) |  |  |
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|  |  | 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 | F  TR |  |
|  |  |  |  |  |
|  | 421 | LIGHTING AND POWER: |  |  |
|  |  | - Supply: Electricity from the Employer’s mains may be used for the Works as follows: |  |  |
|  |  | - Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply. |  |  |
|  |  | - The supply will be metered and charged to the Contractor (See Clause A36/540). | F  TR |  |
|  |  |  |  |  |
|  | 431 | WATER: |  |  |
|  |  | - Supply: The Employer’s mains may be used for the Works as follows: |  |  |
|  |  | - Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply |  |  |
|  |  | - The supply will be metered and charged to the Contractor (See Clause A36/540). | F  TR |  |
|  |  |  |  |  |
|  | 440 | TELEPHONES: |  |  |
|  |  | Direct communication: As soon as practicable after the Date of |  |  |
|  |  | Possession provide the Contractor’s person in charge with a mobile telephone | F  TR |  |
|  |  |  |  |  |
|  | 459 | DRYING OUT THE WORKS: |  |  |
|  |  | General: Provide all necessary equipment, fuel and labour required for and adequately dry out the works prior to practical completion. Equipment to be used shall be to the approval of the CA.(See also Clause A34/410) | F  TR |  |
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|  |  |  |  | (A36) |
|  | **A36** | **FACILITIES/TEMPORARY WORKS/SERVICES** (Cont’d) |  |  |
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|  |  | SERVICES AND FACILITIES (Cont’d) |  |  |
|  |  |  |  |  |
|  | 521 | USE OF PERMANENT HEATING SYSTEM: |  |  |
|  |  | - Permanent heating installation: May be used for drying out the Works/services and controlling temperature and humidity levels |  |  |
|  |  | - Installation: If used: |  |  |
|  |  | - Take responsibility for operation, maintenance and remedial work |  |  |
|  |  | - Arrange supervision by and indemnification of the appropriate Subcontractors | F |  |
|  |  | - Pay costs arising | TR |  |
|  |  |  |  |  |
|  | 531 | BENEFICIAL USE OF INSTALLED SYSTEMS: |  |  |
|  |  | - Permanent Systems: Unless specific permission is given by the Employer and installer, do not use for any purpose other than running in, testing and commissioning. |  |  |
|  |  | - Other uses: If permission is given for any other use of a system before the Works are accepted as complete, it must be subject to a separate written agreement between the parties and in accordance with the recommended procedures given in NJCC Guidance Note 10 | F  TR |  |
|  |  |  |  |  |
|  | 540 | METER READINGS: |  |  |
|  |  | Charges for service supplies: Where to be apportioned ensure that: |  |  |
|  |  | - Meter readings are taken by relevant authority at possession and/or completion as appropriate. | F |  |
|  |  | - Copies of readings are supplied to interested parties | TR |  |
|  |  |  |  |  |
|  | 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. | F  TR |  |
|  |  |  |  |  |
|  | 571 | 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 |  |  |
|  |  | - High visibility waistcoats to BS EN 471 Class 2 |  |  |
|  |  | - Safety boots with steel insole and toecap to BS EN ISO 20345 |  |  |
|  |  | - 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 | F |  |
|  |  | - Hand protection - to BS EN 388, 407, 420 and 511 as appropriate | TR |  |
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|  | **A37** | **OPERATION/MAINTENANCE OF THE FINISHED BUILDING** |  |  |
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|  | 112 | THE HEALTH AND SAFETY FILE: |  |  |
|  |  | A Health and Safety File is to be provided for the project. |  |  |
|  |  |  |  |  |
|  |  | The information to be provided should be relevant to the size, scope and specification of the project. |  |  |
|  |  |  |  |  |
|  |  | The information to form part of the Health and Safety File will include where applicable |  |  |
|  |  | • Description of the works carried out  • Contracted Parties  • As Built Drawings  • Contractors Produced Drawings  • Inspection and Testing Certificates  (Electrical/Mechanical/Fire Panel/Gas)  • Key elements of construction materials  • All relevant operation and maintenance manuals  • Product/Supplier Information  • COSHH Information Data Sheets  • Guarantees  • Any additional information which may be found useful in assessing future health and safety issues in relation to alteration, maintenance or demolition of the building |  |  |
|  |  | The Health and Safety File is to be submitted to the CA for delivery to the Employer | F  TR |  |
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|  | **A37** | **OPERATION/MAINTENANCE OF THE FINISHED BUILDING** (Cont'd) |  |  |
