Schedule Nr 1

Preliminaries & General Conditions

		Section One WAG	Section Two MRB

SECTION 1 – PRELIMINARIES & GENERAL CONDITIONS

A00 PRELIMINARY PARTICULARS

SECTION ONE – WALKER ART GALLERY

110 LIVE SITE – WALKER ART GALLERY

- The Walker Art Gallery opening hours to the public are 10:00am to 5:00pm, seven days a week. All contractors must avoid or minimise activities with high level of noise or vibration during the above operating hours.
- Refer to the Architects Site Constraints Plan for details sequencing of works (drawing Nr WAGL.01-DR-0002 contained in Appendix D).
- Gallery Rooms 01-04 will be closed to the public for the duration of the contract. Gallery Rooms A-C (adjacent to gallery rooms 01-04) will also be closed to the public but fit-out works to these rooms are due to commence during mid-July 2021. The NML appointed fit-out contractor will access rooms A-C via Lobby nr 1.25a and not through the site (gallery 01-04). However, a safe means of fire escape will be required for the fit-out contactor, through gallery room 03 & 04, during the fit-out period. Gallery Rooms A-C will then be open to the public from 17th September 2021, again a safe means of escape will need to be provided through Gallery Rooms A-C.
- Gallery Rooms 01-04 are located at first floor level. The accommodation below Gallery Rooms 01 & 02 is under library ownership. A plant room is located below Gallery Room 03. Gallery 04 is a first floor link corridor between the 1930's extension and the original building, with a void below.
- Contractor to submit method statement for undertaking the work. Allow to provide tubular scaffold to gain access to ceiling level and voids above. Scaffold design by specialist sub-contractor. Contractor to provide scaffold details for CA approval prior to commencement. Structural Engineer to confirm maximum loading to floors.

120 CONTROL OF DUST

- As the Walker Art Gallery contains numerous works of art and artefacts, NML are concerned about the potential for migration of dust to rooms close to the site. The contractor is to provide suitable dust protection measures to prevent migration of dust and debris from site to adjacent public areas. Allow for sealing around any openings, doors into service voids or high-level openings, and any other areas likely to be affected by works. The boundaries between the site are between Gallery 03 and Temp. Ex. (rooms A-C) and Gallery 04 to Gallery 05.
- The contractor is to allow for a daily clean of all work areas to prevent build-up of dust, debris etc and to prevent migration of dust to other areas of the building.

		Section One WAG	Section Two MRB
A00	**PRELIMINARY PARTICULARS (CONT'D)**		
130	SECURITY		
	- Contractor to maintain security of all access and egress points and to liaise with the Client Team to ensure no detriment to the overall Gallery security measures. - The proposed access staircase is an area of concern for NML for maintaining security of the building and potential for unauthorised access to the building. Together with preventing access to roof level during the roofing works. The Contractor is to provide their proposals for maintaining secure access to the building.		
140	FIRE ALARM		
	- The contractor will be required to isolate existing installation and provide and install temporary heat and smoke detector to cover Gallery 01-04 for the duration of the contract. Liaise with the Client Team to ensure requirements, such as complying with their insurance, connecting to their fire alarm system etc. are met.		
150	PROTECTION		
	- The contactor is to provide floor protection within site area, to protect the existing (retained) timber boarded floor. Floor protection must provide suitable protection to prevent damage to existing flooring. The contractor is to consider weight, load, point loads when selecting suitable floor projection, to ensure no damaged to existing flooring with the gallery rooms. If existing gallery floors become damaged, the contractor will be responsible for the making good/repair/replacement. The contractor will be responsible for the removal and disposal of all floor protection at the end of the contract. Contractor to submit method statement to confirm protective measures allowed for within their cost - Existing timber skirting to be protected during the course of the work. - Existing door surround and frames to be boxed in using friction fitted ply and timber studs (sheathed with pipe insulation to prevent damage to timberwork) during the course of the works. No fixings permitted into any existing fabric. - Contractor to ensure that the existing plaster cornices to the perimeter of gallery 1 and gallery 2 is suitably protected and not damaged during the course of the work. Please note, the decorative cornice extends above the suspended ceiling level. Contractor to provide method statement for protecting the cornice during removal of steels and adjacent strip out works. - All Doors (Glazed, traditional and modern): Contractor to ensure that the existing doors are suitably protected for the duration of the contract.		

	Section One WAG	Section Two MRB

A00 PRELIMINARY PARTICULARS (CONT'D)

- Historic fabric hidden above suspended ceiling level: Contractor to ensure that all historic fabric including but not limited to laylights, timber frames, plasterwork and blinds, are suitably protected.

SECTION TWO – MIDLAND RAILWAY BUILDING

210 SITE CONSTRAINTS & PHASING

- The Midland Railway Building will be occupied during the contract period. Further information will be provided during the tender period to clarify the site constraints and proposed phasing of the works.

220 CONTROL OF DUST

- The contractor is to provide suitable dust protection measures to prevent migration of dust and debris from the areas of work.
- The contractor is to allow for a daily clean of all work areas to prevent build-up of dust, debris etc and to prevent migration of dust to other areas of the building.

230 SECURITY

- Contractor to maintain security of all access and egress points and to liaise with the Client Team to ensure no detriment to the overall security measures.

		Section One WAG	Section Two MRB
A10	**PROJECT PARTICULARS**		
110	THE PROJECT		
-	Name: Infrastructure Works, Walker Art Gallery & Midland Railway Building, Liverpool		
-	Nature: Walker Art Gallery: Roofing works to gallery rooms 01-04 & A-C and internal refurbishment of gallery rooms 01-04. Midland Railway Building: M&E replacement and upgrade works.		
-	Location: Walker Art Gallery, William Brown Street, Liverpool, L3 8EL and Midland Railway Building, 38-40 Victoria St, Liverpool L1 6BX		
-	Length of contract: tbc		
120	EMPLOYER (CLIENT)		
-	Name: The Board of Trustees of National Museums and Galleries on Merseyside of World Museum		
-	Address: William Brown Street, Liverpool, L3 8EN'		
130	PRINCIPAL CONTRACTOR (CDM)		
-	Name: The successful Tenderer.		
-	Address: To be advised upon Contract Award.		
-	Contact: To be advised upon Contract Award.		
-	Telephone: To be advised upon Contract Award.		
-	Email: To be advised upon Contract Award.		
140	PERSON EMPOWERED BY THE CONTRACT TO ACT ON BEHALF OF THE EMPLOYER		
-	Title: Architect/Contract Administrator		
-	Name: Donald Insall Associates Ltd		
-	Address: Y Becws, Pool Lane, Conwy, LL32 8PZ		
-	Contact: Matt Osmont/ Elgan Jones		
-	Telephone: 01492 592378		
150	PRINCIPAL DESIGNER		
-	Name: Donald Insall Associates Ltd		
-	Address: Y Becws, Pool Lane, Conwy, LL32 8PZ		
-	Contact: Steve Wright		
-	Telephone: 01492 592378		
160	QUANTITY SURVEYOR		
-	Name: Baker Mallett LLP		
-	Address: The Base, Dallam Lane, Warrington, WA2 7NG		
-	Contact: Jamie Gruszka		
-	Telephone: 01925 407 555		
-	Email: jamie.gruszka@bakermallett.com		

