

A10 PROJECT PARTICULARS

110 THE PROJECT

- Name: Horley Pavilion Café
- Nature: The design and construction a single storey pavilion to be used as a café.
- Location: Horley Recreation Ground, Brighton Road, Horley RH6 8DA
- Length of contract: 20no. calendar weeks (inclusive) or Tenderer to advise on the Form of Tender.

120 EMPLOYER (CLIENT)

- Name: Horley Town Council
- Address: 92 Albert Road, Horley, Surrey RH6 7HZ
- Telephone: 01293 784765
- Contact Point: Joan Walsh

130 PRINCIPAL CONTRACTOR (CDM)

- Name: The contractor subject to appointment.

140 PERSON EMPOWERED BY THE CONTRACT TO ACT ON BEHALF OF THE EMPLOYER (Employer's Agent)

- Name Copeland Yussuf LLP
- Address: 3 Borthwick Street, Deptford, London SE8 3GH
- Telephone: 020 3005 8660
- Contact Point: David Copeland

150 PRINCIPAL DESIGNER

- Name: Copeland Yussuf LLP
- Address: 3 Borthwick Street, Deptford, London SE8 3GH
- Telephone: 020 3005 8660
- Contact Point: David Copeland

190 CLERK OF WORKS

- Name: None

A11 TENDER AND CONTRACT DOCUMENTS

110 TENDER DRAWINGS

- The tender drawings are Copeland Yussuf drawings: 190.002.SKA/B, 190.002SKB/A, 190.002.SKC/A, 190.002.SKD, 190.002.SKE, 190.002.SKF.

120 CONTRACT DRAWINGS

- As the Tender Drawings.

160 PRECONSTRUCTION INFORMATION

- Copeland Yussuf document 190.002/PCI – September 2018

A12 THE SITE/ EXISTING BUILDINGS

110 THE SITE

- Name: Horley Pavilion Café
- Nature: The design and construction a single storey pavilion to be used as a café.
- Location: Horley Recreation Ground, Brighton Road, Horley RH6 8DA
- Length of contract: 20no. calendar weeks (inclusive) or Tenderer to advise on the Form of Tender.

140 EXISTING MAINS AND SERVICES

- All services (including temporary) to be provided by Contractor.

200 ACCESS TO THE SITE

- Description: Via Brighton Road, Horley RH6 8DA.
- Limitations: To be ascertained by contractor.

210 PARKING

- To be ascertained by Contractor.

220 USE OF THE SITE

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

240 HEALTH AND SAFETY HAZARDS

- Contractor is to ascertain if any additional information is required to ensure the safety of all persons and the Works.

250 SITE VISIT

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

A13 DESCRIPTION OF THE WORKS

110 PREPARATORY WORK BY OTHERS

- Works: None.

120 THE WORKS

- Description: The full design and build of a single storey pavilion to be used as a café including various associated external works.

130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

- Description: None known.

A20 JCT DESIGN AND BUILD CONTRACT (DB)

221 JCT DESIGN AND BUILD CONTRACT (DB)

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

THE RECITALS

First

THE WORKS

- Comprise: As Clause A13/120.

Fifth

DIVISION OF THE WORKS INTO SECTIONS

- None.

THE ARTICLES

3

EMPLOYER'S AGENT

- Employer's Agent: See clause A10/140

5 and 6

PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

- Principal Designer: See clause A10/150
- Principal Contractor: See clause A10/130.

9

LEGAL PROCEEDINGS

- Amendments: None.

CONTRACT PARTICULARS

PART 1: GENERAL

Fourth recital and clause 4.5

CONSTRUCTION INDUSTRY SCHEME (CIS)

- Employer at the Base Date is a contractor for the purposes of the CIS.

Fifth Recital

DESCRIPTION OF SECTIONS

- None.

Sixth Recital

FRAMEWORK AGREEMENT

- Framework agreement: Does not apply.

