

**SPECIFICATION OF WORKS
&
EMPLOYER'S REQUIREMENTS DOCUMENT
FOR
PROPOSED CHANGING FACILITY
AT
TOLL BAR PLAYING FIELDS
FOR
THORNE MOORENDS TOWN COUNCIL**



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Section 01
Preliminaries / Contract Particulars

A10 PROJECT PARTICULARS

110 THE PROJECT

- Name: Proposed Changing Facilities
- Location: The Toll Bar Playing Fields / Recreation Grounds
- Length of contract: TBC 4 Week anticipation.

120 EMPLOYER (CLIENT)

- Name: Thorne Moorends Town Council
- Address: The Assembly rooms, Fieldside, Thorne, DN8 4AE

130 PRINCIPAL CONTRACTOR (CDM)

- Name: TBC
- Address:
- Contact:
- Telephone:
- Email:

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

- Title: Contract Administrator / Construction Monitor / Lead Designer.
- Name: John Hill Associates Ltd.
- Address: 6 Shaw Wood Way, Shaw Wood Business Park, Doncaster, DN2 5TB.
- Contact: Mr John A O'Neill.
- Telephone: 01302 364565.
- Email: jon@j--h-a.co.uk.

150 PRINCIPAL DESIGNER

- Name: John Hill Associates Ltd.
- Address: 6 Shaw Wood Way, Shaw Wood Business Park, Doncaster, DN2 5TB.
- Contact: Mr John A O'Neill.
- Telephone: 01302 364565.
- Email: jon@j-h-a.co.uk .

A11 TENDER AND CONTRACT DOCUMENTS

110 TENDER DRAWINGS

- The tender drawings are: As identified on the drawing Schedule.

120 CONTRACT DRAWINGS

- The contract drawings: Same as the tender drawings.

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. Also refer to supplementary PCI document appended to the Specification of Works.

A12 THE SITE/ EXISTING BUILDINGS

110 THE SITE

- Description: The site is located within a recreation area known as Toll Bar Playing Fields, Thorne. The site is directly adjacent a football pitch.

140 EXISTING UTILITIES AND SERVICES

- Drawings: (Information shown is indicative only): Viable services shown on the drawings.
- Other information: Contractor to allow for site investigation / tracing where required.

160 SOILS AND GROUND WATER

- Information: none available

170 SITE INVESTIGATION

- Report: none available

200 ACCESS TO THE SITE

- Description: To be arranged and agreed with the PD prior.
- Limitations: Access by appointment only.

210 PARKING

- Restrictions on parking of the Contractor's and employees' vehicles: All vehicles must be parked in the car park at location to be confirmed.

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

- General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However the following hazards are or may be present:
 - Buried services
- 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.

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 via John Hill Associated Ltd.

A13 DESCRIPTION OF THE WORKS

110 PREPARATORY WORK BY OTHERS

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

- 120 THE WORKS
- Description: Proposed Football changing rooms
- 130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT
- Description: None.

A20 JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (MWD)

- 371 JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN
- The Contract: JCT Minor Works Building Contract with Contractor's Design 2016 Edition.
 - Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

First

THE WORKS AND THE CONTRACT ADMINISTRATOR

- The work comprises: Proposed Football changing rooms
- Architect/ Contract Administrator: See clause A10/140.

Second

CONTRACTOR'S DESIGNED PORTION

- The Works include the design and construction of:
 - Temporary buildings
 - Internal fit out
 - Canopy / Spectators shelter
 - Hard standing
 - Foundation
 - Electrical Installation

Third

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 Contract drawings as
 - Identified on the drawing schedule
 - Specification of Works
 - Pre-Construction Information.

Fourth

PRICED DOCUMENTS

- Documents to be priced or provided by the Contractor: Full Specification of Works to be returned with tender.

THE ARTICLES

ARCHITECT/ CONTRACT ADMINISTRATOR

- Architect/ 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

Fifth Recital and Schedule 2

BASE DATE

- Base date: 01/10/2020

Fifth Recital and clause 4.2

CONSTRUCTION INDUSTRY SCHEME (CIS)

- Employer at base date is not a 'contractor' for the purposes of the CIS.

Sixth Recital

CDM REGULATIONS

- The project is not notifiable.

