PRELIMINARIES AND CONTRACT CONDITIONS - SUPERSTRUCTURE

A10 PROJECT PARTICULARS

A10/110 THE PROJECT

 - Name: Mill Lane Selsey

 - Nature: New Storage Shed

 - Location: Mill Lane ,

 Selsey,

 Chichester,

 West Sussex

 - Length of contract: to be agreed

A10/120 EMPLOYER (CLIENT)

 - Name: Selsey Town Council

 - Address: 55 High Street

 Selsey

 Chichester

 West Sussex

 PO20 0RB

A10/130 PRINCIPAL CONTRACTOR (CDM)

 - Name: The Contractor

A10/140 PERSON EMPOWERED BY THE CONTRACT TO ACT ON BEHALF OF THE EMPLOYER

 - Title: Contract Administrator

 - Name: Archibald Shaw

 One Little London

 Chichester

 West Sussex

 PO19 1PP

A10/150 PRINCIPAL DESIGNER

 - Name: Archibald Shaw

 One Little London

 Chichester

 West Sussex

 PO19 1PP

A11 TENDER AND CONTRACT DOCUMENTS

A11/110 TENDER DRAWINGS

 - The tender drawings are: Listed in the Schedule of Drawings

A11/120 CONTRACT DRAWINGS

 - The contract drawings: Same as the tender drawings.

 A11/

A11/160 PRECONSTRUCTION INFORMATION

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

A11/180 OTHER DOCUMENTS

 - Inspection: Drawings and other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office of The Architect

A12 THE SITE/ EXISTING BUILDINGS

A12/110 THE SITE

 - Description: refer to clause A10/110

A12/120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

 - Description: Residential and commercial properties

A12/140 EXISTING UTILITIES AND SERVICES

 - The contractor should take all precautions to avoid damage to services which are manifestly put at risk by the works

A12/160 SOILS AND GROUND WATER

 - Information: not available

A12/170 SITE INVESTIGATION

 - Report: not available.

A12/180 HEALTH AND SAFETY FILE: not available

A12/200 ACCESS TO THE SITE

 - Description: via the existing site entrance

A12/210 PARKING

 - Restrictions on parking of the Contractor’s and employees’ vehicles: on site only

A12/220 USE OF THE SITE

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

A12/240 HEALTH AND SAFETY HAZARDS

 - General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up.

 - Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer’s representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.

 - Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

A12/250 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: by appointment with the Employer

A13 DESCRIPTION OF THE WORKS

A13/110 PREPARATORY WORK BY OTHERS

 - Works: Carried out under a separate contract and completed before the start of work on site for this contract.

 - Description: Foundation/Ground Slab, Concrete Apron, Block Walls and Soakaways (including pipework

A13/120 THE WORKS

 - Description: Steel Frame, Cladding, Doors, Rainwater Gutters and Downpipes

A13/130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

 - Description: none

A13/140 COMPLETION WORK BY OTHERS

 - Description: none

A20 JCT MINOR WORKS BUILDING CONTRACT (MW)

A20/370 JCT MINOR WORKS BUILDING CONTRACT

 - The Contract: JCT Minor Works Building Contract 2016 Edition.

 - Requirement: Allow for the obligations, liabilities and services described.

 THE RECITALS

 First

 THE WORKS AND THE CONTRACT ADMINISTRATOR

 - The work comprises: see clause A13/120

 - Contract Administrator: See clause A10/140.

 Second

 CONTRACT DOCUMENTS

 - Contract drawings: As listed in clause A11/120.

 - Contract documents: The following have been prepared which show and describe the work to be done

 - Specification.

 Third

 PRICED DOCUMENTS

 - Documents to be priced or provided by the Contractor: priced activity schedule

 ARTICLES

 3

 ARCHITECT/ CONTRACT ADMINISTRATOR

 - Contract Administrator: See clause A10/140.

 4 and 5

 PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

 - Principal Designer: See clause A10/150.

 - Principal Contractor: See clause A10/130.

 **CONTRACT PARTICULARS**

 Fourth Recital and Schedule 2

 BASE DATE

 - Base date: 10 days before tender return date.

 Fourth Recital and clause 4.2

 CONSTRUCTION INDUSTRY SCHEME (CIS)

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

 Fifth Recital

 CDM REGULATIONS

 - The project is notifiable.

 Sixth Recital

 FRAMEWORK AGREEMENT; Not applicable

 Seventh Recital and Schedule 3

 SUPPLEMENTAL PROVISIONS

 - Collaborative working: Supplemental Provision 1 applies

 - Health and safety: Supplemental Provision 2 applies

 - Cost savings and value improvements: Supplemental Provision 3 applies.