	Section One WAG	Section Two MRB

A10 PROJECT- PARTICULARS (CONT'D)

210 CONSULTANTS
- Description: Project Manager
- Name: Buro Four
- Address: 31 Booth Street, Manchester, M2 4AF
- Contact: Gary James
- Telephone: 0161 906 0200

220 CONSULTANTS
- Description: Structural Engineer
- Name: Roscoe
- Address: 111 Piccadilly, Manchester, M1 2HY
- Contact: Aaron Wall
- Telephone: 0161 638 0823

230 CONSULTANTS
- Description: Mechanical and Electrical Consultant
- Name: Max Fordham LLP
- Address: Carver's Warehouse, 77 Dale Street, Manchester, M1 2HG
- Contact: Matt Dickinson / Saad Habib
- Telephone: 0161 312 8071

		Section One WAG	Section Two MRB
A11	**TENDER AND CONTRACT DOCUMENTS**		
110	TENDER DRAWINGS		
-	The tender drawings are: as listed in Appendix A.		
120	CONTRACT DRAWINGS		
-	The contract drawings: Same as the tender drawings.		
130	QUANTITIES DRAWINGS		
-	The drawings from which the Schedule of Works were prepared are the tender drawings.		
160	PRECONSTRUCTION INFORMATION		
-	Format: The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries and other tender documents.		

		Section One WAG	Section Two MRB
A12	**THE SITE/ EXISTING BUILDINGS**		
110	THE SITE		
-	Description: Walker Art Gallery – Internal refurbishment works are to be carried out in Gallery Rooms 01-04 that are located at first floor level of the western half of the 1930s galleries to the rear of the Walker Art Gallery, Liverpool. The roofing works are to be carried out above galleries 01-04 and A-C. The building is also shared with the library at ground floor and ground floor mezzanine level, refer to existing site location plan contained in Appendix C. Midland Railway Building Works are to be carried out throughout the Midland Railway Building.		
120	EXISTING BUILDINGS ON/ ADJACENT TO THE SITE		
-	Description: Walker Art Gallery: The Walker Art Gallery is surrounded by buildings of a similar historic nature. The Walker Art Gallery and library will remain open for the duration of the works and special care and attention should be taken to maintain a secure barrier between members of the public. Midland Railway Building: The Midland Railway Building is surrounded by city centre buildings, retail, leisure, office, car park, residential type buildings. The building adjoins public footpaths and roads.		
140	EXISTING UTILITIES AND SERVICES		
-	Drawings: (Information shown is indicative only): As indicated on the Tender drawings and Tender information.		
-	Other information: The Principal Contractor will be responsible for locating all services whether shown on drawings or not, and they should make their own enquiries regarding existing services, prior to commencing works. Please note, they will be fully responsible for establishing their exact location. Any damage by the Contractor to the services are to be made good, to the approval of the CA or respective authority, at the Contractors cost. The Contractor is to ensure all services to the surrounding buildings are maintained for the duration of the Contract period.		

	Section One WAG	Section Two MRB

A12 THE SITE/ EXISTING BUILDINGS (CONT'D)

200 ACCESS TO THE SITE

- Description:
  Walker Art Gallery: The Walker Art Gallery's main entrance is accessed from William Brown Street. It is proposed that the Contractor is to use the existing fire escape staircase located on Cuerden Street to the rear of the Walker Art Galley as their access and egress to the site. It should be noted that this fire escape staircase will remain a live fire escape for the duration of the works. The Contractor is to ensure that all roads and paths remain open and operational throughout the Contract. The Contractor will ensure that all roads and paths are maintained in a clean condition throughout the Contract and any damage to the roads or footpaths will be made good by the Contractor at his own expense.
  Midland Railway Building: Further information will be provided during the tender period to clarify access to the site.

210 PARKING

- Restrictions on parking of the Contractor's and employees' vehicles: No parking is available. It will be the Contractor's responsibility to arrange and pay (where applicable) for parking.

220 USE OF THE SITE

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

230 SURROUNDING LAND/ BUILDING USES

- General: Adjacent or nearby uses or activities are as follows:
- Refer to the Site Location Plan contained in Appendix C for details of surrounding buildings.

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:
  - Refer to the Pre Construction Information.
- 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.

		Section One WAG	Section Two MRB
A12	**THE SITE/ EXISTING BUILDINGS (CONT'D)**		
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: Contact Jane Skinner (jane.skinner@liverpoolmuseums.org.uk) of National Museums Liverpool.		
260	CONDITION SURVEY - The Contractor shall carry out condition surveys of the floors, walls and joinery and adjoining or adjacent properties / areas and schedules of condition prepared and agreed between the Employer / or the adjoining or adjacent owners / occupiers. One copy of the report including any photographs is to be supplied to the CA. The Contractor shall be responsible for any reinstatement works and pay all costs in connection therewith.		

		Section One WAG	Section Two MRB
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: Walker Art Gallery Removal of artwork, artefacts and display cabinetry. Midland Railway Building Further information will be provided during the tender period		
120	THE WORKS - Description: The Works comprise: Walker Art Gallery Roofing works to gallery room 01-04 and A-C and the internal refurbishment of gallery rooms 01-04 together with M&E replacement/upgrades. Midland Railway Building Replacement and upgrades to existing mechanical installations together with associated electrical supplies and replacement of the BMS system.		
130	WORK BY OTHERS CONCURRENT WITH THE CONTRACT - Description: Walker Art Gallery The fit-out of gallery rooms A-C, adjacent to gallery rooms 01-04 will commence during July 2021. Refer to the Site Constraints Plan reference WAGL.01-DR-0002 contained in Appendix D. Midland Railway Building Not applicable		
140	COMPLETION WORK BY OTHERS - Description: Walker Art Gallery. Fit-out to Gallery Rooms 01-04 Midland Railway Building Not applicable		