Eighth 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 applies.
- Notification and negotiation of disputes: Supplemental Provision 6 applies.
 - Where Supplemental Provision 6 applies, the respective nominees of the parties are:
 - Employer's nominee: TBC.
 - Contractor's nominee: TBC.
 - Or such replacement as each party may notify to the other from time to time.

Article 7

ARBITRATION

- Article 7 and Schedule 1 applies.

Clause 2.3

COMMENCEMENT AND COMPLETION

- Works commencement date: TBC.
- Date for Completion: TBC.

Clause 2.9

LIQUIDATED DAMAGES

- At the rate of 500 per week.

Clause 2.11

RECTIFICATION PERIOD

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

Clause 4.3

INTERIM PAYMENTS

- Interim Valuation Dates:
 - The first Interim Valuation Date is: TBC.
 - Thereafter at intervals of: 30 days.
- 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: Does not apply.

Clause 4.8.1

SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED

- Period: 1 month 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: 10,000,000.00.

Clauses 5.4A, 5.4B and 5.4C

INSURANCE OF THE WORKS ETC – ALTERNATIVE PROVISIONS

- Clause 5.4B 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

- The Adjudicator is: RICS.
- Nominating body: RICS.

Schedule 1 paragraph 2.1

ARBITRATION

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

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.8

APPLICABLE LAW

- Amendments: England.

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

EXECUTION

- The Contract: Will be executed underhand.

CONTRACT GUARANTEE BOND

- Contract Guarantee Bond: N/A.

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 NBS Guide to Tendering for Construction Projects.
- Errors: alternative 1 is to apply.

160 EXCLUSIONS

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

170 ACCEPTANCE OF TENDER

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

PRICING/ SUBMISSION OF DOCUMENTS

210 PRELIMINARIES IN THE SPECIFICATION

- Measurement rules: Preliminaries/ General Conditions must not be relied on as having 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.

310 TENDER

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

440 SCHEDULE OF RATES

- Fully priced copy: of this Specification of Works.

500 TENDER STAGE METHOD STATEMENTS

- Method statements: Prepare, describing how and when the following is to be carried out:
 - Delivery and installation of the cabins to minimise impact on the ground conditions.
- Statements: Submit within 1 week of request.

510 ALTERNATIVE METHOD TENDERS

- General: In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.
- Alternative tenders: Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.
- Safety method statement: Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
- Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.
- Submit: With tender

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.

520 DESIGN DOCUMENTS

- Scope: Include the following in the Contractor's Proposals:
 - Technical information: Design, Layout and product information on temporary building / cabin to be sourced and installed.
Typical Finishes to be applied to temporary building / cabin.
 - Submit: With 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.

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: within one week of request

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

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

599 FREEDOM OF INFORMATION

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

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

145 CONTRACTOR'S CHOICE

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

150 CONTRACTOR'S DESIGN

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

155 SUBMIT PROPOSALS

- Meaning: Submit information in response to specified requirements.

160 TERMS USED IN SPECIFICATION

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.
- Supply and fix: As above, but including supply 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.

170 MANUFACTURER AND PRODUCT REFERENCE

- Definition: When used in this combination:
 - Manufacturer: the person or legal entity under whose name or trademark the particular product, component or system is marketed.
 - Product reference: the proprietary brand name and/ or identifier by which the particular product, component or system is described.
- Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

200 SUBSTITUTION OF PRODUCTS

- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including:
 - manufacturer and product reference;
 - cost;
 - availability;
 - relevant standards;
 - performance;
 - function;
 - compatibility of accessories;
 - proposed revisions to drawings and specification;
 - compatibility with adjacent work;
 - appearance;
 - copy of warranty/ guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
- Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

210 CROSS REFERENCES

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

220 REFERENCED DOCUMENTS

- Conflicts: Specification prevails over referenced documents.

230 EQUIVALENT PRODUCTS

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

250 CURRENCY OF DOCUMENTS AND INFORMATION

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

260 SIZES

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

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

410 ADDITIONAL COPIES OF THE DRAWINGS/ DOCUMENTS

- Additional copies: Issued Two of each drawing / document will be issued.

440 DIMENSIONS

- Scaled dimensions: Do not rely on.

460 THE SPECIFICATION

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

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

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.
- Information required: Design, style and finish of proposed temporary buildings. (internally and externally including Mechanical and Electrical Proposals).
 - Format: Electronic.
 - Number of copies: 1.
- Submit: with tender.