Seventh Recital and Part 1 of Schedule 2

SUPPLEMENTAL PROVISIONS - PART 1

- Site manager: Paragraph 1 applies.
- Named subcontractors: Paragraph 2 applies.
- Bills of quantities: Paragraph 3 does not apply.
- Valuation of changes - Contractor's estimate: Paragraph 4 applies.
- Loss and expense - Contractor's estimates: Paragraph 5 applies.

Seventh Recital and Part 2 of Schedule 2

SUPPLEMENTAL PROVISIONS - PART 2

- Acceleration quotation: Paragraph 6 applies.
- Collaborative working: paragraph 7 applies.
- Health and safety: Paragraph 8 does not apply.
- Cost savings and value improvements: Paragraph 9 does not apply.
- Sustainable developments and environmental considerations: Paragraph 10 does not apply.
- Performance indicators and monitoring: Paragraph 11 applies.
- Notification and negotiation of disputes: Paragraph 12 does not apply.

Article 4

EMPLOYER'S REQUIREMENTS, CONTRACTOR'S PROPOSALS,
CONTRACT SUM ANALYSIS

- Employer's Requirements: Are the documents prepared by Copeland Yussuf LLP.
- Contractor's Proposals: TBC.
- Contract Sum analysis: As per Appendix A.
- Specific Requirements: None.

Article 8

ARBITRATION

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

Clause 1.1

BASE DATE

- Base Date: 10 days prior to the tender return date.

Clause 1.1

CDM PLANNING PERIOD

- Shall mean the period of 4No. weeks ending on the date of possession.

Clause 1.1

DATE FOR COMPLETION OF THE WORKS

- Date: 20no weeks from date of possession.
- The contractor is to note that the favoured contractor will be awarded the contract within 2no weeks from the tender return date and will be expected to start work circa 1no month from the tender return date.

Clause 1.7

ADDRESSES FOR SERVICE OF NOTICES

- Employer: As A10, 120
- Contractor: As A10 130

Clause 1.8

ELECTRONIC COMMUNICATIONS

- The communications that may be made electronically and the format in which those are to be made: None

Clause 2.3

DATE FOR POSSESSION OF THE SITE:

- To be confirmed however anticipated to be circa 1no month after the tender return date.

Clause 2.4 and 2.26.3

DEFERMENT OF POSSESSION OF THE SITE

- Clause 2.4 applies.
- Where clause 2.4 applies, maximum period of deferment is 6no weeks.

Clause 2.17.3

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

- Limit of Contractor's liability for loss of use: Unlimited.

Clause 2.29.2

LIQUIDATED DAMAGES

- Damages: at the rate of £500.00 per week or part thereof.

Clause 2.35

RECTIFICATION PERIOD

- 12no. Months from the date of practical completion

Clause 4.6

ADVANCE PAYMENT AND ADVANCE PAYMENT BOND

- Advance Payment: Clause 4.6 does not apply.

Clause 4.7

METHOD OF PAYMENT – ALTERNATIVES

- Payment: Periodically, in accordance with Alternative B (clause 4.14).
- Dates of Applications for Interim Payment: The first date is 4 weeks after commencement on site with the penultimate payment anticipated at practical completion.

Clause 4.15.4

LISTED ITEMS - UNIQUELY IDENTIFIED

- Listed items: Clause 4.15.4 will be deleted.

Clause 4.15.5

LISTED ITEMS - NOT UNIQUELY IDENTIFIED

- Listed items: Clause 4.15.5 will be deleted.

Clause 4.17.1

RETENTION PERCENTAGE

- Retention: 5 per cent.

Clause 4.18 and Schedule 7

FLUCTUATIONS OPTIONS

- Schedule 7: Fluctuations Option A applies.
- Percentage addition: For Fluctuations Option A, paragraph A.12: 0 per cent.

Clause 6.4.1.2

CONTRACTOR'S INSURANCE – INJURY TO PERSONS OR PROPERTY

- Insurance cover (for any one occurrence or series of occurrences arising out of one event): £5,000,000.00.