		Section One WAG	Section Two MRB
A20	**JCT INTERMEDIATE BUILDING CONTRACT (IC)**		
334	JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (ICD) - The Contract: JCT Intermediate Building Contract with Contractor's Design 2016 Edition as amended by the 'Contract for Works in relation to Walker Art Gallery and Midland Railway Building' contained in Appendix B of the Work Schedule. - Requirement: Allow for the obligations, liabilities and services described.		
	THE RECITALS		
	First THE WORKS - Comprise: Roofing works to gallery room 01-04 and A-C and the internal refurbishment of gallery rooms 01-04 together with associated M&E alterations to the Walker Art Gallery. Upgrade and replacement works to the existing M&E installations at the Midland Railway Building. - Location: Walker Art Gallery, William Brown Street, Liverpool, L3 8EL. Midland Railway Building, 38-40 Victoria St, Liverpool L1 6BX		
	Second CONTRACTOR'S DESIGNED PORTION - The Works include the design and construction of:		
	- <u>Section One: Walker Art Gallery</u> - Fall arrest system to roof 20,22 & 24 - Lightning protection to roof 01, 18, 19, 20, 21, 23, 24, 27, 28 & 29 - Gantry walkway to ceiling voids in gallery room 01 together with associated supports. - Structural support to altered ceiling configuration in gallery room 02 to incorporate the new extract system. - Ss_70_30_25_25 Earthing and bonding of extraneous metal - Ss_70_80_33_00 Lighting controls - Ss_75_10_21_21 Structured cabling and associated containment - Ss_75_40_02_00 Access control. - Ss_75_40_53_86 CCTV - Ss_75_40_75_00 Intruder detection. - Ss_75_50_28_29 Fire alarm equipment selection and configuration - Ss_75_50_45_45 Lightning protection. - Ss_75_70_54_10 Building controls/BMS. - Modularisation of any prefabricated MEP installations - Capacity, location, routes and design of electrical cable ways (conduit, trunking, tray, basket, etc.).		

		Section One WAG	Section Two MRB
A20	**JCT INTERMEDIATE BUILDING CONTRACT (CONT'D)**		
	- Section Two: Midland Railway Building - Ss_70_30_25_25 Earthing and bonding of extraneous metal - Ss_75_50_45_45 Lightning protection (limited to extending system to new items of external plant and plant supports) - Ss_75_70_54_10 Building controls/BMS - Modularisation of any prefabricated MEP installations - Capacity, location, routes and design of electrical cable ways (conduit, trunking, tray, basket, etc.).		
	Third CONTRACT DRAWINGS - The Contract Drawings: As listed in clause A11/120.		
	Fourth OTHER DOCUMENTS SUPPLIED BY THE EMPLOYER - Comprise: Work Schedule - Named person: The whole of the text referring to a named person as a subcontractor will be deleted.		
	Fifth A PRICING BY THE CONTRACTOR - Option A will apply: Option B will be deleted. - Priced document: Within Option A the following words will be deleted: - Specification or Bill of Quantities. - Priced Activity Schedule: The words 'and has provided the Employer with a priced schedule of activities annexed to this contract (the Activity Schedule)' will be deleted.		
	Ninth INFORMATION RELEASE SCHEDULE - The Ninth Recital will be deleted.		
	Eighth DIVISION OF THE WORKS INTO SECTIONS - The Eighth Recital will not be deleted.		
	THE ARTICLES		
	3 ARCHITECT/ CONTRACT ADMINISTRATOR - Architect/ Contract Administrator: See clause A10/140.		
	4 QUANTITY SURVEYOR - Quantity Surveyor: See clause A10/160.		
	5 PRINCIPAL DESIGNER - Principal Designer: See clause A10/150.		

		Section One WAG	Section Two MRB
A20	**JCT INTERMEDIATE BUILDING CONTRACT (CONT'D)**		
	6 PRINCIPAL CONTRACTOR - Principal Contractor: See clause A10/130.		
	9 LEGAL PROCEEDINGS - Amendments: None.		
	CONTRACT PARTICULARS		
	Fourth Recital EMPLOYER'S REQUIREMENTS - Comprise: Refer to the tender drawings.		
	Sixth Recital CONTRACTOR'S PROPOSALS/ CDP ANALYSIS - Comprise: to be supplied by the contractor.		
	Eighth Recital and Clause 4.6 CONSTRUCTION INDUSTRY SCHEME (CIS) - Employer at the Base Date is not a contractor for the purposes of the CIS.		
	Tenth Recital CDM REGULATIONS - The project is notifiable.		
	Eighth Recital DESCRIPTION OF SECTIONS - Section 1 – Walker Art Gallery Infrastructure works - Section 2 – Midland Railway Building Infrastructure works		
	Twelfth Recital FRAMEWORK AGREEMENT - Framework agreement: Does not apply.		
	Thirteenth Recital and Schedule 5 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.		

		Section One WAG	Section Two MRB
A20	**JCT INTERMEDIATE BUILDING CONTRACT (CONT'D)**		

	- Where Supplemental Provision 6 applies, the respective nominees of the parties are:
	  - Employer's nominee: See clause A10/160
	  - Contractor's nominee: to be completed by the Contractor.
	Or such replacement as each party may notify to the other from time to time.		

	Article 8 ARBITRATION - Article 8 and clauses 9.3 to 9.8 (arbitration) do not apply.		
	Clause 1.1 BASE DATE - Base Date: 7th December 2020.		
	Clause 1.1 BIM PROTOCOL - BIM Protocol (where applicable): Not applicable.		

	Clause 1.1
	DATES FOR COMPLETION OF THE WORKS
	- Dates for completion of the Works:
	  - Dates for completion of sections:
	  - Section: 1 : Date: 3rd September 2021.
	  - Section: 2 : Date: To be confirmed by the Tenderer.		

	Clause 1.7
	ADDRESSES FOR SERVICE OF NOTICES
	- Employer:
	  - Address: See clause A10/120.
	- Contractor:
	  - Address: See clause A10/130.		

	Clause 2.4
	DATE OF POSSESSION OF THE SITE
	- Dates of possession of the site:
	  - Section: 1 : Date: 8th February 2021.
	  - Section: 2 : Date: 15th February 2021.		

	Clause 2.5
	DEFERMENT OF POSSESSION OF SECTIONS
	- Clause 2.5 applies.
	- Where clause 2.5 applies, maximum period of deferment (if less than six weeks) is:
	  - Section: 1 : Maximum period: 6 weeks.
	  - Section: 2 : Maximum period: 6 weeks.		

		Section One WAG	Section Two MRB
A20	**JCT INTERMEDIATE BUILDING CONTRACT (CONT'D)**		

Clause 2.23.2
LIQUIDATED DAMAGES
- Damages:
  - Section 1 : At the rate of £5,000.00 per calendar week or pro-rata thereto.
  - Section 2 : At the rate of £2,500.00 per calendar week or pro-rata thereto.

Clause 2.29
SECTION SUMS
- Section 1 : Sum: TBC
- Section 2 : Sum: TBC

Clause 2.30
RECTIFICATION PERIOD
- Period:
  - Section 1 : 12 months.
  - Section 2 : 12 months.

Clause 2.34.3
CONTRACTOR'S DESIGNED PORTION
- Limit of Contractor's liability for loss of use: £5 million

Clause 4.3 and 4.9
FLUCTUATIONS PROVISION
- Fluctuations Provision: These clauses will be deleted in their entirety.

Clause 4.7
ADVANCE PAYMENT AND ADVANCE PAYMENT BOND
- Advance payment: Clause 4.7 does not apply.