 - Sustainable development and environmental considerations: Supplemental Provision 4 Applies

 - Performance indicators and monitoring: Supplemental Provision 5 does not apply

 - Notification and negotiation of disputes: Supplemental Provision 6 applies. Where Supplemental Provision 6 applies, the respective nominees of the parties are:

 - Employer's nominee: to be advised

 - Contractor's nominee: to be advised

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

 Article 7

 ARBITRATION

 - Article 7 and Schedule 1 clause deleted

 Clause 2.2

 COMMENCEMENT AND COMPLETION

 - Works commencement date: to be agreed

 - Date for Completion: to be agreed.

 Clause 2.8

 LIQUIDATED DAMAGES

 - At the rate of 500.00 per calendar week or pro rata thereto

 Clause 2.10

 RECTIFICATION PERIOD

 - Period: 6 months from the date of practical completion.

 Clause 4.3

 INTERIM PAYMENTS

 - Interim Valuation Dates:

 - The first Interim Valuation Date is: one month after commencement

 - Thereafter at intervals of: one month .

 - Payments due prior to practical completion:

 - Percentage of total value of the work etc.: 95

 - Payments becoming due on or after practical completion:

 - Percentage of the total amount to be paid: 97.5.

 Clause 4.3 and 4.8

 FLUCTUATIONS PROVISION:

* The following fluctuations provision applies: none.

 Clause 4.8.1

 SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED

 - Period: 3 months from the date of practical completion.

 Clause 5.3

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

 - The required level of cover for any one occurrence or series of occurrences arising out of one event:

 - Not less than: £5,000,000.00.

 Clauses 5.4A, 5.4B and 5.4C

 INSURANCE OF THE WORKS ETC – ALTERNATIVE PROVISIONS

 - Clause 5.4A applies.

 - Where clause 5.4A or 5.4B applies:

 - Percentage to cover professional fees: 15%.

 Clauses 5.4A.1 and 5.4B.1.2

 PERCENTAGE TO COVER PROFESSIONAL FEES

 - Addition: 15 per cent.

 Clause 7.2

 ADJUDICATION

 - Nominating body: RICS.

 Schedule 1 paragraph 2.1

 ARBITRATION: not applicable

 THE CONDITIONS

 SECTION 1: DEFINITIONS AND INTERPRETATION

 1.4

 RECKONING PERIODS OF DAYS

 - Amendments: none.

 1.8

 APPLICABLE LAW

 - Amendments: none.

 SECTION 2: CARRYING OUT THE WORKS

 SECTION 3: CONTROL OF THE WORKS

 SECTION 4: PAYMENT

 SECTION 5: INJURY, DAMAGE AND INSURANCE

 SECTION 6: TERMINATION

 SECTION 7: SETTLEMENT OF DISPUTES

 JCT PUBLIC SECTOR SUPPLEMENT

 - Document: The JCT Public Sector Supplement 2011 – Fair Payment, Transparency and Building Information Modelling.

 - Fair Payment provisions: apply

 - Transparency provisions: apply.

 - Building information modelling provisions: not applicable

 EXECUTION

 - The Contract: Will be executed under hand .

A30 TENDERING/ SUBLETTING/ SUPPLY

 MAIN CONTRACT TENDERING

A30/110 SCOPE

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

A30/145 TENDERING PROCEDURE

 - General: In accordance with JCT Practice Note 6 (Series 2) ‘Main Contract Tendering’.

 - Errors: Alternative 1 is to apply.

 - The right is reserved to examine more than one tender.

A30/160 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.

A30/170 ACCEPTANCE OF TENDER

 - Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.

 - Costs: No liability is accepted for any cost incurred in the preparation of any tender.

A30/190 PERIOD OF VALIDITY

 - Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 13 weeks

 - Date for possession/ commencement: See section A20.

A30/195 CONTRACTOR'S DESIGN

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

 - Steelwork connections

 - Other works - by agreement

 - Drawings and supporting documentation: Submit with tender.

 PRICING/ SUBMISSION OF DOCUMENTS

A30/220 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.

A30/250 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

A30/310 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.

A30/440 CONTRACT SUM ANALYSIS

 - Content of the Analysis: A breakdown of the Contract Sum into at least the following categories:

 - Preliminaries

 - Work section / elements

 - Provisional sums

 - Fully priced copy: Submit with tender.