Clause 6.5.1

INSURANCE – LIABILITY OF EMPLOYER

- Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event: £5,000,000.00.

Clause 6.7 and Schedule 3

INSURANCE OF THE WORKS – INSURANCE OPTIONS

- Schedule 3: Insurance option A applies.
- Percentage to cover professional fees: 15 per cent.
- If option A applies, annual renewal date (as supplied by the Contractor)

Clause 6.11

CONTRACTOR'S DESIGN – PROFESSIONAL INDEMNITY INSURANCE

- Level of cover: Amount of indemnity required is £5,000,000.00 and is relates to a claim or claims arising out of one event.
- Level of cover for pollution/ contamination claims: £5,000,000.00.
- Expiry of required period of CDP Professional Indemnity Insurance: 12 years.

Clause 6.13

JOINT FIRE CODE

- The Joint Fire Code: Does not apply.

Clause 6.16

JOINT FIRE CODE – AMENDMENTS/ REVISIONS

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

Clause 7.2

ASSIGNMENT/ GRANT BY EMPLOYER OF RIGHTS UNDER CLAUSE 7.2

- Clause 7.2 applies.

Clause 7.2

ASSIGNMENT/ GRANT BY EMPLOYER OF RIGHTS UNDER CLAUSE 7.2

- Sections: Rights under clause 7.2 apply to each Section.

Clause 8.9.2

PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR)

- Period of suspension: 3 months.

Clauses 8.11.1.1 to 8.11.1.6

PERIOD OF SUSPENSION (TERMINATION BY EMPLOYER)

- Period of suspension: 3 months.

Clause 9.2.1

ADJUDICATION

- The Adjudicator is: to be appointed by Nomination.
- Nominator of Adjudicator – 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 or Chairman or a Vice-Chairman of the Royal Institution of Chartered Surveyors.

Clause 9.4.1

ARBITRATION

- Appointor of Arbitrator (and of any replacement): President or a Vice President of the Royal Institution of Chartered Surveyors.

PART 2: THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES

Schedule 2

Supplemental Conditions: Applies.

Schedule 2 (paragraph 1.1)

SITE MANAGER

- Paragraph 1: applies.

Clauses 3.3 and 3.4

COLLATERAL WARRANTIES FROM SUBCONTRACTORS

- Not applicable.

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.5

RECKONING PERIODS OF DAYS

- Amendments: None.

1.11

APPLICABLE LAW

- Amendments: None.

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: CHANGES

SECTION 6: INJURY, DAMAGE AND INSURANCE

SECTION 7: ASSIGNMENT, THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES

SECTION 8: TERMINATION

SECTION 9: SETTLEMENT OF DISPUTES

EXECUTION

- The Contract: Will be executed as a deed.

CONTRACT GUARANTEE BOND

As per Appendix D.

Schedule 8

Schedule of Amendments to the JCT 2016 Design and Build Contract

Articles

Article 10 – Schedule of Amendments

The Articles, Conditions and Supplemental Provisions include and shall be subject to the Schedule of Amendments attached to this contract. If there is any discrepancy between the Articles, Conditions and Supplemental Provisions and Schedule of Amendments the wording contained in the Schedule of Amendments shall prevail.

Conditions

Section 4 – Payment

Clause 4.4 – Add '4.4.3' The Contractor shall deliver to the employer a VAT invoice with each application for payment. If no such invoice is submitted, the interim payment shall not be made by the Employer until 21 days after a properly submitted invoice is received by the Employer'.

Clause 4.10.1 – Delete '14 days' and insert '21 days'.

Clause 4.15 – Clause to be omitted.

Section 7 – Assignment, Third Party Rights and Collateral Warranties.

Clause 7.2 – Delete 'after Practical Completion of the works or of the relevant section.'

A30 TENDERING/ SUBLETTING/ SUPPLY

MAIN CONTRACT TENDERING

110 SCOPE

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

145 TENDERING PROCEDURE

- General: In accordance with the principles of JCT practice note 6 (series 2) 'Main Contract Tendering'.
- Arithmetical errors: The Contractor will be given the opportunity to amend.