Clause 4.8.1
INTERIM PAYMENTS - INTERIM VALUATION DATES
- The first Interim Valuation Date is: one month after the date of possession, and thereafter the same date in each month or the nearest Business Day in that month.

Clause 4.9.1
INTERIM PAYMENTS - PERCENTAGE OF VALUE
- Not achieved practical completion: Where the Works, or those works in a section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is 95%.
- Completed works: Where the Works, or those works in a section, have achieved practical completion, the percentage in respect of the completed works is 97.5%.

		Section One WAG	Section Two MRB
A20	**JCT INTERMEDIATE BUILDING CONTRACT (CONT'D)**		
	Clause 4.10.4 LISTED ITEMS - UNIQUELY IDENTIFIED - Listed items: Clause 4.10.4 will be deleted.		
	Clause 4.10.5 LISTED ITEMS - NOT UNIQUELY IDENTIFIED - Listed items: Clause 4.10.5 will be deleted.		
	Clause 6.4.1 CONTRACTOR'S PUBLIC LIABILITY INSURANCE: INJURY TO PERSONS OR PROPERTY - Insurance cover for any one occurrence or series of occurrences arising out of one event: £10,000,000.00.		
	Clause 6.5.1 INSURANCE - LIABILITY OF EMPLOYER - Insurance may be required. - Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event: £10,000,00		
	Clause 6.7 and Schedule 1 None of Options A, B or C applies. Government Policy of non-insurance as it applies to the Employer. Any claim will be dealt with on its own merits and on a basis of strict liability		
	Clause 6.10 and Schedule 1 TERRORISM COVER - Details of the required cover: Not applicable.		
	Clause 6.15 JOINT FIRE CODE - Joint Fire Code: Does not apply.		
	Clause 6.18 JOINT FIRE CODE - AMENDMENTS/ REVISIONS - Not applicable.		
	Clause 6.19 CONTRACTOR'S DESIGN PORTION - PROFESSIONAL INDEMNITY INSURANCE - Level of cover: Amount of indemnity required: - relates to claims or series of claims arising out of one event ; - and is £ 5,000,000.00. - Cover for pollution and contamination claims: is not required. - Expiry of required period of CDP Professional Indemnity Insurance: 12 years.		

		Section One WAG	Section Two MRB
A20	**JCT INTERMEDIATE BUILDING CONTRACT (CONT'D)**		
	Clause 7.2.1 PERFORMANCE BOND OR GUARANTEE - Bond or guarantee from bank or other approved surety: is required. - Required form: ABI Performance Bond. - Initial value (percentage of the Contract Sum): 10%. - Period of validity: Up to the date of Practical Completion. - Reduction in value: Not applicable.		
	Clause 7.2.2 GUARANTEE FROM THE CONTRACTOR'S PARENT COMPANY - Guarantee: is required.		
	Clause 7.3 COLLATERAL WARRANTIES - Details: As set out in the following documents: Refer to Appendix B of the Work Schedule. - Parent company's name and registration number: tbc.		
	Clause 8.9.2 PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR) - Period of suspension: 2 months.		
	Clauses 8.11.1.1 to 8.11.1.5 PERIOD OF SUSPENSION (TERMINATION BY EITHER PARTY) - Period of suspension: 2 months.		
	Clause 9.2.1 ADJUDICATION - The Adjudicator is: To be appointed by the nominating body. - Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established): Royal Institution of Chartered Surveyors .		
	Clause 9.4.1 ARBITRATION - Not used.		

		Section One WAG	Section Two MRB
A20	**JCT INTERMEDIATE BUILDING CONTRACT (CONT'D)**		
	THE CONDITIONS		
	SECTION 1: DEFINITIONS AND INTERPRETATION		
	1.5 RECKONING PERIODS OF DAYS - Amendments: None.		
	1.12 APPLICABLE LAW - Amendments: None.		
	SECTION 2: CARRYING OUT THE WORKS		
	SECTION 3: CONTROL OF THE WORKS		
	SECTION 4: PAYMENT		
	SECTION 5: VARIATIONS		
	SECTION 6: INJURY, DAMAGE AND INSURANCE		
	SECTION 7: ASSIGNMENT AND COLLATERAL WARRANTIES		
	SECTION 8: TERMINATION		
	SECTION 9: SETTLEMENT OF DISPUTES		
	EXECUTION - The Contract: Will be executed as a deed.		

		Section One WAG	Section Two MRB
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 2 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.		
190	PERIOD OF VALIDITY - Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 3 months from the date fixed for the submission. - Date for possession/ commencement: See section A20.		
	PRICING/ SUBMISSION OF DOCUMENTS		
210	PRELIMINARIES IN THE SPECIFICATION - Measurement rules: Preliminaries/ General Conditions have been prepared in accordance with SMM7.		

		Section One WAG	Section Two MRB
A30	**TENDERING/ SUBLETTING/ SUPPLY (CONT'D)**		
220	PRICING OF PRELIMINARIES - Charges: When pricing Preliminaries, identify separately for each item where, for the purpose of valuing the work, the charge for that item is considered to be: - Fixed (i.e. where the charge for the item does not depend on duration). - Time related (i.e. where the charge for the item is dependent on duration).		
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 the tender.		
300A	QUANTITIES IN THE PRICED DOCUMENT - Quantities: Where included in the priced document, these have been prepared in accordance with SMM7/ NRM2 only where and to the extent stated. - Other items, descriptions and measurements not prepared in accordance with SMM7/ NRM2: Must be priced taking account of the information given elsewhere in the tender documents, including for all associated and ancillary work shown or clearly apparent as being necessary for the complete and proper execution of the work.		
310	TENDER - General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.		
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.		
490	INFORMATION RELEASE SCHEDULE - Compatibility with programme: At the same time as submitting the proposed programme or summary, confirm that it is compatible with the Information Release Schedule. - Alternative proposals: If any part of the programme is not compatible with the Schedule submit alternative proposals and reasons for varying the times for release of information.		

		Section One WAG	Section Two MRB
A30	**TENDERING/ SUBLETTING/ SUPPLY (CONT'D)**		
500	TENDER STAGE METHOD STATEMENTS - Method statements: Prepare, describing how and when the following is to be carried out: - Undertaking all works included within the Schedule of Works and indicated on the drawings. - Statements: Submit with tender.		
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 the tender return.		
515	ALTERNATIVE TIME TENDERS - General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted. - Date for completion: If any such tender is accepted the date for completion inserted in the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.		
530	SUBSTITUTE PRODUCTS - **Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.** - Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.		

		Section One WAG	Section Two MRB
A30	**TENDERING/ SUBLETTING/ SUPPLY (CONT'D)**		

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.		

		Section One WAG	Section Two MRB
A30	**TENDERING/ SUBLETTING/ SUPPLY (CONT'D)**		
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.		

