

South Gloucestershire Council Landscape

Dodington Parish Council

JCT Minor Works Contract Prelims

Prelims

13-11-2024

Installation of new path network in existing public park

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A10

Project particulars

Clauses

110 The Project

1. Name: QEII Playing Field Path Project
2. Nature: Installation of stone dust paths
3. Location: QEII Park, Dodington, Yate, South Gloucestershire
4. Timescale for construction work: 8 weeks tbc

120 Employer (client)

1. Name: Dodington Parish Council
2. Address: Dodington Parish Hall, Finch Road, Chipping Sodbury, BS37 6JZ
3. Contact: Hannah Saunders
4. Telephone: 01454 866546
5. Email: hannah@dodingtonpc.org.uk

140 Architect/ contract administrator

1. Name: South Gloucestershire Council, Place improvements Team
2. Address: Badminton Road, Yate, BS37 5AF
3. Contact: Andrew Sanders
4. Telephone: 01454 864914
5. Email: Andrewsanders@southglos.gov.uk

Ω End of Section

A11

Tender and contract documents

Clauses

110 Tender drawings

1. The tender drawings are: LA247 M01 -M03

120 Contract drawings

1. The contract drawings: The same as the tender drawings.

160 Pre-construction information

1. **Format:** The pre-construction information is described in these Preliminaries in section A34. It refers to information given elsewhere in the Preliminaries, specification, drawings and associated documents.

Ω End of Section

A12

The site/ existing buildings

Clauses

110 The site

1. **Description:** QEII Playing Fields is a public park, owned and operated by Dodington Parish Council. Facilities include grass football pitches, changing rooms, a MUGA and memorial garden. It is generally level and boarded with native hedging, there are four main public access points.

120 Existing buildings on/ adjacent to the site

1. **Description:** To the north the Park is bordered by Rodford Way, to the east and south by two schools and to the west by residential housing.

140 Existing utilities and services

1. **Drawings:** (Information shown is indicative only): There are some known services within the Park, utility plans will be provided to the contractor by the client.
2. **Other information:** Refer to Tree report for protection of existing trees and hedges on site

200 Access to the site

1. **Description:** Vehicle access will be via Kelston Close via existing maintenance gate.
2. **Limitations:** Access will be past a primary school. Method statements will be required to avoid conflict with school drop off and pick up times and members of the public.
3. **Access for inspections:** Provide access at reasonable times for both on-site and off-site work.

210 Parking

1. **Restrictions on parking of the Contractor's and employees' vehicles:** Parking to be agree with client, potential to use space within the Park.

220 Use of the site

1. **General:** Do not use the site for any purpose other than carrying out the Works.
2. **Limitations:** Locations of site compound, site storage areas and welfare units to be agreed in advance of works.

230 Surrounding land/ building uses

1. **General:** Adjacent or nearby uses or activities are as follows:
 - 1.1. The area is a public open space adjacent to residential housing and local schools and sporting facilities.

240 Health and safety hazards

1. **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:
 - 1.1. n/a.
2. **Information:** The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the works.
3. **Site staff:** Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

250 Site visit

1. **Assessment:** Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
2. **Arrangements for visit:** The site is a public park and can be viewed at any time without appointment.

Ω End of Section

A13

Description of the work

Clauses

120 The works

1. **Description:** Construction of compacted stone dust exercise paths, with Cell web reinforcement and installation of timber waymarking post

130 Work by others concurrent with the Contract

1. **Description:** n/a

Ω End of Section

A20

JCT Minor Works Building Contract (MW)

Clauses

JCT Minor Works Building Contract

- The Contract: [JCT Minor Works Building Contract 2024 Edition](#).
- Requirement: Allow for the obligations, liabilities and services described.

Recitals

First - The Works and the Contract Administrator

- The work comprises: Construction of new stone dust paths
- Architect/ Contract Administrator: See clause A10/140.