155 COLLATERAL WARRANTY

- Not applicable.

160 EXCLUSIONS

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

170 ACCEPTANCE OF TENDER

- The Employer and Employer's representatives:
 - Offer no guarantee that any tender will be recommended for acceptance or be accepted.
 - Will not be responsible for any cost incurred in the preparation of any tender.

190 PERIOD OF VALIDITY

- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 3 months.
- Date for possession/ commencement: See section A20.

195 CONTRACTOR'S DESIGN

- Scope: Undertake and take full responsibility for the design of the following parts of the Works:
- All works.

PRICING/ SUBMISSION OF DOCUMENTS

- 210 PRELIMINARIES IN THE SPECIFICATION
- Measurement rules: Preliminaries/ General Conditions have been prepared in accordance with SMM7.
- 220 PRICING OF PRELIMINARIES
- Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries, those charges must be clearly shown against the items.
- 250 PRICED DOCUMENTS
- Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
 - Measurements: Where not stated, ascertain from the drawings.
 - Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
 - Submit: with tender.
- 300 QUANTITIES IN THE PRICED DOCUMENT
- Quantities: Where included in the priced document, these have been prepared in accordance with SMM7.
- 300 QUANTITIES IN THE PRICED DOCUMENT
- Quantities: Where included in the priced document, these have been prepared in accordance with SMM7 only where and to the extent stated.
 - Other items, descriptions and measurements not prepared in accordance with SMM7: Must be priced taking account of the information given elsewhere in the tender documents, including for all associated and ancillary work shown or clearly apparent as being necessary for the complete and proper execution of the work.
- 310 TENDER
- General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.
- 350 PC AND PROVISIONAL SUMS
- Contractor's profit on PC Sums: Included in Preliminaries sections A51 and A52, not in the pricing document.
 - Provisional sums and items: Included in Preliminaries sections A53, A54 and A55 not in the pricing document.
 - Submit: A copy of sections A51-A55 (as applicable), priced to include profit, attendance and percentage adjustments with tender.

- 410 FLUCTUATIONS
- Content: The list of market prices of articles manufactured outside the United Kingdom required by the Conditions of Contract.
 - Submit: Within one week of request.
- 440 CONTRACT SUM ANALYSIS
- Content of the Analysis: A breakdown of the Contract Sum into at least the following categories:
 - Form: As Appendix A of the Employer's Requirements.
 - Fully priced copy: Submit with tender return.
- 480 PROGRAMME
- Programme of work: Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemize any work which is excluded.
 - Submit: with tender return.
- 490 INFORMATION RELEASE SCHEDULE
- Compatibility with programme: At the same time as submitting the proposed programme or summary, confirm that it is compatible with the Information Release Schedule.
 - Alternative proposals: If any part of the programme is not compatible with the Schedule submit alternative proposals and reasons for varying the times for release of information.
- 515 ALTERNATIVE TIME TENDERS
- General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.
 - Date for completion: If any such tender is accepted the date for completion inserted in the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.
- 530 SUBSTITUTE PRODUCTS
- Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
 - Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.
- 540 QUALITY CONTROL RESOURCES
- Statement: Describe the organisation and resources to control the quality of the Works, including the work of subcontractors.
 - QA staff: Identify in the statement the number and type of staff responsible for quality control, with details of their qualifications and duties.

550 HEALTH AND SAFETY INFORMATION

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

570 CONSTRUCTION PHASE PLAN

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

SUBLETTING/ SUPPLY

630 DOMESTIC SUBCONTRACTS

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

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

110 DEFINITIONS

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

120 COMMUNICATION

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

130 PRODUCTS

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

135 SITE EQUIPMENT

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

140 DRAWINGS

- Definitions: To BSRIA BG 6/2006 A design framework for building services. Design activities and drawing definitions.
- CAD data: In accordance with BS 1192.