		Section One WAG	Section Two MRB
A30	**TENDERING/ SUBLETTING/ SUPPLY (CONT'D)**		

590	SITE WASTE MANAGEMENT PLAN
	- Person responsible for developing the Plan: The Contractor.
	- Content: Include details of:
	  - Principal Contractor for the purposes of the regulations.
	  - Location of the site.
	  - Description of the project.
	  - Estimated project cost.
	  - Types and quantities of waste that will be generated.
	  - Resource management options for these wastes including proposals for minimization/ reuse/ recycling.
	  - The use of appropriate and licensed waste management contractors.
	  - Record keeping procedures.
	  - Waste auditing protocols.
	- Submit Within one week of request.		

595	ENVIRONMENTAL POLICY - Project Environmental Management System: Develop a system compatible with the Employer's policy.		
599	FREEDOM OF INFORMATION - Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act. - Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission. - Confidentiality: Maintain at all times.		
	SUBLETTING/ SUPPLY		
630	DOMESTIC SUBCONTRACTS - General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'. - List: Provide details of all subcontractors and the work for which they will be responsible. - Submit: with tender.		

		Section One WAG	Section Two MRB
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 6/2009 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.		
155	SUBMIT PROPOSALS - Meaning: Submit information in response to specified requirements.		

		Section One WAG	Section Two MRB
A31	**PROVISION, CONTENT AND USE OF DOCUMENTS (CONT'D)**		
160	TERMS USED IN SPECIFICATION - Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services. - Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for 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 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.		

		Section One WAG	Section Two MRB
A31	**PROVISION, CONTENT AND USE OF DOCUMENTS (CONT'D)**		

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

210	CROSS REFERENCES - Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to. - Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply. - Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply. - Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.		
220	REFERENCED DOCUMENTS - Conflicts: Specification prevails over referenced documents.		
230	EQUIVALENT PRODUCTS - Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.		

		Section One WAG	Section Two MRB
A31	**PROVISION, CONTENT AND USE OF DOCUMENTS (CONT'D)**		
240	SUBSTITUTION OF STANDARDS - Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK. - Before ordering: Submit notification of all such substitutions. - Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.		
250	CURRENCY OF DOCUMENTS - Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.		

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

	DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER		
410	ADDITIONAL COPIES OF THE DRAWINGS/ DOCUMENTS - Additional copies: Two copies of the drawings will be issued to the Contractor free of charge. Additional copies will be issued on request and charged to the Contractor. All drawings issued will be available electronically.		
440	DIMENSIONS - Scaled dimensions: Do not rely on.		
450	MEASURED QUANTITIES - Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed. - Precedence: The specification and drawings shall override the measured quantities.		
460	THE SPECIFICATION - Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.		

		Section One WAG	Section Two MRB
A31	**PROVISION, CONTENT AND USE OF DOCUMENTS (CONT'D)**		
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		

610	PRODUCTION INFORMATION
	- Contractor/ Domestic subcontractor provide: As detailed in the Work Schedules.
	- Submit:
	  - For comment and make any necessary amendments.
	  - Sufficient copies of final version for distribution to all affected parties.		

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. Extent of cover: Twenty four hours, seven days a week.		
650	ENERGY RATING CALCULATION - Calculation documentation: - Deliver to: Energy Performance Certificate Assessor and also lodge in the Building Manual.		

		Section One WAG	Section Two MRB

A32 MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION

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

115 CONSIDERATE CONSTRUCTORS SCHEME

- Registration: Before starting work, register the site and pay the appropriate fee:
- Contact:
  - Address: Considerate Constructors Scheme Office, PO Box 75, Great Amwell, Ware, Hertfordshire, SG12 0YX.
  - Tel. 01920 485959.
  - Fax. 01920 485958.
  - Free phone 0800 7831423.
  - Web. www.ccscheme.org.uk
- Standard: Comply with the Scheme's Code of Considerate Practice.
  - Minimum compliance level: 35.

118 VEHICLE SAFETY REQUIREMENTS

- Vehicle equipment: Ensure that all 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.
- Scheme membership: Submit evidence of registration with and accreditation to the Fleet Operator Recognition Scheme (FORS).

	Section One WAG	Section Two MRB

A32 MANAGEMENT OF THE WORKS (CONT'D)

120 INSURANCE

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

130 INSURANCE CLAIMS

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

140 CLIMATIC CONDITIONS

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

150 OWNERSHIP

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

		Section One WAG	Section Two MRB
A32	**MANAGEMENT OF THE WORKS (CONT'D)**		
	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: Four copies with Tender.		

230	SUBMISSION OF PROGRAMME - Further information: Submission of the programme will not relieve the Contractor of the responsibility to advise of the need for further drawings or details or instructions in accordance with the Contract.		
240	COMMENCEMENT OF WORK - Notice: Before the proposed date for commencement of work on site give minimum notice of 2 weeks.		
250	MONITORING - Progress: Record on a copy of the programme kept on site. - Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.		

		Section One WAG	Section Two MRB
A32	**MANAGEMENT OF THE WORKS (CONT'D)**		
260	SITE MEETINGS - General: Site meetings will be held to review progress and other matters arising from administration of the Contract. - Frequency: Monthly. - Location: On site. - Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required. - Chairperson (who will also take and distribute minutes): the CA.		

265	CONTRACTOR'S PROGRESS REPORT
	- General: Submit a progress report at least 2 days before the site meeting.
	- Content: Notwithstanding the Contractor's obligations under the Contract the report must include:
	  - A progress statement by reference to the master programme for the Works.
	  - Details of any matters materially affecting the regular progress of the Works.
	  - Subcontractors' and suppliers' progress reports.
	  - Any requirements for further drawings or details or instructions.
	  - Progress Records as detailed under clause A32/258.		

280	PHOTOGRAPHS - Number of locations: To provide a suitable monthly record of progress on site.		
285	PARTIAL POSSESSION BY EMPLOYER - Clause 2.25 of Conditions of Contract: Ensure all necessary access, services and other associated facilities are also complete.		
290	NOTICE OF COMPLETION - Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works. - Associated works: Ensure necessary access, services and facilities are complete. - Period of notice (minimum): 2 weeks.		

		Section One WAG	Section Two MRB
A32	**MANAGEMENT OF THE WORKS (CONT'D)**		

310	EXTENSIONS OF TIME
	- Notice: When a notice of the cause of any delay or likely delay in the progress of the Works is given under the conditions of contract, written notice must also be given of all other causes which apply concurrently.
	- Details: As soon as possible submit:
	  - Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
	  - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
	  - All other relevant information required.		

	CONTROL OF COST		
410	CASH FLOW FORECAST - Submission: Before starting work on site, submit a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. Base on the programme for the Works.		
420	REMOVAL/ REPLACEMENT OF EXISTING WORK - Extent and location: Agree before commencement. - Execution: Carry out in ways that minimize the extent of work.		

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

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

	Section One WAG	Section Two MRB

A32 MANAGEMENT OF THE WORKS (CONT'D)

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: No later than the end of the week following that in which the work has been recorded.