Second - Contract documents

- Contract drawings: As listed in clause A11/120.
- Contract documents: The following have been prepared which show and describe the work to be done: A Specification and Work Schedules.

Third - Priced documents

- Documents to be priced or provided by the Contractor: Work Schedules

Articles

4 - Architect/ Contract Administrator

- Architect/ Contract Administrator: See clause A10/140.

5 - CDM Regulations - Principal Designer and Principal Contractor

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

Contract Particulars

Fourth Recital and the JCT Fluctuations Option - Base Date

- Base Date: 1st January 2025

Fourth Recital and clause 4.2 - Construction industry scheme (CIS)

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

Fifth Recital - CDM Regulations

- The project is not notifiable.

Article 8 - Arbitration

- Article 8 and Schedule 1 apply.

Clause 1.6.2 - Addresses for service of notices by the Parties

- Employer
South Gloucestershire Council
Landscape
13-11-2024

- Address: See clause A10/120
- Contractor
 - Address: TO BE COMPLETED BY CONTRACTOR.
 - Email: TO BE COMPLETED BY CONTRACTOR.

Clause 2.2 - Commencement and Completion

- Works commencement date: Spring / early Summer 2025 tbc
- Date for Completion: 8 weeks from commencement

Clause 2.8 - Liquidated damages

- At the rate of 500 per calendar week or pro-rata thereto.

Clause 2.10 - Rectification period

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

Clause 4.3 and 4.4 - Interim payments

- Interim Valuation Dates
 - The first Interim Valuation Date is: 4 weeks from start of works
 - Thereafter at intervals of: 4 weeks
- Payments due prior to practical completion
 - Percentage of total value of the work etc.: 95 per cent
- Payments becoming due on or after practical completion
 - Percentage of the total amount to be paid: 97½ per cent

Clause 4.4 and 4.9 - Fluctuations provision

- The following fluctuations provision applies: No fluctuations provision applies
- Percentage addition for the JCT Fluctuations Option (paragraph 13) is n/a.

Clause 4.9.1 - Supply of documentation for computation of amount to be finally certified

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

Clause 5.3 - Contractor's Public Liability insurance - injury to persons or property

- The required level of cover for any one occurrence or series of occurrences arising out of one event
 - Not less than: 5 Million

Clauses 5.4, 5.5 and 5.6 - Insurance of the works, etc. - alternative provisions

- Clause 5.4 applies.
- Where clause 5.4 or 5.5 applies, percentage to cover professional fees: 15 per cent
- Where clause 5.6 applies, insurance arrangements - details of the required policy or policies: n/a

Clause 7.1 - Notification and negotiation of disputes

- The respective nominees of the Parties are
 - Employer's nominee: TBC

- Contractor's nominee: TO BE COMPLETED BY CONTRACTOR.
- Or such replacement as each Party may notify to the other from time to time

Clause 7.3 - Adjudication

- The Adjudicator is: TBC
- Nominating body: Royal Institution of Chartered Surveyors

Schedule 1 paragraph 2.1 - Arbitration

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

Conditions - No Amendments

Section 1: Definitions and Interpretation - No Amendments

Section 2: Carrying out the Works - No Amendments

Section 3: Control of the Works - No Amendments

Section 4: Payment - No Amendments

Section 5: Injury, Damage and Insurance - No Amendments

Section 6: Termination - No Amendments

Section 7: Settlement of Disputes - No Amendments

Execution

Execution

- The Contract: Will be executed as a deed.

Contract guarantee bond - No Amendments

Ω End of Section

A30

Tendering/ subletting/ supply

Main contract tendering

110 Scope

1. **General:** These conditions are supplementary to those stated in the invitation to tender and on the form of tender.

145 Tendering procedure

1. **General:** In accordance with NBS Guide to Tendering for Construction Projects.
2. **Errors:** Alternative 2 is to apply.

160 Exclusions

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

170 Acceptance of tender

1. **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.
2. **Costs:** No liability is accepted for any cost incurred in the preparation of any tender.