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: Unload, handle, store, place and fasten in position including all labours and use of site equipment.
- Supply and fix: Includes all labour and site equipment for unloading, handling, storing and execution. 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.

170 MANUFACTURER AND PRODUCT REFERENCE

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

200 SUBSTITUTION OF PRODUCTS

- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including:
 - manufacturer and product reference;
 - cost;
 - availability;
 - relevant standards;
 - performance;
 - function;
 - compatibility of accessories;
 - proposed revisions to drawings and specification;

- compatibility with adjacent work;
- appearance;
- copy of warranty/ guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
- Manufacturer's guarantees: If substitution is accepted, submit before ordering products.

210 CROSS REFERENCES

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

220 REFERENCED DOCUMENTS

- Conflicts: Specification prevails over referenced documents.

230 EQUIVALENT PRODUCTS

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

240 SUBSTITUTION OF STANDARDS

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

250 CURRENCY OF DOCUMENTS

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

260 SIZES

- General dimensions: Products are specified by their co-ordinating sizes.
- Timber: Cross section dimensions shown on drawings are:
 - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
 - Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

- 410 ADDITIONAL COPIES OF THE DRAWINGS/ DOCUMENTS
- Additional copies: Issued at no cost within reason.
- 440 DIMENSIONS
- Scaled dimensions: Do not rely on.
- 450 MEASURED QUANTITIES
- Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.
 - Precedence: The specification and drawings shall override the measured quantities.
- 460 THE SPECIFICATION
- Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.
- 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.
 - Action: Inform immediately.

DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

- 510 DESIGN AND PRODUCTION 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 coordination of the work with related building elements and services.
 - Master programme: Make reasonable allowance for completing design/ production information, submission (including to the CDM Coordinator), comment, inspection, amendment, resubmission and reinspection.
 - Design/ production information: Submit two copies, one can be returned with comments. Ensure that any necessary amendments are made without delay.
 - Contractor's changes to Employer's Requirements: Support request for substitution or change with all relevant information.
 - Employer's amendments to Employer's Requirements: If considered to involve a change, which has not already been acknowledged as a change, notify without delay (maximum period 7 days), and do not

proceed until instructed. Claims for extra cost, if made after it has been carried out, may not be allowed.

- Final version of design/ production information: Submit 2No. copies.

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.
 - Relevant British Standards.

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: Health & Safety file.
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: working hours only.

650 ENERGY RATING CALCULATION

- Calculation documentation:
 - Number of copies: As required by Building Control and as part of the handover pack.
 - Provide a Display Energy Certificate (DEC) and Energy Performance Certificate (EPC) at practical completion.

DOCUMENT/ DATA INTERCHANGE

850 ELECTRONIC DATA INTERCHANGE (EDI)

- Data: Types and classes of communication: None.

A32 MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION

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

120 INSURANCE

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

130 INSURANCE CLAIMS

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

140 CLIMATIC CONDITIONS

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

150 OWNERSHIP

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

PROGRAMME/ PROGRESS

210 PROGRAMME

- Master programme: When requested and before starting work on site, submit in an approved form a master programme for the Works, which must include details of:
 - Design, production information and proposals provided by the Contractor/ Subcontractors/ Suppliers, including inspection and checking (see section A31).
 - Planning and mobilization by the Contractor.
 - Earliest and latest start and finish dates for each activity and identification of all critical activities.

- Running in, adjustment, commissioning and testing of all engineering services and installations
 - Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A54)
 - Work by or on behalf of the Employer and concurrent with the Contract (see section A50). The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
 - Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.
 - Submit: 2No. copies.
- 215 REVISED PROGRAMME
- Format and content: Compatible with master programme.
 - Revised programme interval: Described in the contract data part one.
 - Number of copies: 2No.
 - Special requirements: None.
- 230 SUBMISSION OF PROGRAMME
- Further information: Submission of the programme will not relieve the Contractor of the responsibility to advise of the need for further drawings or details or instructions in accordance with the Contract.
- 240 COMMENCEMENT OF WORK
- Notice: Before the proposed date for commencement of work on site give minimum notice of 2 weeks.
- 250 MONITORING
- Progress: Record on a copy of the programme kept on site.
 - Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.
- 255 NOTIFICATION OF COMPENSATION EVENT
- Content: Notwithstanding the Contractor's obligations under the Contract written notice must also be given of all other causes which apply concurrently.
- 260 SITE MEETINGS
- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
 - Frequency: at the Employer's discretion.
 - Location: One site
 - Accommodation: Provided by employer
 - Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
 - Chairperson (who will also take and distribute minutes): Copeland Yussuf LLP.