460 INTERIM VALUATIONS

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

470 PRODUCTS NOT INCORPORATED INTO THE WORKS

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

475 LISTED PRODUCTS STORED OFF SITE

- Evidence of Title: Submit reasonable proof that the property in items stored off site to be included in valuations is vested in the Contractor.
- Include for products purchased from a supplier:
  - a copy of the contract of sale;
  - a written statement from the supplier that any conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to any encumbrance or charge.
- Include for products purchased from a supplier by a subcontractor or manufactured or assembled by any subcontractor:
  - Copies of the subcontract with the subcontractor and a written statement from the subcontractor that any conditions relating to the passing of property have been fulfilled.

	Section One WAG	Section Two MRB

A32 MANAGEMENT OF THE WORKS (CONT'D)

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

		Section One WAG	Section Two MRB
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.		

		Section One WAG	Section Two MRB
A33	**QUALITY STANDARDS/ CONTROL (CONT'D)**		

140	COMPLIANCE
	- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
	- Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
	  - Properties tested.
	  - Pass/ fail criteria.
	  - Test methods and procedures.
	  - Test results.
	  - Identity of testing agency.
	  - Test dates and times.
	  - Identities of witnesses.
	  - 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.		

		Section One WAG	Section Two MRB
A33	**QUALITY STANDARDS/ CONTROL (CONT'D)**		
	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		

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

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

		Section One WAG	Section Two MRB
A33	**QUALITY STANDARDS/ CONTROL (CONT'D)**		
	SERVICES GENERALLY		
410	SERVICES REGULATIONS - New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.		
420	WATER REGULATIONS/ BYELAWS NOTIFICATION - Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details. - Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.		

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

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

440	GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE
	- Before the completion date stated in the contract: Submit a certificate stating:
	  - The address of the premises.
	  - A brief description of the new installation and/ or work carried out to an existing installation.
	  - Any special recommendations or instructions for the safe use and operation of appliances and flues.
	  - The Contractor's name and address.
	  - A statement that the installation complies with the appropriate safety, installation and use regulations.
	  - The name, qualification and signature of the competent person responsible for checking compliance.
	  - The date on which the installation was checked.
	- Certificate location: Health & Safety File.		

		Section One WAG	Section Two MRB
A33	**QUALITY STANDARDS/ CONTROL (CONT'D)**		
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. - 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.		
450	MECHANICAL AND ELECTRICAL SERVICES - Final tests and commissioning: Carry out so that services are in full working order at completion of the Works. - Building Regulations notice: Copy to be lodged in the Building Manual.		
	SUPERVISION/ INSPECTION/ DEFECTIVE WORK		
510	SUPERVISION - General: In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress. - Replacement: Give maximum possible notice before changing person in charge or site agent.		
520	COORDINATION OF ENGINEERING SERVICES - Suitability: Site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally. - Evidence: Submit when requested CVs or other documentary evidence relating to the staff concerned.		
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. - Designate: Contract Administrator		

		Section One WAG	Section Two MRB
A33	**QUALITY STANDARDS/ CONTROL (CONT'D)**		
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: 5 days. - Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.		

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

550	ACCESS FOR INSPECTION - Removal: Before removing scaffolding or other facilities for access, give notice of not less than 3 days.		
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.		
610	PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS/ EXECUTIONS - Proposals: Immediately any execution or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution. - Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.		

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

		Section One WAG	Section Two MRB
A33	**QUALITY STANDARDS/ CONTROL (CONT'D)**		

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

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

	Section One WAG	Section Two MRB

A33 QUALITY STANDARDS/ CONTROL (CONT'D)

716 DEFECTS AT COMPLETION

- General: It is in the interest of both parties that all known defects are corrected prior to handover of the building. The award of Practical Completion when defects exist will be at the discretion of the CA on the basis that defects and subsequent rectification that do exist do not stop the Employer from fully and conveniently using the Works.
- Should there be a defect in the Works that affects the Gallery operations, any reasonable works associated with mitigating the affects of the defect can be charged back to the Contractor.
- The correction of post completion defects by the Contractor will be at the convenience of the Employer and will be centred around business as usual operations. This may mean evening and weekend works to correct them. It is in the interest of the project that all defects are corrected prior to completion.
- Should the Contractor fail to respond to the notification of a critical defect (one that affects business as usual operations) within 24 hours confirming a suitable plan of action for correction then the Employer will be entitled to correct the defect themselves contra charging the Contractor for the Works.
- Should the Contractor confirm a plan of action for correction but fail to attend site to mitigate the affects of a defect or to correct the defect within a reasonable amount of time the Employer will be entitled to commission the correction themselves contra charging the Contractor for the cost.

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 the Architect.
- Rectification: Give reasonable notice for access to the various parts of the Works.
- Completion: Notify when remedial works have been completed.

		Section One WAG	Section Two MRB
A34	**SECURITY/ SAFETY/ PROTECTION**		
	SECURITY, HEALTH AND SAFETY		

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

120	EXECUTION HAZARDS - Common hazards: Not listed. Control by good management and site practice. - Significant hazards: Refer to the Pre Construction Information.		
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: Refer to the Pre Construction Information.		
140	CONSTRUCTION PHASE HEALTH AND SAFETY PLAN - Submission: Present to the Employer/ Client no later than two weeks before commencement of work on site. - 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.		

		Section One WAG	Section Two MRB
A34	**SECURITY/ SAFETY/ PROTECTION (CONT'D)**		
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.		
170	OCCUPIED PREMISES - Extent: Existing buildings will be occupied and/ or used during the Contract as follows: The Walker Art Gallery will remain open and be a live building for the duration of the Contract period. - Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users. - Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.		
190	OCCUPIER'S RULES AND REGULATIONS - Compliance: Conform to the occupier's rules and regulations affecting the site.		
210	EMPLOYER'S REPRESENTATIVES SITE VISITS - Safety: Submit details in advance, to the Employer 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.		
220	WORKING PRECAUTIONS/ RESTRICTIONS - Refer to the Pre Construction Information.		
	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: - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.		

		Section One WAG	Section Two MRB
A34	**SECURITY/ SAFETY/ PROTECTION (CONT'D)**		
340	POLLUTION - Prevention: Protect the site, the Works and the general environment including the atmosphere, lands, streams and waterways against pollution. - Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.		
360	NUISANCE - Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes. - Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.		

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

371	DANGEROUS OR HAZARDOUS SUBSTANCES
	- Duty: Report immediately suspected materials discovered during execution of the Works.
	  - Do not disturb.
	  - Agree methods for safe removal or remediation.		

380	FIRE PREVENTION - Duty: Prevent personal injury or death, and damage to the Works or other property from fire. - Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').		
390	SMOKING ON SITE - Smoking on site: Not permitted.		
400	BURNING ON SITE - Burning on site: Not permitted.		

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.		

		Section One WAG	Section Two MRB
A34	**SECURITY/ SAFETY/ PROTECTION (CONT'D)**		
420	INFECTED TIMBER/ CONTAMINATED MATERIALS - Removal: Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building. - Testing: carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro organisms are within acceptable levels.		