190 Period of validity

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

Pricing/ submission of documents

210 Preliminaries in the specification

1. The Preliminaries/ General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7/ NRM2.

250 Priced documents

1. **Alterations:** Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
2. **Measurements:** Where not stated, ascertain from the drawings.
3. **Deemed included:** Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
4. **Submit:** With tender

310 Tender

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

440 Schedule of Rates

1. **Schedule of Rates (unpriced):** Included with the tender documents. The Contractor may insert additional items. All items must be fully priced.

2. Fully priced copy
 - 2.1. Submittal date: With the tender

480 Programme

1. **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.
2. **Submit:** Within one week of request.

530 Substitute products

1. **Details:** If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Unless notification is given at tender stage, proposals for substitutions may not be considered.
2. **Compliance:** Substitutions accepted will be subject to the verification requirements of clause A31/200.

550 Health and safety information

1. **Content:** Describe the proposed organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
2. **Include**
 - 2.1. **Policy document:** A copy of the Contractor's health and safety policy documents, including risk assessment procedures.
 - 2.2. **Records:** Accident and sickness records for the past five years and of any previous Health and Safety Executive enforcement action.
 - 2.3. **Training:** Records of training and training policy.
 - 2.4. **Personnel:** The proposed number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
3. **Submit:**

570 Outline construction phase health and safety plan

1. **Content:**
 - 1.1. **Risk assessment:** Method statements on how risk from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed. Procedures for carrying out risk assessment and for managing and controlling the risk.
 - 1.2. **Management system:** Details of the proposed management structure, responsibilities and arrangements for issuing health and safety directions. Include procedures for informing other contractors and employees of health and safety hazards.
 - 1.3. **Selection:** Proposed procedure for ensuring competency of other contractors, the self-employed and designers.
 - 1.4. **Communication:** Procedures for communications between the project team, other contractors and site operatives. Include arrangements for cooperation and coordination between contractors.
 - 1.5. **Emergency:** Procedures including those for fire prevention and escape.
 - 1.6. **Records:** Arrangements for ensuring that accidents, illness and dangerous occurrences are recorded.
 - 1.7. **Personnel:** Procedures for ensuring that persons on site have received relevant health and safety information and training. Include arrangements for consulting with and taking the views of people on site, for preparing site rules and drawing them to the attention of those affected and ensuring compliance.
 - 1.8. **Monitoring:** Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements. Review procedures to obtain feedback.

- 1.9. **Welfare facilities:** Include appropriate arrangements.
2. **Submittal date:** Within one week of request.

599 Freedom of Information Act

1. **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.
2. **Determination:** Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
3. **Confidentiality:** Maintain at all times.

Subletting/ supply - No Amendments

Ω End of Section

A31

Provision, content and use of documents

Definitions and interpretations

110 Definitions

1. **Meaning:** Terms, derived terms and synonyms used in the Preliminaries/ general conditions and specification are as stated here or in the appropriate referenced document.

120 Communication

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

130 Products

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

135 Site equipment

1. **Definition:** Apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
2. **Includes:** Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
3. **Excludes:** Products and equipment or anything intended to form or forming part of the permanent works.

145 Contractor's choice

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

155 Submit proposals

1. **Meaning:** Submit information in response to specified requirements.

160 Terms used in specification

1. **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 removal and disposal of associated pipework, wiring, ductwork or other services.
2. **Remediate:** Action or measures taken to lessen, clean up, remove or mitigate the existence of hazardous materials; in accordance with standards, or requirements as may be set out by statutes, rules, regulations or specification.
3. **Fix:** Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging. To include all labour, materials and site equipment for that purpose.
4. **Supply and fix:** As above, but including supply of products, components or systems to be fixed, together with everything necessary for their fixing. All products, components or systems are to be supplied and fixed unless stated otherwise.