620 AS BUILT DRAWINGS AND INFORMATION

- Contractor designed work: Provide drawings/ information:
- M & E distribution – Marked up drawings.
- Submit: At least two weeks before date for completion.

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: In the Building Manual.
- Emergency call out services: Provide telephone numbers for use after completion.

A32 MANAGEMENT OF THE WORKS

GENERALLY

125 PROFESSIONAL INDEMNITY INSURANCE

- Provide and maintain insurance in respect of Contractor Designed Works:
 - Level of cover: 1,000,000.00.
 - Period of insurance for these purposes: 6 years.
- Amount of indemnity required: £ 1,000,000.00
- Limit of cover for pollution/ contamination claims (If none is stated, the required level of cover shall be the full amount of the indemnity cover stated): £ 1,000,000.00.
- Expiry of required period of CDP Professional Indemnity insurance: _____ .

- (If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works).
 - Documentary evidence: Submit details before starting work on site and/ or policies and receipts for the insurances required.
 - Format: _____ .
- 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: With Tender.
- 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.
 - Record progress against each of the KPI's. If performance against KPI falls short of target, submit proposals for remediation.

260 SITE MEETINGS

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: 2 Weeks.
- Location: Site Office.
- 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): John Hill Associates Ltd.

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): 1 week.

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

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 '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.

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.

350 LEVELS OF STRUCTURAL FLOORS

- Maximum tolerances for designed levels to be:
 - Floors to be self-finished, and floors to receive sheet or tile finishes directly bedded in adhesive: +/- 10 mm.
 - Floors to receive dry board/ panel construction with little or no tolerance on thickness: +/- 10 mm.

- Floors to receive mastic asphalt flooring/ underlays directly: +/- 10 mm.
- Floors to receive mastic asphalt flooring/ underlays laid on mastic asphalt levelling coat(s): +/- 15 mm.
- Floors to receive fully bonded screeds/ toppings/ beds: +/- 15 mm.
- Floors to receive unbonded or floating screeds/ beds: +/- 20 mm.

360 RECORD DRAWINGS

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

SERVICES GENERALLY

410 SERVICES REGULATIONS

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

420 WATER REGULATIONS/ BYELAWS NOTIFICATION

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

430 WATER REGULATIONS/ BYELAWS CONTRACTOR'S CERTIFICATE

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

435 ELECTRICAL INSTALLATION CERTIFICATE

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

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.

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

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.

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: 1 week.
- Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

540 DEFECTS IN EXISTING WORK

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

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.

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.

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.

WORK AT OR AFTER COMPLETION

710 WORK BEFORE COMPLETION

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

720 SECURITY AT COMPLETION

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

730 MAKING GOOD DEFECTS

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

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

110 PRECONSTRUCTION INFORMATION

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

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.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer/ Client no later than 2 weeks 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.

150 SECURITY

- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
- Special requirements: Not separation arrangements between client activities & Contractor activities is necessary

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.

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

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 during the hours of: The school day.
 - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

340 POLLUTION

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

350 PESTICIDES

- Use: Not permitted.

360 NUISANCE

- Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.

- Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.
- 370 ASBESTOS CONTAINING MATERIALS
- Duty: Report immediately any suspected materials discovered during execution of the Works.
 - Do not disturb.
 - Agree methods for safe removal or encapsulation.
- 371 DANGEROUS OR HAZARDOUS SUBSTANCES
- Duty: Report immediately suspected materials discovered during execution of the Works.
 - Do not disturb.
 - Agree methods for safe removal or remediation.
- 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.
- 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').
- 390 SMOKING ON SITE
- Smoking on site: Not permitted.
- 400 BURNING ON SITE
- Burning on site: Not permitted.
- 410 MOISTURE
- Wetness or dampness: Prevent, where this may cause damage to the Works.
 - Drying out: Control humidity and the application of heat to prevent:
 - Blistering and failure of adhesion.
 - Damage due to trapped moisture.
 - Excessive movement.
- 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 microorganisms are within acceptable levels.
- 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.