430	WASTE
	- Includes: Rubbish, debris, spoil, 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.		
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.		

		Section One WAG	Section Two MRB
A34	**SECURITY/ SAFETY/ PROTECTION (CONT'D)**		
	PROTECT THE FOLLOWING		

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

520A	ROADS AND FOOTPATHS - Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. - Allow for periodic cleaning as necessary. - Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.		
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.		

		Section One WAG	Section Two MRB
A34	**SECURITY/ SAFETY/ PROTECTION (CONT'D)**		
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.		
590	ADJOINING PROPERTY - Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property.		
600	EXISTING FURNITURE, FITTINGS AND EQUIPMENT - Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.		

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

630	EXISTING STRUCTURES
	- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
	- Supports: During execution of the Works:
	  - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
	  - Do not remove until new work is strong enough to support existing structure.
	  - Prevent overstressing of completed work when removing supports.
	- Adjacent structures: Monitor and immediately report excessive movement.
	- Standard: Comply with BS 5975 and BS EN 12812.		

		Section One WAG	Section Two MRB
A34	**SECURITY/ SAFETY/ PROTECTION (CONT'D)**		
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.		

		Section One WAG	Section Two MRB
A35	**SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING**		
110	SCOPE		
-	General: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.		
140	SCAFFOLDING		
-	Scaffolding: Make available to subcontractors and others at all times. Scaffolding also to be made available for subcontractors works that are covered in the tender under defined provisional sums.		
170	WORKING HOURS		
-	Specific limitations: <u>Walker Art Gallery</u> Site working hours will be Monday to Friday 8.00am – 6.00pm. If the contractor wishes to operate outside of these hours, then prior approval must be given by the CA, at least 48 hours notice to be provided. The venues opening hours to the public are 10.00am to 5.00pm, seven days a week. All contractors must avoid or minimise activities with high level of noise or vibration during the above operating hours. <u>Midland Railway Building</u> Further information will be provided during the tender period to confirm working hours/phasing.		
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.		

		Section One WAG	Section Two MRB
A36	**FACILITIES/ TEMPORARY WORK/ SERVICES**		
	GENERALLY		
110	SPOIL HEAPS, TEMPORARY WORKS AND SERVICES - Location: Give notice and details of intended siting. - Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.		
	ACCOMMODATION		
210	ROOM FOR MEETINGS - Facilities: Provide suitable 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.		
220	SITE ACCOMMODATION - Proposals for the location of the Main Contractors Site offices and welfare facilities for the Main Contractor, Sub-Contractors and Workman are to be submitted with the tender proposals.		
	SERVICES AND FACILITIES		
410	LIGHTING - Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.		
420A	LIGHTING AND POWER - The Contractor shall arrange for connecting to Employer's existing electrical supply. Contractor to provide route for the electrical supply to site and to provide for separate metering. Contractor to allow for distribution of services to site and within site as necessary. All costs for supply and consumption to be borne by the Contractor. The Employer will not be responsible for the consequences of failure or restriction in supply.		

	Section One WAG	Section Two MRB

A36 FACILITIES/ TEMPORARY WORK/ SERVICES (CONT'D)

430A WATER

- The Contractor shall arrange for connecting to Employer's existing water supply. Contractor to provide route for the water supply to site and to provide for separate metering. Contractor to allow for distribution of services to site and within site as necessary. All costs for supply and consumption to be borne by the Contractor. The Employer will not be responsible for the consequences of failure or restriction in supply.

440 MOBILE TELEPHONES

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

470 E-MAIL AND INTERNET FACILITY

- General: As soon as practicable after the start on site provide a suitable e-mail facility on site, with a separate dedicated telephone line, for the use of the Contractor, Subcontractors and those acting on behalf of the Employer.
- Use on behalf of Employer: Allow for the cost of a reasonable number of transmissions made by those acting on behalf of the Employer.

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.

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 between the parties and in accordance with the recommended procedures given in NJCC Guidance Note 10.

		Section One WAG	Section Two MRB
A36	**FACILITIES/ TEMPORARY WORK/ SERVICES (CONT'D)**		

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.		

		Section One WAG	Section Two MRB
A37	**OPERATION/ MAINTENANCE OF THE FINISHED WORKS**		
	GENERALLY		

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 2 weeks prior to Practical Completion.
	- Information provided by others: Details: To be confirmed.
	- 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: 1.
	  - Format: Hard copies in A4 size lever arch files with drawings folded for inclusion in the file. Plus an electronic copy.
	  - Latest date for submission: Two weeks before the date for completion stated in the contract.
	- As-built drawings and schedules:
	  - Number of copies: 1.
	  - Format: Hard copies in A4 size lever arch files with drawings folded for inclusion in the file.		

		Section One WAG	Section Two MRB
A37	**OPERATION/ MAINTENANCE OF THE FINISHED WORKS (CONT'D)**		

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.
	  - Other specific requirements: To be advised.
	- Description and location of other key documents.
	- Timescale for completion: Two weeks before the date of Practical Completion.		

		Section One WAG	Section Two MRB
A37	**OPERATION/ MAINTENANCE OF THE FINISHED WORKS (CONT'D)**		

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.
	- Other specific requirements: To be advised.
	- Timescale for completion: Two weeks prior to Practical Completion.		

		Section One WAG	Section Two MRB
A37	**OPERATION/ MAINTENANCE OF THE FINISHED WORKS (CONT'D)**		

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.		

		Section One WAG	Section Two MRB
A37	**OPERATION/ MAINTENANCE OF THE FINISHED WORKS (CONT'D)**		
	- Consumables: A list of all consumable items and their source. - Spares: A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when replacements are required. - Emergency procedures for all systems, significant items of plant and equipment. - Annual maintenance summary chart. - Other specific requirements: to be advised. - Timescale for completion: Two weeks prior to Practical Completion.		

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.
	- Information prepared by others: Details: to be advised.
	- Timescale for completion: Two weeks prior to Practical Completion.
	- Submit to: the Principal Designer.		

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.
	- Other specific requirements: to be advised.
	- Timescale for completion: Two weeks prior to Practical Completion.		

	Section One WAG	Section Two MRB

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS (CONT'D)

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.

190A MAINTENANCE SERVICE

- Scope: provide a comprehensive maintenance service for the following items of plant and equipment: Include all planned preventative maintenance, as set out within the maintenance schedule and replacement of all consumable items.

210 INFORMATION FOR COMMISSIONING OF SERVICES

- General: Submit relevant drawings and preliminary performance data to enable the building user's staff to familiarise themselves with the installation.
- Time of submission: At commencement of commissioning.

220 TRAINING

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

230 SPARE PARTS

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

		Section One WAG	Section Two MRB
A37	**OPERATION/ MAINTENANCE OF THE FINISHED WORKS (CONT'D)**		
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.		