5. **Keep for reuse:** Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, protect adequately and store until required by the employer/ purchaser, or until required for use in the works as instructed.
6. **Keep for recycling:** As 'keep for reuse', but relates to a naturally occurring material rather than a manufactured product.
7. **Make good:** Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
8. **Replace:** Supply and fix new products matching those removed. Execute work to match original new state of that removed.
9. **Repair:** Execute remedial work to restore something to its original working state. Make secure, sound and neat. Excludes redecoration and/ or replacement.
10. **Refix:** Fix removed products.
11. **Ease:** Adjust moving parts of designated products, or work to achieve free movement and good fit in open and closed positions.
12. **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.
13. **System:** Equipment, accessories, controls, supports and ancillary items (including installation) necessary for that section of the work to function.
14. **Building Manual:** A document containing information of use to subsequent building owners, occupiers and users about the requirements and procedures for effective operation, maintenance, decommissioning and demolition of the building.

170 Manufacturer and product reference

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

200 Substitution of products

1. **Products:** If an alternative product to that specified is proposed, obtain approval before ordering the product.
2. **Reasons:** Submit reasons for the proposed substitution.
3. **Information to be submitted:**
 - 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 or guarantee.
4. **Alterations to adjacent work:** If needed, advise scope, nature and cost.
5. **Manufacturers' guarantees:** If substitution is accepted, submit before ordering products.

210 Cross references

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

220 Referenced documents

1. **Conflicts:** Specification prevails over referenced documents.

230 Equivalent products

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

240 Substitution of standards

1. **Specification:** To British Standard or European Standard.
2. **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 recognized in the UK.
3. **Before ordering:** Submit notification of all such substitutions.
4. **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 and information

1. **Currency:** References to published documents are to the editions, including amendments and revisions, current on the date of the invitation to tender.

260 Sizes

1. **General dimensions:** Products are specified by their co-ordinating sizes.
2. **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 the employer

410 Additional copies of drawings/ documents

1. **Additional copies:** Issued free of charge.

440 Dimensions

1. **Scaled dimensions:** Do not rely on.

450 Measured quantities

1. **Ordering products and constructing the Works:** The accuracy and sufficiency of the measured quantities are not guaranteed.
2. **Precedence:** The specification and drawings shall override the measured quantities.

460 The specification

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

Documents provided by contractor/ subcontractors/ suppliers

630 Technical literature

1. **Availability:** Retain on site for reference by supervisory personnel.
2. **Information:** Manufacturers' current information and relevant British Standards, relating to products to be used in the Works.

Ω End of Section

A32 Management of the works

Generally

110 Supervision

1. **General:** Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
2. **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.

118 Vehicle safety requirements

1. **Vehicle equipment:** Ensure that all vehicles have the following:
 - Audible alert to other road users of 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 near-side blind spot.
 - Side underrun guards.
2. **Drivers:**
 - Trained on vulnerable road user safety through an approved course.
 - Hold a current valid Certificate of Professional Competence.
 - Have a valid driving licence and be legally able to drive the vehicle.
3. **Scheme membership:** Submit evidence of registration with and accreditation to the [Fleet Operator Recognition Scheme \(FORS\)](#)

120 Insurance

1. **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

1. **Notice:** If an event occurs that 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 administering the Contract on their behalf and the insurers.
2. **Failure to notify:** Indemnify the Employer against any loss, which may be caused by failure to give such notice.

150 Ownership

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

Programme/ progress

210 Programme

1. **Master programme:** When requested, and before starting work on site, submit a master programme for the Works in an approved form.
2. **Include:**
 - 2.1. **Planning:** Planning and mobilization by the Contractor including subcontractor's work.

3. Number of copies: Two copies.
4. Submittal date: 2 weeks prior to starting on site

250 Monitoring

1. Progress
 - 1.1. Records: Record on a copy of the programme kept on site.
 - 1.2. Delays: Minimize. Take appropriate action to recover lost time.
 - 1.3. Corrective action: Where progress falls below target, submit proposals.
 - 1.4. Submittal date: As soon as possible.
 - 1.5. Completion forecast: Submit on the last working day of each week.
2. Key Performance Indicators
 - 2.1. Details:
 - 2.2. Performance: Record progress against each KPI.
 - 2.3. Corrective action: If performance falls below target, submit proposals.
 - 2.4. Submittal date: As soon as possible.