- 265 **CONTRACTOR'S PROGRESS REPORT**
- General: Submit a progress report at least 2No. days before the site meeting.
 - Content: Notwithstanding the Contractor's obligations under the Contract the report must include:
 - A progress statement by reference to the master programme for the Works.
 - Details of any matters materially affecting the regular progress of the Works.
 - Subcontractors' and suppliers' progress reports.
 - Any requirements for further drawings or details or instructions.
- 270 **CONTRACTOR'S SITE MEETINGS**
- General: Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.
- 280 **PHOTOGRAPHS**
- Number of locations: All works.
 - Frequency of intervals: To be presented at each monthly site meeting.
 - Image format: Electronic.
 - Other requirements: None.
- 285 **EARLY POSSESSION/ TAKE OVER OF PARTS OF THE WORKS BY THE EMPLOYER**
- Possession/ take over of parts of the Works: As completed, provided all necessary access, services and other associated facilities are also complete.
- 290 **NOTICE OF COMPLETION**
- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
 - Associated works: Ensure necessary access, services and facilities are complete.
 - Period of notice (minimum): To be agreed with Copeland Yussuf LLP.
- 310 **EXTENSIONS OF TIME**
- Notice: When a notice of the cause of any delay or likely delay in the progress of the Works is given under the conditions of contract, written notice must also be given 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.

CONTROL OF COST

410 CASH FLOW FORECAST

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

420 REMOVAL/ REPLACEMENT OF EXISTING WORK

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

430 PROPOSED INSTRUCTIONS

- Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.
- Include:
 - A detailed breakdown of the cost, including any allowance for direct loss and expense.
 - Details of any additional resources required.
 - Details of any adjustments to be made to the programme for the Works.
 - Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.
- Inability to comply: Inform immediately if it is not possible to comply with any of the above requirements.

440 MEASUREMENT

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

460 INTERIM VALUATIONS

- Applications: Include details of amounts requested under the Contract together with all necessary supporting information.
- Submission: At least seven days before established dates.

470 PRODUCTS NOT INCORPORATED INTO THE WORKS

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

475 LISTED PRODUCTS STORED OFF SITE

- Evidence of Title: Submit reasonable proof that the property in items stored off site to be included in valuations is vested in the Contractor.
- Include for products purchased from a supplier:
 - A copy of the contract of sale.

- A written statement from the supplier that any conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to any encumbrance or charge.
- Include for products purchased from a supplier by a subcontractor or manufactured or assembled by any subcontractor:
 - Copies of the subcontract with the subcontractor and a written statement from the subcontractor that any conditions relating to the passing of property have been fulfilled.

480 LABOUR AND EQUIPMENT RETURNS

- Daily records: Provide at the beginning of each week for verification.
- Records must show:
 - The number and description of craftsmen, labourers and other persons employed on or in connection with the Works, including those employed by subcontractors.
 - The number, type and capacity of all mechanical and power-operated equipment employed in constructing the Works.