A30/480 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.

A30/520 DESIGN DOCUMENTS

 - Scope: Include the following in the Contractor’s Proposals:

 - Design drawings

 - Technical information

 - Submit: With tender.

A30/530 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.

A30/540 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.

A30/550 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.

A30/570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

 - Content: Submit the following information within one week of request:

 - Method statements on how risks from hazards identified in the pre-construction I information and other hazards identified by the contractor will be addressed.

 - Details of the management structure and responsibilities.

 - Arrangements for issuing health and safety directions.

 - Procedures for informing other contractors and employees of health and safety hazards.

 - Selection procedures for ensuring competency of other contractors, the self-employed and designers.

 - Procedures for communications between the project team, other contractors and site operatives.

 - Arrangements for cooperation and coordination between contractors.

 - Procedures for carrying out risk assessment and for managing and controlling the risk.

 - Emergency procedures including those for fire prevention and escape.

 - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.

 - Arrangements for welfare facilities.

 - Procedures for ensuring that all persons on site have received relevant health and safety information and training.

 - Arrangements for consulting with and taking the views of people on site.

 - Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.

 - Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.

 - Review procedures to obtain feedback.

 SUBLETTING/ SUPPLY

A30/630 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.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

 DEFINITIONS AND INTERPRETATIONS

A31/110 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.

A31/120 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.

A31/130 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.

A31/135 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.

A31/145 CONTRACTOR'S CHOICE

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

A31/150 CONTRACTOR'S DESIGN

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

A31/155 SUBMIT PROPOSALS

 - Meaning: Submit information in response to specified requirements.

A31/160 TERMS USED IN SPECIFICATION

 - Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.

 - Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.

 - Supply and fix: As above, but including supply or products to be fixed. All products to be supplied and fixed unless stated otherwise.

 - Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.

 - Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.

 - Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.

 - Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.

 - Refix: Fix removed products.

 - Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.

 - Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.

 - System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

A31/170 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.

A31/200 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.

A31/210 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.

A31/220 REFERENCED DOCUMENTS

 - Conflicts: Specification prevails over referenced documents.

A31/230 EQUIVALENT PRODUCTS

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

A31/240 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.

A31/250 CURRENCY OF DOCUMENTS AND INFORMATION

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

A31/260 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

A31/410 ADDITIONAL COPIES OF THE DRAWINGS/ DOCUMENTS

 - Additional copies: Issued Drawings and other information will be issued electronically, the contractor should allow for the cost of printing etc. to suit his own requirements.

A31/440 DIMENSIONS

 - Scaled dimensions: Do not rely on.

A31/460 THE SPECIFICATION

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

A31/470 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

A31/510 CHANGES/ AMENDMENTS TO EMPLOYER'S REQUIREMENTS

 - Contractor’s changes to Employer's Requirements: Support request for substitution or variation with all relevant information.

 - Employer’s amendments to Employer’s Requirements: If considered to involve a variation, which has not already been acknowledged as a variation, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after the variation has been carried out, may not be allowed.

A31/550 SUBCONTRACTORS: DESIGN AND PRODUCTION INFORMATION

 - General: Certain Subcontractors are/ will be required to provide design/ production information during the contract as described in the Conditions of Contract, clause 3.7.

 - Master programme: Make reasonable allowance, based on information in section A30, for completing design/ production information, checking, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.

 - Information from Subcontractors:

 - Obtain in time to meet the programme and in accordance with NAM/T where applicable.

 - Check dimensions are correct, account is taken of all related work, and construction is practicable. Note any comments on one copy of the design/ production information, then submit with the required number of additional unmarked copies. Such checking will not relieve the CA or the Subcontractors of their respective responsibilities for design, co-ordination and documentation.

 - Inspection and comments: One copy will be marked and returned to Contractor. This will not relieve the Subcontractors of their responsibility for design and documentation. Ensure that any necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.

 - Final version of information: Distribute copies to all affected Subcontractors and others and keep one copy on site.

A31/600 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 coordination of the work with related building elements and services.

 - Master programme: Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.

 - Submit: Within one week of request.

A31/610 PRODUCTION INFORMATION

 - Contractor/ Domestic subcontractor provide: sufficient details for evaluation

 - Submit:

 - For comment and make any necessary amendments.

 - Sufficient copies of final version for distribution to all affected parties

A31/620 AS BUILT DRAWINGS AND INFORMATION

 - Contractor designed work: Provide drawings/ information:

 - Submit: At least two weeks before date for completion.

A31/630 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.