|  |  |  |  |  |
|  | 165 | 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. | F |  |
|  |  | - Time of submission: At commencement of commissioning | TR |  |
|  |  |  |  |  |
|  | 170 | TRAINING: |  |  |
|  |  | - Objective: Before Completion, explain and demonstrate to the designated maintenance staff the purpose, function and operation of the installations | F  TR |  |
|  |  |  |  |  |
|  | 175 | MAINTENANCE REQUIREMENTS |  |  |
|  |  | The Contractor is to provide to the CA before Practical Completion a comprehensive schedule of maintenance requirements for the equipment installed. |  |  |
|  |  | The schedule is to list each item of equipment and identify the maintenance periods, together with the routine/preventative maintenance required. | F  TR |  |
|  |  |  |  |  |
|  | 180 | SPARE PARTS: |  |  |
|  |  | - General: Before Completion submit to the CA a 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: |  |  |
|  |  | - Manufacturer's current price, including packaging and delivery to site. |  |  |
|  |  | - Checking receipts, marking and numbering in accordance with the schedule of spare parts |  |  |
|  |  | - Plant and equipment list |  |  |
|  |  | - Painting greasing etc. and packing to prevent deterioration during storage |  |  |
|  |  | - Latest date for submission: two weeks before the date for  completion stated in the contract | F  TR |  |
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|  | **A40** | **CONTRACTOR’S GENERAL COST ITEMS: MANAGEMENT AND STAFF** |  |  |
|  |  |  |  |  |
|  | 110 | MANAGEMENT AND STAFF |  |  |
|  |  | Cost significant items …………………………………………………………………. | F  TR |  |
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|  | **A41** | **CONTRACTOR’S GENERAL COST ITEMS: SITE ACCOMMODATION** |  |  |
|  |  |  |  |  |
|  |  | Details: Site accommodation required or made/not made available by the Employer: See section A36 |  |  |
|  |  |  |  |  |
|  | 110 | SITE ACCOMMODATION | F |  |
|  |  | Cost significant items | TR |  |
|  |  |  |  |  |
|  | **A42** | **CONTRACTOR’S GENERAL COST ITEMS: SERVICES AND FACILITIES** |  |  |
|  |  |  |  |  |
|  |  | Details: Services and facilities required or made/not made available by the Employer: See section A36 |  |  |
|  |  |  |  |  |
|  | 110 | POWER, LIGHTING, WATER, SAFETY, HEALTH AND WELFARE STORAGE OF MATERIALS ETC., necessary for the proper execution of the works | F  TR |  |
|  |  |  |  |  |
|  | 180 | RUBBISH DISPOSAL, CLEANING, DRYING OUT, PROTECTION, SECURITY ETC., necessary for the proper execution of the works | F  TR |  |
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|  | **A43** | **CONTRACTOR’S GENERAL COST ITEMS: MECHANICAL PLANT** |  |  |
|  |  |  |  |  |
|  | 110 | CRANES, MECHANICAL PLANT AND VEHICLES ETC., necessary for the proper execution of the works | F  TR |  |
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|  | **A44** | **CONTRACTOR’S GENERAL COST ITEMS: TEMPORARY WORKS** |  |  |
|  |  |  |  |  |
|  |  | Details: Temporary works required or made/not made available by the Employer: See section A36 |  |  |
|  |  |  |  |  |
|  | 110 | TEMPORARY ROADS, SCAFFOLDING, HOARDINGS, FENCING, ETC necessary for the proper execution of the Works. | F  TR |  |
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|  |  |  |  | (A50-A55) |
|  | **A50** | **WORK/PRODUCTS BY/ON BEHALF OF THE EMPLOYER** |  |  |
|  |  |  |  |  |
|  | 111 | WORK BY/ON BEHALF OF THE EMPLOYER: |  |  |
|  |  | Included in Provisional Sums Section elsewhere within this Specification | F  TR |  |
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|  | 120 | PRODUCTS PROVIDED BY/ON BEHALF OF THE EMPLOYER: |  |  |
|  |  | - General: Details of such products are given in the relevant work sections, for fixing by the Contractor. Use for no other purpose than the Works |  |  |
|  |  | - Handling: Accept delivery, check against receipts and take into appropriate storage | F |  |
|  |  | - Surplus products: Keep safe and obtain instructions | TR |  |
|  |  |  |  |  |
|  | **A53** | **WORK BY STATUTORY AUTHORITIES/UNDERTAKERS** |  |  |
|  |  | Included in Provisional Sums Section elsewhere within this Specification | F  TR |  |
|  |  |  |  |  |
|  | **A54** | **PROVISIONAL WORK/ITEMS** |  |  |
|  |  | Included in Provisional Sums Section elsewhere within this Specification | F  TR |  |
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|  |  | SECTION NR. 1 - PRELIMINARIES/GENERAL CONDITIONS |  |  |
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|  |  | Carried to General Summary | £ |  |
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