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

- 110 INCOMPLETE DOCUMENTATION
- General: Where and to the extent that products or work are not fully documented, they are to be:
 - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
 - Suitable for the purposes stated or reasonably to be inferred from the project documents.
 - Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.
- 120 WORKMANSHIP SKILLS
- Operatives: Appropriately skilled and experienced for the type and quality of work.
 - Registration: With Construction Skills Certification Scheme.
 - Evidence: Operatives must produce evidence of skills/ qualifications when requested.
- 130 QUALITY OF PRODUCTS
- Generally: New (Proposals for recycled products may be considered).
 - Supply of each product: From the same source or manufacturer.
 - Whole quantity of each product required to complete the Works: Consistent 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.
- 135 QUALITY OF EXECUTION
- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
 - Colour batching: Do not use different colour batches where they can be seen together.
 - Dimensions: Check on-site dimensions.
 - Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
 - Location and fixing of products: Adjust joints open to view so they are even and regular.
- 140 COMPLIANCE
- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
 - Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
 - Properties tested.

- Pass/ fail criteria.
- Test methods and procedures.
- Test results.
- Identity of testing agency.
- Test dates and times.
- Identities of witnesses.
- Analysis of results.

150 INSPECTIONS

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

160 RELATED WORK

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

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

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

180 WATER FOR THE WORKS

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

SAMPLES/ APPROVALS

210 SAMPLES

- Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
 - To an express approval.

- To match a sample expressly approved as a standard for the purpose.

220 APPROVAL OF PRODUCTS

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

230 APPROVAL OF EXECUTION

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

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 discrepancies and obtain instructions before proceeding.
- Inform: When complete and before commencing construction.

330 APPEARANCE AND FIT

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

340 CRITICAL DIMENSIONS

- Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.
- Location: Detailed on drawings contract drawings.

630 QUALITY CONTROL

- Procedures: Establish and maintain to ensure that the Works, including the work of subcontractors, comply with specified requirements.

- Records: Maintain full records, keep copies on site for inspection, and submit copies on request.
- Content of records:
 - Identification of the element, item, batch or lot including location in the Works.
 - Nature and dates of inspections, tests and approvals.
 - Nature and extent of nonconforming work found.
 - Details of corrective action.

WORK AT OR AFTER COMPLETION

710 WORK BEFORE COMPLETION

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

730 MAKING GOOD DEFECTS

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

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

120 EXECUTION HAZARDS

- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: The design of the project includes the following:
Precautions assumed: In accordance with HSF guidelines.

130 PRODUCT HAZARDS

- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Occupational Exposure Limits.
- Common hazards: Not listed. Control by good management and site practice.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer/ Client no later than one week from request.
- 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 CDM Regulations.

150 SECURITY

- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.

370 ASBESTOS CONTAINING MATERIALS

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

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').

390 SMOKING ON SITE

- Smoking on site: Not permitted.

400 BURNING ON SITE

- Burning on site: Not permitted.

- 420 **INFECTED TIMBER/ CONTAMINATED MATERIALS**
- Removal: Where instructed to remove material affected by fungal/ insect attack from the building, minimize 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.

- 430 **WASTE**
- Includes: Rubbish, debris, spoil, containers and surplus material.
 - Minimize: Keep the site and Works clean and tidy.
 - Remove: Frequently and dispose off site in a safe and competent manner:
 - Non-hazardous material: In a manner approved by the Waste Regulation Authority.
 - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
 - Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
 - Waste transfer documentation: Retain on site.

PROTECT THE FOLLOWING

- 510 **EXISTING SERVICES**
- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
 - Identification: Before starting work, check and mark positions of mains/ services located on the roof and internally. All services to be replaced on completion of the work.

- 170 **WORKING HOURS**
- Specific limitations: As planning informatives.

SERVICES AND FACILITIES

- 410 **LIGHTING**

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

- 540 **METER READINGS**
- Not applicable.

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

GENERALLY

- 110 THE BUILDING MANUAL (To be provided at practical completion)
- Purpose: The Manual is to be a comprehensive information source and guide for owners and users of the completed Works. It should provide an overview of the main design principles and describe key components and systems to enable proper understanding, efficient and safe operation and maintenance.
 - Scope:
 - Part 1: General: [Content as clause 120].
 - Part 2: Fabric: [Content as clause 130].
 - Part 3: Services: [Content as clause 140].
 - Responsibility: The Building Manual is to be produced by the Contractor and must be complete no later than practical completion.