A31/640 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 the Building Manual.

 - Emergency call out services: Provide telephone numbers for use after completion.

A32 MANAGEMENT OF THE WORKS

 GENERALLY

A32/110 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.

A32/118 FREIGHT VEHICLE SAFETY REQUIREMENTS

 - Vehicle equipment: Ensure that all freight vehicles have the following:

 - Audible alert to other road users to the planned movement of the vehicle when the vehicle’s indicators are in operation.

 - Prominent signage at the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

 - Properly adjusted class VI mirror/s or Fresnel lens to eliminate the nearside blind spot.

 - Side under run guards.

 - Driver training:

 - Drivers must be trained on vulnerable road user safety through an approved course and hold a current valid Certificate of Competence.

 - Drivers must have a valid driving licence and be legally able to drive the vehicle.

 - Registration Scheme membership: Submit evidence of registration with and accreditation to the Freight Operator Registration Scheme (FORS).

 - Level of accreditation: Bronze

A32/120 INSURANCE

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

A32/130 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.

A32/140 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.

A32/150 OWNERSHIP

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

 PROGRAMME/ PROGRESS

A32/210 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.

A32/230 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.

A32/240 COMMENCEMENT OF WORK

 - Notice: Before the proposed date for commencement of work on site give minimum notice of 14 days.

A32/250 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.

A32/260 SITE MEETINGS

 - General: Site meetings will be held to review progress and other matters arising from administration of the Contract.

 - Frequency: at least monthly

 - Location: on site .

 - Accommodation: Ensure availability at the time of such meetings.

 - Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.

 - Chairperson (who will also take and distribute minutes): The Architect

A32/265 CONTRACTOR’S PROGRESS REPORT

 - General: Submit a progress report at least 24 hours 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.

A32/280 PHOTOGRAPHS

 - Number of locations: sufficient to record each part of the works

 - Frequency of intervals: weekly or more often for significant events

 - Image format: digital.

 - Number of images from each location: sufficient to record each part of the works.

 - Other requirements: distribute via e-mail

A32/285 PARTIAL POSSESSION BY EMPLOYER

 - Clause 2.25 of Conditions of Contract: Ensure all necessary access, services and other associated facilities are also complete.

A32/290 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): 7 days

A32/310 EXTENSIONS OF TIME

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

 - 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

A32/410 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 and based upon the programme for the Works.

A32/420 REMOVAL/ REPLACEMENT OF EXISTING WORK

 - Extent and location: Agree before commencement.

 - Execution: Carry out in ways that minimize the extent of work.

A32/430 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.

A32/440 MEASUREMENT

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

A32/450 DAYWORK VOUCHERS

 - Before commencing work: Give reasonable notice to person countersigning daywork vouchers.

 - Content: Before delivery, each voucher must be:

 - Referenced to the instruction under which the work is authorized.

 - Signed by the Contractor's person in charge as evidence that the operatives' names, the time daily spent by each and the equipment and products employed are correct.

 - Submit: weekly

A32/460 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.

A32/470 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.

A32/475 LISTED PRODUCTS STORED OFF SITE

 - Evidence of Title: Submit reasonable proof that the property in 'listed items' is vested in the Contractor.

 - Include for products purchased from a supplier:

 - A copy of the contract of sale and a written statement from the supplier that any conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to any encumbrance or charge.

 - Include for products purchased from a supplier by a subcontractor or manufactured or assembled by any subcontractor:

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

A32/480 LABOUR AND EQUIPMENT RETURNS

 - Records: Provide for verification at the beginning of each week in respect of each of the previous seven days.

 - Records must show:

 - The number and description of craftsmen, labourers and other persons directly or indirectly employed on or in connection with the Works or Services, including those employed by subcontractors.

 - The number, type and capacity of all mechanical, electrical and power-operated equipment employed in connection with the Works or Services.

A33 QUALITY STANDARDS/ CONTROL

 STANDARDS OF PRODUCTS AND EXECUTIONS

A33/110 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.

A33/120 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.

A33/130 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.

A33/135 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.

A33/140 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.

A33/150 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.

A33/160 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.

A33/170 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.

A33/180 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

A33/210 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.

A33/220 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.

A33/230 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

A33/320 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.

A33/330 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.

A33/340 CRITICAL DIMENSIONS

 - Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.

 - Location: Detailed on drawings

A33/350 LEVELS OF STRUCTURAL FLOORS

 - Maximum tolerances for designed levels to be:

 - Floors to be self-finished, and floors to receive sheet or tile finishes directly bedded in adhesive: +/- 10 mm.