260 Site meetings

1. General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
2. Frequency: Every two weeks
3. Location: on site
4. Accommodation: Ensure availability at the time of such meetings.
5. Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
6. Chairperson (who will also take and distribute minutes): Contract Administrator

290 Notice of completion

1. Requirement: Give notice of the anticipated Date for Completion of the whole or parts of the Works.
2. Associated works: Ensure that necessary access, services and facilities are complete.
3. Period of notice (minimum): Two weeks

310 Extensions of time

1. Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.
2. 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

430 Proposed instructions

1. Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.

440 Measurement

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

470 Products not incorporated into the Works

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

Ω End of Section

A33

Quality standards/ control

Standards of products and executions

110 Incomplete documentation

1. **General:** Where and to the extent that products or work are not fully documented, they are to be:
 - 1.1. **Standard:** Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
 - 1.2. **Suitability:** Suitable for the purposes stated or reasonably to be inferred from the project documents.
2. **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

1. **Operatives:** Appropriately skilled and experienced for the type and quality of work.
2. **Registration:** With Construction Skills Certification Scheme.
3. **Verification:** When requested, operatives must produce evidence of skills/ qualifications.

130 Quality of products

1. **Generally:** New (proposals for recycled products may be considered).
2. **Supply of each product:** From the same source or manufacturer.
3. **Whole quantity of each product required to complete the Works:** Consistent kind, size, quality and overall appearance.
4. **Tolerances:** Where critical, measure a sufficient quantity to determine compliance.
5. **Deterioration:** Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

135 Quality of execution

1. **Generally:** Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
2. **Colour batching:** Do not use different colour batches where they can be seen together.
3. **Dimensions:** Check on-site dimensions.
4. **Finished work:** Without defects, e.g. not damaged, disfigured, dirty, faulty or out of tolerance.
5. **Location and fixing of products:** Adjust joints open to view so that they are even and regular.

140 Evidence of Compliance

1. **Proprietary products:** Retain on site evidence that the proprietary product specified has been supplied.
2. **Performance specification:** Submit upon request evidence of compliance with performance specifications, including:
 - Test reports indicating properties tested.
 - Pass or fail criteria.
 - Test methods and procedures.
 - Test results.
 - Identity of testing agency.
 - Test dates and times.
 - Identities of witnesses.
 - Analysis of results.

150 Inspections

1. **Products and executions:** Inspection, or other action, of products or executions must not be taken as approval, unless confirmed in writing and including:
 - 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

1. **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.
2. **Preparatory work:** Ensure that all necessary preparatory work has been carried out.

170 Manufacturer's recommendations/ instructions

1. **General:** Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
2. **Exceptions:** Submit details of changes to recommendations or instructions.
3. **Execution:** Use ancillary products and accessories supplied or recommended by main product manufacturer.
4. **Products:** Comply with limitations, recommendations and requirements of relevant valid certificates.

180 Water for the works

1. **Mains supply:** Clean and uncontaminated.
2. **Other:** Do not use until:
 - Evidence of suitability is provided.
 - Tested to [BS EN 1008](#) if instructed.

Samples/ approvals

210 Samples

1. **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

1. **Submissions, samples, inspections and tests:** Undertake or arrange to suit the Works programme.
2. **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.
3. **Complying sample:** Retain in good, clean condition on site. Remove when no longer required.

230 Approval of execution

1. **Submissions, samples, inspections and tests:** Undertake or arrange to suit the Works programme.
2. **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.
3. **Complying sample:** Retain in good, clean condition on site. Remove when no longer required.