		Section One WAG	Section Two MRB
A40	**CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF**		
110	MANAGEMENT AND STAFF		

		Section One WAG	Section Two MRB
A41	**CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION**		
110	SITE ACCOMMODATION		
-	Details: Site accommodation required or made/ not made available by the Employer: See section A36.		
	Allow to provide a secure site and materials compound. Contractor to allow for all necessary licenses including but not limited to Streetworks licence.		
	Contractor to allow for all necessary welfare provisions within site compound, including service supplies. Proposals to be provided for CA approval within one week of request. Contractor to allow for cabins, WC and any other facilities and H&S provisions deemed necessary to undertake the works. NOTE:- Contractor to allow for all necessary facilities and PPE to comply with Constructor Leadership Council Site Operating Guidelines.		
	Refer to drawing 0001 for details regarding access from the site compound to Gallery 01-04. Access for materials to the site area itself is constrained. A method statement for the delivery of materials to the area for the works, and especially removal of debris from the works site, will need to be included as part of the tender return		

		Section One WAG	Section Two MRB
A42	**CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES**		
110	POWER		
120	LIGHTING		
130	FUELS		
140	WATER		
150	TELEPHONE AND ADMINISTRATION		
160	SAFETY, HEALTH AND WELFARE		
-	See clause A34/210.		
170	STORAGE OF MATERIALS		
180	RUBBISH DISPOSAL		
-	See clause A34/430.		
190	CLEANING		
-	See clause A33/710.		
	Include sparkle clean prior to completion		
200	DRYING OUT		
-	See clause A34/410.		
210	PROTECTION OF WORK IN SECTIONS		
220	SECURITY		
-	See clause A34/150.		
230	MAINTAIN PUBLIC AND PRIVATE ROADS		
-	See clause A34/520.		
240	SMALL PLANT AND TOOLS		
250	OTHERS		
-	Please specify:		
300	GENERAL ATTENDANCE ON NOMINATED SUBCONTRACTORS		
-	See section A51.		
310	ADDITIONAL SERVICES AND FACILITIES ITEMS		

		Section One WAG	Section Two MRB
A43	**CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT**		
110	CRANES		
120	HOISTS		
130	PERSONNEL TRANSPORT		
140	TRANSPORT		
150	EARTHMOVING PLANT		
160	CONCRETE PLANT		
170	PILING PLANT		
180	PAVING AND SURFACING PLANT		
200	ADDITIONAL MECHANICAL PLANT		

		Section One WAG	Section Two MRB
A44	**CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS**		
110	TEMPORARY WORKS		
-	Details: Temporary works required or made/ not made available by the Employer: See section A36.		
110	TEMPORARY ROADS		
120	TEMPORARY WALKWAYS		
130	ACCESS SCAFFOLDING		
140	SUPPORT SCAFFOLDING AND PROPPING		
150	HOARDINGS, FANS, FENCING, ETC.		
	Walker Art Gallery - Include for a solid plywood hoarding between Gallery Room 04 & 05, Gallery Room 03 & C and Gallery Room 3 & B. NML will supply and fix graphics to the hoardings.		
160	HARDSTANDING		
170	TRAFFIC REGULATIONS		
200	ADDITIONAL TEMPORARY WORKS		

		Section One WAG	Section Two MRB
A54	**PROVISIONAL WORK/ ITEMS**		
	SECTION ONE: WALKER ART GALLERY		
210	PROVISIONAL SUMS FOR UNDEFINED WORK - Item: Existing wall boarding repairs to Gallery 01-04 - Description of work: The existing wall coverings are to be removed from the wall boarding in galleries 01-04. The state of the boarding cannot be ascertained until the wall coverings are removed. Therefore, a Provisional Sum is included to allow for isolated areas of replacement. - Provisional Sums: Include £5,000.00. - Allow for general attendance.		
220	PROVISIONAL SUMS FOR UNDEFINED WORK - Item: Repairs to laylight frame to Gallery 01. - Description of work: The scheme includes for altering, adapting and decorating the laylight frames. The state of the existing frames cannot be fully ascertained until they are uncovered. This Provisional Sum is included for repairs that may be needed to the frames. - Provisional Sums: Include £2,000.00. - Allow for general attendance.		
230	PROVISIONAL SUMS FOR UNDEFINED WORK - Item: Decorative frieze/coving repairs to Gallery 01-03. - Description of work: The state of the existing decorative frieze and coving details cannot be fully ascertained until access if provided. The Provisional Sum is included to allow for isolated repairs and replacement, largely due to water damage. - Provisional Sums: Include £20,000.00. - Allow for general attendance.		
240	PROVISIONAL SUMS FOR UNDEFINED WORK - Item: Ceiling repairs to Gallery 01-04. - Description of work: The state of the existing ceilings cannot be ascertained until access is provided. This Provisional Sum is included to allow for isolated areas of removal and reinstatement works. - Provisional Sums: Include £15,000.00. - Allow for general attendance.		
250	PROVISIONAL SUMS FOR UNDEFINED WORK - Item: Rooflight repairs to Gallery 03. - Description of work: The scheme includes for altering, adapting and decorating the rooflight frames. The state of the existing frames cannot be fully ascertained until access is provided. This Provisional Sum is included for repairs that may be needed to the frames. - Provisional Sums: Include £3,000.00. - Allow for general attendance.		

		Section One WAG	Section Two MRB
A54	**PROVISIONAL WORK/ ITEMS**		
260	PROVISIONAL SUMS FOR UNDEFINED WORK - Item: Masonry repairs to internal walls. - Description of work: Stitch repair works to vertical cracks in internal masonry walls. - Provisional Sums: Include £5,000.00. - Allow for general attendance.		
270	PROVISIONAL SUMS FOR UNDEFINED WORK - Item: Replacement of rotten roof timbers. - Description of work: The state of the existing roof structures cannot be fully investigated until roof coverings are removed. This Provisional Sum is included for replacement of rotten roof timbers that are over and above the extent of works detailed in the design information. - Provisional Sums: Include £5,000.00. - Allow for general attendance.		
280	PROVISIONAL SUMS FOR UNDEFINED WORK - Item: Additional small power. - Description of work: Additional small power requirements to future proof the gallery use and layout. - Provisional Sums: Include £10,000.00. - Allow for general attendance.		
320	PROVISIONAL SUMS FOR DEFINED WORK GENERALLY - **The above undefined Provisional Sums are exclusive of any Main Contractor's Overheads & Profit. Specify below the percentage addition to be added to the Provisional Sum values and include those values in your Tender Sum**: - Undefined Provisional Sums A54/210-310 Total Provisional Sum value £65,000.00 plus .....% - Where an Overheads & Profit figure is not indicated, we will assume that there is a nil addition.		
590	CONTINGENCIES <u>SECTION ONE: WALKER ART GALLERY</u> - Provisional sum: Include: £150,000.00. <u>SECTION TWO: MIDLAND RAILWAY BUILDING</u> - Provisional sum: Include: £100,000.00.		

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