 - Floors to receive dry board/ panel construction with little or no tolerance on thickness: +/- 10 mm.

 - Floors to receive mastic asphalt flooring/ underlays directly: +/- 10 mm.

 - Floors to receive mastic asphalt flooring/ underlays laid on mastic asphalt levelling coat(s): +/- 15 mm.

 - Floors to receive fully bonded screeds/ toppings/ beds: +/- 15 mm.

 - Floors to receive unbonded or floating screeds/ beds: +/- 20 mm.

A33/360 RECORD DRAWINGS

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

 SERVICES GENERALLY

A33/410 SERVICES REGULATIONS

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

A33/420 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.

A33/430 WATER REGULATIONS/ BYELAWS CONTRACTOR’S CERTIFICATE

 - On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:

 - The address of the premises.

 - A brief description of the new installation and/ or work carried out to an existing installation.

 - The Contractor's name and address.

 - A statement that the installation complies with the relevant Water Regulations or Byelaws.

 - The name and signature of the individual responsible for checking compliance.

 - The date on which the installation was checked.

A33/435 ELECTRICAL INSTALLATION CERTIFICATE

 - Submit: When relevant electrical work is completed.

 - Original certificate: To be lodged in the Building Manual.

A33/440 GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE

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

 - The address of the premises.

 - A brief description of the new installation and/ or work carried out to an existing installation.

 - Any special recommendations or instructions for the safe use and operation of appliances and flues.

 - The Contractor's name and address.

 - A statement that the installation complies with the appropriate safety, installation and use regulations.

 - The name, qualification and signature of the competent person responsible for checking compliance.

 - The date on which the installation was checked.

 - Certificate location: building manual

A33/445 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.

A33/450 MECHANICAL AND ELECTRICAL SERVICES

 - Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.

 - Building Regulations notice: Copy to be lodged in the Building Manual.

 SUPERVISION/ INSPECTION/ DEFECTIVE WORK

A33/510 SUPERVISION

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

 - Replacement: Give maximum possible notice before changing person in charge or site agent.

A33/520 COORDINATION OF ENGINEERING SERVICES

 - Suitability: Site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.

 - Evidence: Submit when requested CVs or other documentary evidence relating to the staff concerned.

A33/525 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.

A33/530 OVERTIME WORKING

 - Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.

 - Minimum period of notice: 48 hours

 - 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.

A33/540 DEFECTS IN EXISTING WORK

 - Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.

 - Documented remedial work: Do not execute work which may:

 - Hinder access to defective products or work; or

 - Be rendered abortive by remedial work.

A33/550 ACCESS FOR INSPECTION

 - Removal: Before removing scaffolding or other facilities for access, give notice of not less than 48 hours

A33/560 TESTS AND INSPECTIONS

 - Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.

 - Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.

 - Records: Submit a copy of test certificates and retain copies on site.

A33/580 CONTINUITY OF THERMAL INSULATION

 - Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to specification. Include:

 - The address of the premises.

 - The Contractor's name and address.

 - The name, qualification and signature of the competent person responsible for checking compliance.

 - The date on which the installation was checked.

 - Submit: Before completion of the Works.

 - Copy: To be lodged in the Building Manual.

A33/595 ENERGY PERFORMANCE CERTIFICATE

 - Assessment: Undertaken by a member of an approved accreditation scheme. Submit details of scheme name and evidence of qualifications when requested.

 - Building Type: Dwelling

 - Method: SAP

 - Format:

 - Certificate: To be incorporated in the Building Manual.

A33/610 PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS/ EXECUTIONS

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

 - Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

A33/620 MEASURES TO ESTABLISH ACCEPTABILITY

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

 - Will be at the expense of the Contractor.

 - Will not be considered as grounds for revision to the completion date.

A33/630 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

A33/710 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.

A33/720 SECURITY AT COMPLETION

 - General: Leave the Works secure with, where appropriate, all accesses closed and locked.

 - Keys: Account for and adequately label all keys and hand over to Employer with itemized schedule, retaining duplicate schedule signed by Employer as a receipt.

A33/730 MAKING GOOD DEFECTS

 - Remedial work: Arrange access with the Employer

 - 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

A34/110 PRECONSTRUCTION INFORMATION

 - Location: Integral with the project Preliminaries, including but not restricted to the following sections:

 - Description of project: Sections A10 and A11.

 - Client’s consideration and management requirements: Sections A12, A13 and A36.