Accuracy/ setting out generally

320 Setting out

1. **General:** Submit details of methods and equipment to be used in setting out the Works.
2. **Levels and dimensions:** Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
3. **Inform:** When complete and before commencing construction.

Services generally - No Amendments

Supervision/ inspection/ defective work

525 Access

1. **Extent:** Provide access to the Works at reasonable times; also to other places where the Contractor or subcontractors are preparing work for the Contract.
2. **Designate:** Contract Administrator

540 Defects in existing work

1. **Undocumented defects:** When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
2. **Documented remedial work:** Do not execute work which may hinder access to defective products or work, or be rendered abortive by the remedial work.

610 Defective products/ executions

1. **Proposals:** Where any execution or product is, or appears to be, not in accordance with the Contract, immediately submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
2. **Acceptability:** Such proposals may be unacceptable and contrary instructions may be issued.

Work at or after completion

710 Work before completion

1. **General:** Make good all damage consequent upon the Works.
2. **Temporary markings, coverings and protective wrappings:** Remove unless otherwise instructed.
3. **Cleaning:** Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
4. **Cleaning materials and methods:** As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
5. **COSHH dated data sheets:** Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
6. **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.

7. **Moving parts of new work:** Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

720 Security at completion

1. **General:** Leave the Works secure with, where appropriate, all accesses closed and locked.
2. **Keys:** Account for and adequately label all keys, and hand over together with an itemized schedule, retaining duplicate schedule signed as a receipt.

730 Making good defects

1. **Remedial work:** Arrange access with Contract Administrator.
2. **Rectification:** Give reasonable notice for access to the various parts of the Works.
3. **Completion:** Notify when remedial works have been completed.

Ω End of Section

A34 Security/ safety/ protection

Security, health and safety

150 Security

1. **Protection:** Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
2. **Access:** Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
3. **Special requirements:** n/a

210 Safety provisions for site visits

1. **Access:** Provide at reasonable times.
2. **Inspections:** Agree dates and times several days in advance, to enable affected parties to be present.
3. **Safety:** Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
4. **Protective clothing and/ or equipment:** Provide and maintain on site for visitors to the-site.

Protect against the following

340 Pollution

1. **Prevention:** Protect the site, the works and the general environment (including the atmosphere, land, streams and waterways) against pollution.
2. **Contamination:** If pollution occurs, report immediately, including to the appropriate authorities, and provide relevant information.

350 Pesticides

1. **Use:** Only where specified or approved, and then only suitable products listed on www.pesticides.gov.uk.
2. **Restrictions:** Obtain required approvals before carrying out work near water, drainage ditches or land drains.
3. **Containers:** Comply with manufacturer's disposal recommendations. Remove from site immediately empty or no longer required.
4. **Competence:** Operatives must hold a **BASIS** Certificate of Competence, or work under supervision of a Certificate holder.

360 Nuisance

1. **Duty:** Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
2. **Surface water:** Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

370 Asbestos containing materials

1. **Duty:** Report immediately any suspected materials discovered during execution of the works. Do not disturb, and agree methods for safe removal or encapsulation.

371 Dangerous or hazardous substances

1. **Duty:** Report immediately suspected materials discovered during execution of the works. Do not disturb and agree methods for safe removal or remediation.

375 Antiquities

1. **Duty:** Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the works.
2. **Preservation:** Keep objects in the exact position and condition in which they were found.
3. **Special requirements:**

380 Fire prevention

1. **Duty:** Prevent personal injury or death, and damage to the Works or other property from fire.
2. **Standard:** Comply with [Fire prevention on construction sites. The joint code of practice on the protection from fire of construction sites and buildings undergoing renovation](#), published by the [Fire Protection Association](#) (the 'Joint Fire Code').

390 Smoking on-site

1. **Smoking on-site:** Not permitted.

400 Burning on-site

1. **Burning on-site:** Not permitted.