440 ELECTROMAGNETIC INTERFERENCE

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

PROTECT THE FOLLOWING

510 EXISTING SERVICES

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

520 ROADS AND FOOTPATHS

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

530 EXISTING TOPSOIL/ SUBSOIL

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

- 540 RETAINED TREES/ SHRUBS/ GRASSED AREAS
- Protection: Preserve and prevent damage, except those not required.
 - Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.
- 555 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.
- 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.
- 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.
- 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.
- 600 EXISTING FURNITURE, FITTINGS AND EQUIPMENT
- Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstall in original positions.
 - Extent: Before work in each room starts the Employer will remove the following:
 - Stored equipment / Consumables.
- 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 oversteering of completed work when removing supports.
 - Adjacent structures: Monitor and immediately report excessive movement.
 - Standard: Comply with BS 5975 and BS EN 12812.
- 640 MATERIALS FOR RECYCLING/ REUSE
- Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
 - Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.

A36 FACILITIES/ TEMPORARY WORKS/ SERVICES

GENERALLY

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

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.

TEMPORARY WORKS

340 NAME BOARDS/ ADVERTISEMENTS

- Name boards/ advertisements: Not permitted.

SERVICES AND FACILITIES

420 LIGHTING AND POWER

- Supply: No electricity available onsite. – PC to make own arrangements

430 WATER

- Supply: No Water Available onsite, PC to make own arrangements

440 TELEPHONES

- Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.

530 BENEFICIAL USE OF INSTALLED SYSTEMS

- Permanent systems: Do not use for the Works.

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

GENERALLY

110 THE BUILDING MANUAL

- Responsibility: The Principal Contractor.
- Content: Obtain and Provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works, including all buildings and their systems to enable efficient and safe operation and maintenance.

155 CONTENT OF THE BUILDING MANUAL

- General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.

- Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
- Building services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
- Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.

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.

Section 02

Employers Requirements

3. SECTION TWO – THE WORKS – EMPLOYERS REQUIREMENTS

3.1 Project Overview

3.1.1 Thorne Moorends Town Council (TMTC) are working in partnership with the Local Community in Thorne and Moorends to bring about improvements to the Toll Bar Playing Field by means of introducing new temporary changing facility.

3.1.2 TMTC Seek to obtain Design and Build quotations from Principal Contractors with experience in this area.

3.1.3. TMTC require that each tendering contractor provide a submission meeting the requirements as set out in this document.

3.2 Scope of Services

3.2.1 The principal contractor shall carry out the detailed design for the proposals / works including any specification / selection the temporary buildings / Cabins etc. This design is to be submitted with the tender submission. TMTC take no responsibility for design fees and costs incurred though the design phase and tender phase of the project.

3.2.2 The Principal contractor shall provide a fixed price tender for undertaking the works as set out within the principal contractors design proposals and within the schedule of works.

3.3 Tender Submitted Information

3.3.1 Tenderers are to submit their designs and tender documentation in sealed envelopes, bearing no mark of sending with the words “TOLL BAR TENDER” on the face of the envelope.

3.3.2 Tenders should be returned to Thorne Moorends Town Council, Assembly Rooms, Fieldside, Thorne, Doncaster, DN8 4AE

3.3.3 Tenders should be submitted no later than 13th NOVEMBER 2020 – by 1600. – Please note that the Council office is open for restricted hours due to Covid Restrictions. Please make telephone enquiries regard suitable opening arrangements.

3.3.4 Any tenders received after the tender return deadline will be declined and returned to sender.

3.3.5	<p>The Tendering Principal Contractors should submit the following information with their tender;</p> <ul style="list-style-type: none"> • Completed and Signed Tender Return Form Option 1 • Completed Specification of works document, Sections 1,2 & 3 • Completed and Signed certificates “A” – Confirmation of Bona Fide Tender • Completed and Signed certificate “B” - Certificate in respect of unauthorised approaches to Thorne Moorends Town Council employees • Detailed Designs – (as described in section 3.3.6) • Completed and signed Pre-Qualification Questionnaire and relevant appendices (see appendix 4) • A Programme of works detailing the critical path of the project
3.3.6	<p>The principal contractors Design submitted at tender stage should be communicated in the form of the following;</p> <ul style="list-style-type: none"> • 2D scaled plan drawings showing the layouts of the equipment / furniture. • 2D Elevations / Photographs showing proposed finishes. • Specification of materials and Electrical Items proposed.
3.4	<p>Design Responsibility</p>
3.4.1	<p>Design responsibility for the project rests wholly with the Principal Contractor – The Principal Contractor will take on-board the responsibilities of Designer under the CDM 2015 regulations. The Principal contractor is to liaise with John Hill Associates throughout the Design and Construction process and provide information as requested.</p>
3.4.2	<p>The Principal Contractor is to provide Professional Indemnity insurance for the design of the cabin / temporary building and associated features as designers for the project. Refer to Section 1.This cover is to be maintained for 6 years post the date of practical completion of the project.</p>
3.4.3	<p>The Principal Contractor shall consult and comply with the provisions set out by the HSE (Health and Safety Executive) and Building control requirements.</p>