120 CONTENT OF THE BUILDING MANUAL PART 1: GENERAL

NOTE DUE TO THE NATURE OF THE PROJECT NOT ALL ITEMS WILL BE APPLICABLE

- Content: Obtain and provide the following, including all relevant details not included in other parts of the manual:
- Index: list the constituent parts of the manual, together with their location in the document.
- The Works:
 - Description of the buildings and facilities.
 - Ownership and tenancy, where relevant.
 - Health and Safety information – other than that specifically required by the Construction (Design and Management) Regulations.
- The Contract:
 - Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.
 - Overall design criteria.
 - Environmental performance requirements.
 - Relevant authorities, consents and approvals.
 - Third party certification, such as those made by "competent" persons in accordance with the Building Regulations.
- Operational requirements and constraints of a general nature:
 - Maintenance contracts and contractors.
 - Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors, location of emergency alarm and fire fighting systems, services, shut off valves switches, etc.
 - Emergency procedures and contact details in case of emergency.
 - Other specific requirements: None.
- Description and location of other key documents.

- Timescale for completion: by practical completion.
- 130 CONTENT OF THE BUILDING MANUAL PART 2: BUILDING FABRIC
- Content: Obtain and provide the following, including all relevant details not included in other parts of the manual:
 - Detailed design criteria, including:
 - Insulation values.
 - Fire ratings.
 - Other relevant performance requirements.
 - Construction of the building (where appropriate):
 - A detailed description of methods and materials used.
 - As-built drawings (i.e. floor plans and elevations of retained structure) recording the construction, together with an index.
 - Information and guidance concerning repair, renovation or demolition/ deconstruction.
 - Manufacturer's instructions index, including relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.
 - Fixtures, fittings and components schedule and index.
 - Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.
 - Test certificates and reports required in the specification or in accordance with legislation, including:
 - Air permeability.
 - Resistance to passage of sound.
 - Continuity of insulation.
 - Electricity and Gas safety.
 - Other specific requirements: None.
 - Timescale for completion: by practical completion.
- 140 CONTENT OF THE BUILDING MANUAL PART 3: BUILDING SERVICES
- Content: Obtain and provide the following, including all relevant details not included in other parts of the manual:
 - Detailed design criteria and description of the systems, including:
 - Services capacity, loadings and restrictions.
 - Services instructions.
 - Services log sheets.
 - Manufacturers' instruction manuals and leaflets index.
 - Fixtures, fittings and component schedule index.
 - Detailed description of methods and materials used.
 - As-built drawings for each system recording the construction, together with an index, including:
 - Diagrammatic drawings indicating principal items of plant, equipment and (where applicable) fittings.
 - Record drawings showing overall installation.
 - Schedules of plant, equipment, valves, etc. describing location, design performance and unique identification cross referenced to the record drawings.
 - Identification of services – a legend for colour coded services.
 - Product details, including for each item of plant and equipment:
 - Name, address and contact details of the manufacturer.

- Catalogue number or reference.
- Manufacturer's technical literature, including detailed operating and maintenance instructions.
- Information and guidance concerning dismantling, repair, renovation or decommissioning.
- Operation: A description of the operation of each system, including:
 - Starting up, operation and shutting down.
 - Control sequences.
 - Procedures for seasonal changeover.
 - Procedures for diagnostics, troubleshooting and faultfinding.
- Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.
- Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations – including:
 - Electrical circuit tests.
 - Corrosion tests.
 - Type tests.
 - Work tests.
 - Start and commissioning tests.
- Equipment settings: Schedules of fixed and variable equipment settings established during commissioning.
- Preventative maintenance: Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems.
- Lubrication: Schedules of all lubricated items.
- Consumables: A list of all consumable items and their source.
- Spares: A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when replacements are required.
- Emergency procedures for all systems, significant items of plant and equipment.
- Annual maintenance summary chart.
- Other specific requirements: None.
- Timescale for completion: by practical completion.

160 PRESENTATION OF BUILDING MANUAL

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

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