430 Waste

1. **Waste:** Includes rubbish, debris, spoil, containers and packaging, and surplus material requiring disposal.
2. **Requirement:** Minimize production and prevent accumulation of waste. Keep the site and works clean and tidy. Clean out voids and cavities in the construction before closing.
3. **Disposal:** Collect and store in suitable containers. Remove from site and dispose of in a safe and competent manner, as approved and directed by the waste regulation authority.
4. **Recyclable material:** Sort and dispose of at a materials recycling facility approved by the waste regulation authority.
5. **Documentation:** Retain on-site.

Protect the following

510 Existing services

1. **Confirmation:** Notify service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
2. **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.
3. **Work adjacent to services:** Comply with service authority's or 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.
4. **Identifying services**
 - 4.1. **Below ground:** Use signboards, giving type and depth.
 - 4.2. **Overhead:** Use headroom markers.
5. **Damage to services:** If any results from execution of the Works:

- 5.1. **Action:** Immediately give notice and notify appropriate service authority/ statutory undertaker.
- 5.2. **Repair:** Make arrangements for making good without delay to the satisfaction of service authority, statutory undertaker or other owner as appropriate.
6. **Liability:** Measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
7. **Marker tapes or protective covers:** Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

520 Roads and footpaths

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

530 Existing topsoil/ subsoil

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

540 Retained trees/ shrubs/ grassed areas

1. **Protection:** Preserve and prevent damage, except those not required.
2. **Replacement:** Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

550 Retained trees

1. **Protected area:** Unless agreed otherwise, do not dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within the root protection area.
2. **Roots:** Do not sever if exceeding 25 mm in diameter. If unintentionally severed, give notice and seek advice.
3. **Ground levels:** Do not change within the root protection area.

560 Existing features

1. **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.
2. **Special requirements:** n/a

625 Adjoining property restrictions

1. **Precautions:** Prevent trespass of workpeople and take precautions to prevent damage to adjoining property. Pay charges. Remove temporary protection and make good on completion or when directed.
2. **Damage:** Bear cost of repairing damage arising from execution of the Works.

630 Existing structures

1. **Duty:** Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
2. **Supports:** During execution of the Works:

- 2.1. **Standard:** In accordance with [BS 5975](#) and [BS EN 12812](#).
- 2.2. **Requirements:**
- 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, which 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.
3. **Adjacent structures:** Monitor and immediately report excessive movement.

640 Materials for recycling/ reuse

1. **Duty:** Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
2. **Storage:** Stack neatly and protect until required by the Employer or for use in the Works as instructed.

Ω End of Section

A35

Specific limitations on method/ sequence/ timing

Clauses

160 Use or disposal of materials

1. Specific limitations: N/A

170 Working Hours

1. Specific limitations: Care must be taken to avoid unnecessary nuance to neighbouring residents and adjacent schools. Working hours to be agreed with client, generally thought to be Monday to Friday 8am to 6pm and Saturday morning 8am-1pm, no working on Sunday.

Ω End of Section

A36

Facilities/ temporary work/ services

Generally

110 Spoil heaps, temporary works and services

1. **Location:** Give notice and details of intended siting.
2. **Maintenance:** Alter, adapt and move as necessary. Remove when no longer required and make good.

Accommodation

230 Temporary accommodation

1. **Proposals for temporary accommodation and storage for the Works:** Submit two weeks prior to starting on site.
2. **Details to be included:** Type of accommodation and storage, its siting and the programme for site installation and removal.

Temporary works

330 Temporary protection to existing trees/vegetation

1. **Temporary protection:** Provide before starting work in locations shown on drawing LA247 M02.
2. **Protective barriers and any other relevant physical protection measures:** To [BS 5837](#).
3. **Design details of the proposed physical means of protection:** to be agreed
4. **Areas of structural landscaping to be protected from construction operations:** Memorial garden, to be agreed
5. **Integrity of protection:** Maintain for the duration of the Works. Remove on completion of the Works and make good disturbed area.

340 Name boards/ advertisements

1. **Name boards/ advertisements:** Not permitted.

Services and facilities - No Amendments

Ω End of Section



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