3.5 Evaluation Strategy and Award of Contract

3.5.1 Due to the nature of the works TMTC requires tenderers to submit design proposals in line with the Employers requirements that will be evaluated on a Qualitative and Value for money basis.

The tenders will be assessed on the following;

- Pre-Qualification Questionnaire – Pass / Fail
- Design – Qualitative Evaluation Core Criteria – 35% of total marks available
- Value for Money Core Criteria– 35% of the total marks available
- Extra Value items within budget – 20% of the total marks
- Programme of works – 10% of the total marks available

Note: The Qualitative and Value for money Evaluation will be related to the entire scheme as the project is open considered as Contractors Design.

Note: Programme evaluation relates to the core criteria. If the Extra value items influence the overall programme please advise.

As the project is a design and build scenario with a set budget TMTC intend to score the tender proposals in sections based on the above criteria. Answers to each section will be rated out of 5 as below. Any Tenderer achieving a score less than 50% in any criteria or achieving a mean average score of 50% or less in the entire evaluation maybe eliminated from the remainder of the process.

Scoring will be undertaken by a focus group of TMTC Councillors and will be subject to their unbiased opinion. The Project Co-Ordinator and the Town Clark will guide this process. Scores will be independently awarded by the focus group and comments made.

3.5.2 *Pre-Qualification Questionnaire*

This section of the evaluation will be scored on a PASS / FAIL basis. A tenderer failing any question in this section maybe excluded from the remainder of the process. – This section will be reviewed by the Project Co-Ordinator.

3.5.3 *Design Qualification Questionnaire Core Criteria*

The design proposals put forward as detailed within the core criteria (3.6) below will be evaluated using the following system;

Scoring

- 0 – Inadequate – The design is unacceptable or non-existent
- 2 – Poor – The design is deficient in certain areas where the details of relevant items require review / clarity or do not meet expectations.
- 3 – Satisfactory – The design is acceptable but with some minor reservations.
- 4 – Good – The standard of the design fully meets expectations.
- 5 – Outstanding – The Standard of the design exceeds expectation.

Design Evaluation Criteria.

1. Is the Design Creative / Inventive
2. Have the design requirements / core criteria been met?
3. External appearance and aesthetics
4. Internal Facilities provided
5. Electrical Design
6. Security measures.

(Total points available for this section are 35 points – this will be converted to an overall percentage out of 35%)

3.5.4 *Value for money Core Criteria*

Value for money will be reviewed on the following grounds and also scored as set out below.

Scoring

- 0 – Inadequate – The proposals are unacceptable or the budget does not exist
- 2 – Poor – The proposals does not meet the core criteria and the budget targets set out and / or the proposals are not Value for money.
- 3 – Satisfactory – The core criteria of proposals have been met and the costs appear fair and reasonable
- 4 Good – The proposals show good value for money and cost vs quality have been well balanced.
- 5 – Outstanding – The proposal shows excellent value for money and quality vs cost has been extremely well balanced.

(Total points available for this section are 5 points – this will be converted to an overall percentage out of 35%)

3.5.5 *Extra Value items within budget*

Extra Value items within the fixed budget will be reviewed on the following grounds and also scored as set out below.

Scoring

- 0 – Inadequate – The proposals are unacceptable / none existent or outside the budget.
- 2 – Poor – The proposals does not meet the budget targets set out and / or the proposals are not value for money.
- 3 – Satisfactory – The proposals have met the budget and the costs appear fair and reasonable
- 4 Good – The proposals show good value for money and cost vs quality have been well balanced.
- 5 – Outstanding – The proposal shows excellent value for money and quality vs cost has been extremely well balanced.

•
(Total points available for this section are 5 points – this will be converted to an overall percentage out of 20%)

3.5.6 *Programme*

This section will be evaluated based on the target project dates as set out within section 1 of this document. This will be scored as follows.