 - Environmental restrictions and on-site risks: Section A12, A35 and A34.

 - Significant design and construction hazards: Section A34.

 - The Health and Safety File: Section A37.

A34/120 EXECUTION HAZARDS

 - Common hazards: Not listed. Control by good management and site practice.

 - Significant hazards: The design of the project includes the following:

 - See Designers risk assessment included in Appendix B

A34/130 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: Workplace Exposure Limits.

 - Common hazards: Not listed. Control by good management and site practice.

 - Significant hazards: Specified construction materials include the following:

 - See PCI included as Appendix B

A34/140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

 - Submission: Present to the Employer/ Client no later than 7 days prior to commencement.

 - 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.

 - Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.

A34/150 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.

A34/160 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.

A34/170 OCCUPIED PREMISES

 - Extent: Existing buildings will be occupied and/ or used during the Contract as follows: Adjoining residential properties

 - Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.

 - Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.

A34/200 MOBILE TELEPHONES AND PORTABLE ELECTRONIC EQUIPMENT

 - Restrictions on use:

 - avoid nuisance to the Employer and his neighbours.

A34/210 EMPLOYER’S REPRESENTATIVES SITE VISITS

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

 - Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

 PROTECT AGAINST THE FOLLOWING

A34/330 NOISE AND VIBRATION

 - Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.

 - Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

 - Restrictions: Do not use:

 - Percussion tools and other noisy appliances without consent outside normal working hours

 - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

A34/340 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.

A34/350 PESTICIDES

 - Use: Only where specified or approved, and then only suitable products 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 watercourses and lakes'.

 - Containers: Comply with manufacturer's disposal recommendations. Remove from site immediately empty or no longer required.

 - Competence: Operatives must hold a BASIS Certificate of Competence, or work under supervision of a Certificate holder.

A34/360 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.

A34/370 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.

A34/371 DANGEROUS OR HAZARDOUS SUBSTANCES

 - Duty: Report immediately suspected materials discovered during execution of the Works.

 - Do not disturb.

 - Agree methods for safe removal or remediation.

A34/375 ANTIQUITIES

 - Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the works.

 - Preservation: Keep objects in the exact position and condition in which they were found.

A34/380 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 Construction Industry Publications and The Fire Protection Association (The 'Joint Fire Code').

A34/390 SMOKING ON SITE

 - Smoking on site: Not permitted.

A34/400 BURNING ON SITE

 - Burning on site: Not permitted.

A34/410 MOISTURE

 - Wetness or dampness: Prevent, where this may cause damage to the Works.

 - Drying out: Control humidity and the application of heat to prevent:

 - Blistering and failure of adhesion.

 - Damage due to trapped moisture.

 - Excessive movement.

A34/420 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 particle, toxins and other micro organisms one with in acceptable levels.

A34/430 WASTE

 - Includes: Rubbish, debris, spoil, surplus material, containers and packaging.

 - General: Minimize production. Prevent accumulations. Keep the site and Works clean and tidy.

 - Handling: Collect and store in suitable containers. Remove frequently and dispose off site in a safe and competent manner:

 - Non-hazardous material: In a manner approved by the Waste Regulation Authority.

 - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.

 - Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.

 - Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.

 - Waste transfer documentation: Retain on site.

A34/440 ELECTROMAGNETIC INTERFERENCE

 - Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.

A34/450 LASER EQUIPMENT

 - Construction laser equipment: Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.

 - Class 1 or Class 2 laser equipment: Ensure laser beam is not set at eye level and is terminated at the end of its useful path.

 - Class 3A and Class 3B laser equipment: Do not use without approval and subject to submission of a method statement on its safe use.

A34/470 INVASIVE SPECIES

 - General: Prevent the spread of species (e.g. plants or animals) that may adversely affect the site or Works economically, environmentally or ecologically.

 - Duty: Report immediately any suspected species discovered during execution of the Works.

 - Do not disturb.

 - Agree methods for safe eradication or removal

 PROTECT THE FOLLOWING

A34/510 EXISTING SERVICES

 - Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.

 - Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.

 - Work adjacent to services:

 - Comply with service authority's/ statutory undertaker's recommendations.

 - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.

 - Identifying services:

 - Below ground: Use signboards, giving type and depth;

 - Overhead: Use headroom markers.

 - Damage to services: If any results from execution of the Works:

 - Immediately give notice and notify appropriate service authority/ statutory undertaker.

 - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.

 - Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.

 - Marker tapes or protective covers: Replace, if disturbed during site operation's to service authority's/ statutory undertakers recommendations.