Scoring

- 0 – Inadequate – The Programme is unacceptable or non-existent
- 2 – Poor – The Programme does not meet the targets set out.
- 3 – Satisfactory – The Programme in whole meets the target dates set out however with some reservations i.e. no room for error
- 4 Good – The Programme fully meets expectations with time allocated for possible unforeseen delays
- 5 – Outstanding – The Programme exceeds expectations and provides additional detail and clarity with ample time allocated for unforeseen delays.

(Total points available for this section are 5 points – this will be converted to an overall percentage out of 10%)

3.6	<u>Design Brief / Core Criteria - Option 1</u>	£	P
	This Section identifies the design brief and core requirements set out for the proposal.		
3.6.1	Thorne Moorends Town Council have allocated a Budget of Twenty Two Thousand five hundred Pounds sterling for the entire project. This does not need to be expended on the core criteria.		
	<u>Primary Structures</u>		
3.6.2	Principal Contractor to allow for undertaking works as identified on the design drawings.		
3.6.4	Principal Contractor to design, supply and install 2 number New or Pre owned temporary buildings / containers on new foundations.		
3.7.5	Principal contractor to allow for internally lining of walls and ceiling with whip clean panels / cladding fixed to ridged backing (on non-deleterious supports) – colour of finish to be agreed.		
3.6.6	PC to allow for insulation between supports to prevent condensation.		
3.6.7	PC to allow for internally lining to floors with vinyl floor finish or similar suitable for football boots. Provide insulation between bearers to prevent condensation. – Colour of finish TBA		
3.6.8	PC to allow for design, supply and install of suitable foundation for proposed temporary building.		
3.6.9	Design, Supply and install new cladding / decoration to external of container. Colour and design to be agreed. Allow for all supports, flashings, drips etc.		
3.6.11	Design, Supply and install new hardstanding for spectators with suitable fall towards pitch for water runoff. Hardstanding to have none slip finish. (Suggested concrete paved area with light brushed finish and trowelled margins)		
3.6.12	PC to design supply and install new monopitch canopy over hard standing area with translucent Tread safe finish. Support system and fixing details to PC design.		
3.6.13	<u>Fixtures and Fittings</u>		
3.6.14	PC to design, supply and install facias, verge boards, gutters RWPs etc to complete installation od lean to.		
3.6.15	PC to design, supply and install new crowed barrier to the front of the standing area. New hand railing to be typically 1100mm high in PPC GMS with mid-rail at half height (colour to be agreed) – PC to design fixing arrangements and details. PC to ensure design is suitable for spectator numbers / presence.		

3.6.16 PC to design, supply and install new perimeter benching and fixed hooks on pattress above as shown on drawings.

3.6.17 **Electrics**

3.6.18 Principal Contractor to Design Supply and install new electrical lighting system. PC to note that no electrical is available at the site. All lighting provided to be battery powered and to an IP65 rated.

3.6.19 **Other**

3.6.20 PC to allow for Design supply and install of any items shown or implied on the drawings and not listed above. Itemise below.

3.6.21

3.6.22

Section 04
EXTRA VALUE

Extra Value

PC to list below optional items as part of the contractors design to increase the overall value for money / to add additional value to the design proposals however maintaining the project budget. Points within this section will be awarded on creativity, aesthetics and quality improvements based on value for money.

Extra Value

PC to list below optional items as part of the contractors design to increase the overall value for money / to add additional value to the design proposals however maintaining the project budget. Points within this section will be awarded on creativity, aesthetics and quality improvements based on value for money.

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PC to list below optional items as part of the contractors design to increase the overall value for money / to add additional value to the design proposals however maintaining the project budget. Points within this section will be awarded on creativity, aesthetics and quality improvements based on value for money.

Section 05
Tender Price Summary

	Tender Price Summary	
	Section 01	
	Section 02	
	Section 03	
	Section 04	
	TOTAL	

Dated this day of

Signed

For and on behalf of

Section 06
Tender Return Form

JOHN HILL ASSOCIATES LTD

Architectural & Surveying Consultants

TENDER FOR

TOLL BAR CHANGING FACILITIES

FOR

THORNE MOORENDS TOWN COUNCIL

TO:-

Sirs

I/We the undersigned hereby offer to undertake upon the terms and conditions of, and in the manner described in the Conditions of Contract, Specification of Works and all Drawings, which have been furnished to and inspected by me/us to supply all labour, materials and plant to carry out all works required to complete the whole of the works included or implied in the Drawings and Specification of Works in accordance with the said conditions of contract for the sum of

in wordsPounds

..... pence (plus VAT) £(Plus VAT)

If successful we would be able to commence the works within weeks of acceptance of the tender.