A34/520 ROADS AND FOOTPATHS

 - Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.

 - Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.

A34/530 EXISTING TOPSOIL/ SUBSOIL

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

 - Protection: Before starting work submit proposals for protective measures.

A34/540 RETAINED TREES/ SHRUBS/ GRASSED AREAS

 - Protection: Preserve and prevent damage, except those not required.

 - Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

A34/550 RETAINED TREES

 - Protected area: Unless agreed otherwise do not:

 - Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.

 - Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.

 - Change level of ground within an area 3 m beyond branch spread.

A34/555 WILD LIFE SPECIES AND HABITATS

 - Protected habitats and species: Upon discovery immediately advise. Do not proceed until instruction is received.

 - Education: Ensure employees and visitors to the site receive suitable instruction and awareness training.

A34/560 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.

A34/570 EXISTING WORK

 - Protection: Prevent damage to existing work, structures or other property during the course of the work.

 - Removal: Minimum amount necessary.

 - Replacement work: To match existing.

A34/580 BUILDING INTERIORS

 - Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.

A34/620 ADJOINING PROPERTY

 - Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property.

A34/625 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.

A34/630 EXISTING STRUCTURES

 - Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.

 - Supports: During execution of the Works:

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

 - Do not remove until new work is strong enough to support existing structure.

 - Prevent overstressing of completed work when removing supports.

 - Adjacent structures: Monitor and immediately report excessive movement.

 - Standard: Comply with BS 5975 and BS EN 12812.

A34/640 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.

A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING

A35/110 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.

A35/140 SCAFFOLDING

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

A35/170 WORKING HOURS

 - Specific limitations:

 8:00 > 18:00 Monday to Friday

 8:00 > 12:00 Saturday

 No working Sundays or Public holidays

A35/180 COMPLETION IN SECTIONS OR IN PARTS

 - General: Where the Employer is to take possession of any section or part of the Works and such section or part will, after its practical completion, depend for its adequate functioning on work located elsewhere on the site: Complete such other work in time to permit such possession to take place.

 - Remainder of the Works: During execution, ensure that completed Sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

A36 FACILITIES/ TEMPORARY WORKS/ SERVICES

 GENERALLY

A36/110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

 - Location: Give notice of intended siting.

 - Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

 ACCOMMODATION

A36/210 ROOM FOR MEETINGS

 - Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices.

 - Furniture and Equipment: Provide table and chairs for 10 people.

A36/230 TEMPORARY ACCOMMODATION

 - Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to starting on site.

 - Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.

A36/260 SANITARY ACCOMMODATION

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

 TEMPORARY WORKS

A36/310 ROADS

 - Permanent roads, hard standings and footpaths on the site: The following may be used, subject to clause A34/520:

A36/340 NAME BOARDS/ ADVERTISEMENTS

 - General: Obtain approval, including statutory consents, and provide a temporary name board displaying:

 - Title of project

 - Name of Employer.

 - Names of Consultants

 - Names of Contractor and Subcontractors.

 SERVICES AND FACILITIES

A36/410 LIGHTING

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

A36/420 LIGHTING AND POWER

 - Supply: The Contractor is to make his own arrangements for the supply of power and shall include for all payments and charges

 - Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

A36/430 WATER

 - Supply: The Contractor is to make his own arrangements for the supply of water and shall include for all payments and charges

 - Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

A36/440 TELEPHONES

 - Temporary on site telephone: Provide as soon as practicable after the start on site for joint use by the Contractor, Subcontractors and those acting on behalf of the Employer, and pay all charges reasonably incurred.

 - Responses: Make arrangements (e.g. an external bell) to ensure that incoming calls are answered promptly.

 - Employer's call charges: Allow for the cost of a modest number of calls made by those acting on behalf of the Employer.

A36/510 TEMPERATURE AND HUMIDITY

 - Levels required by the Employer: Maintain the following:

 - levels sufficient to avoid damage to or degradation of the building fabric and finishes

A36/520 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.

 - Pay costs arising.

A36/530 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 recording details of the terms and conditions of use.

A36/540 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.

 - Copies of readings are supplied to interested parties.

A36/550 THERMOMETERS

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

A36/570 PERSONAL PROTECTIVE EQUIPMENT

 - General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:

 - Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 10

 - High visibility waistcoats to BS EN ISO 20471 Class 2. Number required: 10

 - Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 10.

 - Disposable respirators to BS EN 149.FFP1S.

 - Eye protection to BS EN 166.

 - Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2.

 - Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

 GENERALLY

A37/110 THE BUILDING MANUAL

 - Purpose: The Manual is to be a comprehensive information source and guide for owners and users of the completed Works. It should provide an overview of the main design principles and describe key components and systems to enable proper understanding, efficient and safe operation and maintenance.

 - Scope:

 - Part 1: General: Content as clause 120.

 - Part 2: Fabric: Content as clause 130.

 - Part 3: Services: Content as clause 140.

 - Part 4: The Health and Safety File: Content as clause 150.

 - Part 5: Building User Guide: Content as clause 151.

 - Responsibility: The Building Manual is to be produced by the Contractor and must be complete no later than completion

 - Compilation:

 - Prepare all information for Contractor designed or performance specified work including as-built drawings.

 - Obtain or prepare all other information to be included in the Manual.

 - Reviewing the Manual: Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorized.

 - Final copies of the Manual:

 - Number of copies: 2

 - Format: paper and digital

 -

A37/120 CONTENT OF THE BUILDING MANUAL PART 1: GENERAL

 - Content: Obtain and provide the following, including all relevant details not included in other parts of the manual:

 - Index: list the constituent parts of the manual, together with their location in the document.

 - The Works:

 - Description of the 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.

 - Description and location of other key documents.

A37/130 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:

 - Floor and roof loadings.

 - Durability of individual components and elements.

 - Loading restrictions.

 - Insulation values.

 - Fire ratings.

 - Other relevant performance requirements.

 - Construction of the building:

 - A detailed description of methods and materials used.

 - As-built drawings recording the construction, together with an index.

 - Information and guidance concerning repair, renovation or demolition/ deconstruction.

 - Periodic building maintenance guide chart.

 - Inspection reports.

 - Manufacturer's instructions index, including relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.

 - Fixtures, fittings and components schedule and index.

 - Guarantees, warranties and maintenance agreements - obtain from manufacturers, suppliers and subcontractors.

 - Test certificates and reports required in the specification or in accordance with legislation, including:

 - Air permeability.

 - Resistance to passage of sound.

 - Continuity of insulation.

 - Electricity and Gas safety.

A37/140 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 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.

A37/150 CONTENT OF THE BUILDING MANUAL PART 4: THE HEALTH AND SAFETY FILE

 - Content: Obtain and provide the following, including all relevant details not included in other parts of the manual, including:

 - residual hazards and how they have been dealt with.

 - hazardous materials used.

 - information regarding the removal or dismantling of installed plant and equipment.

 - health and safety information about equipment provided for cleaning or maintaining the structure.

 - the nature, location and markings of significant services.

 - information and as-built drawings of the structure, its plant and equipment.

A37/151 CONTENT OF THE BUILDING MANUAL PART 5: THE BUILDING USER GUIDE

 - Content: Obtain and provide the following:

 - Building services information.

 - Emergency information.

 - Energy & environmental strategy.

 - Water use.

 - Transport facilities.

 - Materials & waste policy.

 - Re-fit/ re-arrangement considerations.

 - Reporting provision.

 - Training.

 - Links & references.

A37/160 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.

A37/220 TRAINING

 - Objective: Before Completion, explain and demonstrate to designated maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual.

 - Time allowance: Include a minimum of 2 days.

A37/230 SPARE PARTS

 - General: Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock for maintenance of the services installations.

 - Content: Include in the priced schedule for:

 - Manufacturers' current prices, including packaging and delivery to site.

 - Checking receipts, marking and numbering in accordance with the schedule of spare parts.

 - Referencing to the plant and equipment list in Part 3 of the Building Manual.

 - Painting, greasing, etc. and packing to prevent deterioration during storage.

A37/250 TOOLS

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

 - Quantity: Two complete sets.

 - Time of submission: At completion.

A40 CONTRACTOR’S GENERAL COST ITEMS: MANAGEMENT AND

 STAFF

A40/110 MANAGEMENT AND STAFF

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

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE

 ACCOMMODATION

A41/110 SITE ACCOMMODATION

 - Details: Site accommodation required or made/ not made available by the Employer: See section A36.

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

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND

 FACILITIES

A42/110 SERVICES AND FACILITIES

 - Details: Services or facilities required or made/ not made available by the Employer: See section A36.

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

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

A43/110 MECHANICAL PLANT

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

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY

 WORKS

A44/110 TEMPORARY WORKS

 - Details: Temporary works required or made/ not made available by the Employer: See section A36.

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

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 PRELIMINARIES AND GENERAL CONDITIONS