If successful we would require weeks from the date of possession to complete the works.

Dated this day of

Signed

For and on behalf of

NB: This tender submission remains open for acceptance for a period of six months from the date fixed for submission of the tender.

JOHN HILL ASSOCIATES LTD

Architectural & Surveying Consultants

TENDER FOR

TOLL BAR CHANGING FACILITIES

FOR

THORNE MOORENDS TOWN COUNCIL

1. Tenders are to be delivered or sent by post to reach Thorne Moorends Town Council no later than 12.00 noon on Friday 13th November 2020.
2. Unqualified tenders only must be submitted and any qualifications of the tender or variation of the terms and conditions of contract will result in the rejection of the tender.
3. No undertaking is given that the lowest or any tender will be accepted.
4. The Contractor is expected to check when submitting his tender that the amount stated on the tender form is correct. If the Contractor subsequently asks to be allowed to amend the tender, he will be given the opportunity of carrying out the works at the price originally quoted, amending his tender, or withdrawing the tender offer.
5. Should the tender under consideration exceed the Employer's Budget then the procedure will be as laid down in the Code of Procedure for Single Stage Selective Tendering Clause 7.
6. The Contractor is advised to visit the site prior to preparing his tender. Access to be arranged via Mr J O'Neill on 01302 364565.
7. The receipt of a tender submission from a contractor will deem to constitute their consent.
8. Contractors tender submissions are required to remain open for a minimum of 6 months from the tender return date.
9. A fully priced Specification of Work must be submitted with the form of tender.

Section 07
CERTIFICATES

THORNE MOORENDS TOWN COUNCIL
Proposed Toll Bar Changing Rooms
PART A: STATEMENT CONFIRMING BONA FIDE (GENUINE)
TENDERING

In respect of the belief that the fundamental nature of selective tendering is that Thorne Moorends Town Council shall receive bona fide (genuine) competitive tenders from all those tendering.

I/WE CERTIFY THAT:

- 1.1 The tender submitted with this document is a bona fide (genuine) tender, intended to be competitive.
- 1.2 I/WE have not fixed or adjusted the amount of the Tender under or in line with any agreement or arrangement with any other person.
- 1.3 I/We have not done, and agree that we will not do at any time before the hour set for the return of the Tender, any of the following actions:
 - a. Communicate with a person other than the person calling for this Tender the amount or approximate amount of this Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to get hold of insurance premium quotations that were required for the preparation of the Tender);
 - b. Enter into any agreement with any other person that he/she shall not tender or discuss the amount of any Tender sent in; and
 - c. Offer, pay, give or agree to give any sum of money or valuable consideration, directly or indirectly, to any person for doing, having done, causing or having caused to be done, with regard to this tender or to any other Tender any act or thing described above.

Name:

Position:

For and on behalf of:

Dated:

In this statement:

- ⇒ ***'Person' includes any person, body or association corporate or incorporate; and***
- ⇒ ***'Any agreement or arrangements' includes any transaction of the sort described above, formal or informal and whether legally binding or not.***

THORNE MOORENDS TOWN COUNCIL

Proposed Toll Bar Changing Rooms

PART B: CERTIFICATE IN RESPECT OF UNAUTHORISED APPROACHES TO THORNE MOORENDS TOWN COUNCIL EMPLOYEES

I/We hereby certify that I/We have not made any unauthorised approach in writing or otherwise to any employee of Thorne Moorends Town Council to ascertain any information relating to individual or collective rates of pay, conditions of service or to obtain any operational information to assist in submitting this tender or any other tender or proposed tender and that no person employed by me/us acting on my/our behalf has done any such act.

I/We hereby undertake that I/We will not in the future do any such unauthorised act as specified above in connection with the tender or any proposed tender and that no person employed by me/us acting on my/our behalf will do any such act.

Name:

Position:

For and on behalf of:

Dated: