

**PRELIMINARIES & CONTRACT PARTICULARS**

**ROCKINGHAM ROAD PROJECT - BLOCKS 1 & 2**

August, 2018

dsa.cbc.rockingham road.preliminaries - 1

**A10 PROJECT PARTICULARS**

THE PROJECT

110A Name Rockingham Road Project - Blocks 1 & 2  
Nature Refurbishment , Remedial and Resurfacing Works to Balconies , Walkways , Staircases and other Associated Works to Balustrades , Stair flights , Structures and Drains  
Contract Length of Contract Period to be stated in the Contract

120 EMPLOYER ( CLIENT )

Name Corby Borough Council  
Address Deene House , New Post Office Square , Corby  
Contact Lisa Phillips  
Telephone 01536 464093  
E Mail [lisa.phillips@corby.gov.uk](mailto:lisa.phillips@corby.gov.uk)

140 STRUCTURAL ENGINEER / CONTRACT ADMINISTRATOR / PRINCIPAL DESIGNER

Name David Smith Associates  
Address DSA , 8 Duncan Close , Moulton Park , Northampton , NN3 6WL  
Contact Bob Turrell  
Telephone 01604 782620  
E mail [post@dsagroup.co.uk](mailto:post@dsagroup.co.uk)

160 QUANTITY SURVEYOR

Name Peter W Collyer BSc MRICS  
Address The Barn Office , West Hall , Quinton , Northampton NN7 2EF  
Contact Peter Collyer  
Telephone 01604 863836  
E mail [peter@collyer.me.uk](mailto:peter@collyer.me.uk)

**A11 TENDER AND CONTRACT DOCUMENTS**

110 TENDER DRAWINGS

The Tender Drawings are as noted in Tender enquiry

120 CONTRACT DRAWINGS

The Contract Drawings : The same as the Tender Drawings

**A12 THE SITE / EXISTING BUILDINGS**

110 THE SITE

Description

Rockingham Road Flats are located in Central Corby approximately 400 metres West of Phoenix Parkway.  
Access is from Rockingham Road  
The Contractors Site Area is noted on Drawing 17 25575/52

## 120 EXISTING BUILDINGS ON OR ADJACENT TO THE SITE

### Description

No's 54 - 78 Rockingham Road is a three - storey property comprising retail Units at Ground Floor level ,the rear areas of which are situated under asphalt covered flat roof structures forming open Balcony walkways and drying areas to the Flats above . Flats are situated at First and Second Floor levels which are accessed via four sets of internal staircases passing between No's 52 & 54 , No's 60 & 62 , No's 68 & 70 , No's 76 & 78 Rockingham Road

No's 80 - 106 Rockingham Road is a Three Storey property comprising Retail units at Ground Floor level , the rear areas of which are situated under asphalt covered flat roof structures forming open Balcony walkways and access areas to the front entrance doors of the Two Storey Maisonettes and drying areas. Numerous single storey extensions and " add ones" have been constructed beyond the rear of the open Balcony areas over the years . The First Floor walkway balcony area is accessed by four open external staircases situated to the side of No 80 Rockingham Road , and to the rear of No 86 , No's 98 & 100 and No 106 Rockingham Road.

The proposed Contractors Compound floor area of approximately 40 sq. metres , together with use of a Retail Unit , No 62 Road , a floor area of approximately 87 sq metres , will be handed over to the Contractor for the duration of the Contract.

## 140 EXISTING UTILITIES AND SERVICES

Drawings ( Information shown as indicative only ) ; as survey drawings  
Other information : ascertain by site inspection.

## 200 ACCESS TO THE SITE & PARKING

Description Pedestrian access to the working areas is as described above , vehicular access is from Rockingham Road.  
Parking There will be NO on site parking provided or allowed.  
Limitations Keep clear at all times for emergency access. Maintain unimpeded Pedestrian access for the occupiers of the Flats and Retails units at all times . Maintain unimpeded vehicular access for the Occupiers of Retail units at Ground Floor level at all times  
Restrictions on Parking There are parking restrictions on the roads outside the Properties . NO Contractors Parking will be allowed on site.

## 220 USE OF THE SITE

General The entire site working areas and accesses will be handed over to the Contractor for the duration of the Contract.  
Do not use the site for any purpose other than carrying out the Works.

## 230 SURROUNDING LAND / BUILDING USE

General The whole of the units 1 & 2 Flats and Adjacent Ground Floor Retails properties will be occupied for the duration of the Contract and the Contractor is NOT to impede access by the Occupiers to and from these Properties. Refer also to Clause 200 above

## 240 HEALTH AND SAFETY

General Ascertain all information that is required to ensure the safety of all persons and the Works  
Site Staff Draw to the attention of all personnel working on site the nature of any possible contamination and the need to take appropriate precautionary measures.

**A13 DESCRIPTION OF THE WORKS**

**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.

Arrangement for visit        by prior appointment with Employer : Contact Lisa Phillips Telephone 01536 464093

**120 THE WORKS**

Description

The Balcony walkways at No's 54 - 78 Rockingham Road currently comprise of a concrete deck with an asphalt surface. This waterproofing has now reached the end of its serviceable life and it is in need of refurbishment. There are several visible cracks in the waterproofing as well as poor perimeter detailing around brickwork chases. All waterproof decking is to be replaced. Redecoration of all division panels and fixings between the Maisonettes.

The Balcony walkways and Drying areas of No's 80 - 106 Rockingham Road are in a similar state of repair to No's 54 - 78 . The Art Deco balustrade is corroded and there are cracks in the existing asphalt waterproofing. All waterproof decking is to be replaced. Redecoration is required to all metal railings and balustrades . Repair and redecoration of the timber divisions within the Drying areas.

All as shown on the Tender Drawings and indicated in the Schedule of Works Section.

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

**JCT MINOR WORKS BUILDING CONTRACT**

The Contract                      JCT Minor Works Building Contract  
2016 Edition with Contractor Design.

Requirements                      Allow for all obligations , liabilities and services described.

**THE RECITALS**

**First : THE WORKS AND THE CONTRACT ADMINISTRATOR**

The Work Comprises              Waterproof deck replacement , metal railing repair and redecoration , drainage and brickwork repairs

**Second : CONTRACTORS DESIGN PORTION**

The Works include                The Design and Installation of Waterproof decking and protective coating to metal railings

**Third - CONTRACT DOCUMENTS**

Contract Drawings as listed  
Contract Documents - The following have been prepared which show and describe the works to be done.  
Contract Schedule / Schedule of Works pricing

**Fourth - PRICED DOCUMENTS**

Documents to be priced or provided by the Contractor  
Contract Schedule / Schedule of Works pricing

## THE ARTICLES

3 - CONTRACT ADMINISTRATOR / ARCHITECT  
Contract Administrator / Architect - See Earlier Clause

4 and 5 - CDM COORDINATOR / PRINCIPAL CONTRACTOR  
CDM Coordinator - Contract Administrator - See earlier clause

Principal Contractor - TBC

## CONTRACT PARTICULARS

Fifth Recital and Schedule 2 - Base Date  
Base date : 1st September 2018

Fifth Recital and Clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS )  
Employer at base date is not a "contractor " for the purpose of the CIS.

Sixth Recital - CDM REGULATIONS  
The project is notifiable

Eighth Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS  
Collaborative working : Paragraph 1 applies  
Health and Safety : Paragraph 2 applies  
Cost savings and value improvements : Paragraph 3 applies  
Sustainable development and environmental considerations : Paragraph 4 applies  
Performance indicators and monitoring : Paragraph 5 does not apply  
Notification and negotiation of disputes : Paragraph 6 applies  
Where Paragraph 6 applies , the respective nominees of the parties are:

Employer's nominee : TO BE COMPLETED BY EMPLOYER  
Contractors nominee : TBC  
Or such replacement as each party may notify to the other from  
time to time.

Article 7 - ARBITRATION  
Article 7 and Schedule 1 do not apply.

Clause 2.3 - COMMENCEMENT AND COMPLETION  
Date for Commencement of the Works : To be Confirmed  
Date for Completion : To be Confirmed

Clause 2.9 - LIQUIDATED DAMAGES  
At a rate of £ ..... per calendar week or pro-rata thereto **To Be Confirmed**

Clause 2.11 - RECTIFICATION PERIOD  
Period : six months from date of practical completion.

Clause 4.3 - PERCENTAGE OF THE TOTAL VALUE OF THE WORKS  
Percentage : 95 per cent.

Clause 4.4 - PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE  
CONTRACTOR  
Percentage : 97.5 per cent.

**Clause 4.8.1 - SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED**

Period - Three months from the date of practical completion

**Clause 4.11 and Schedule 2 - CONTRIBUTION , LEVY , TAX CHANGES**

Clause 4.11 and Schedule 2 will be deleted

**Clause 5.3.2 - CONTRACTORS INSURANCE -INJURY TO PERSONS OR PROPERTY**

Insurance cover ( for any one occurrence or series of occurrences arising out of one event ) Not less than £ 10,000.000.00

**Clauses 5.4A , 5.4B , 5.4C - INSURANCE OF THE WORKS ETC - ALTERNATIVE PROVISIONS**

Clause 5.4A ( Works insurance by Contractor in Joint Names ) applies . Percentage to cover professional fees: 15%

Clause 5.4C ( Insurance of existing structures insurance by Employer in his own name) applies.

Percentage to cover professional fees :15%

**Clause 7.2 ADJUDICATION**

The Adjudicator is : TBA

Nominating Body : Royal Institution of Chartered Surveyors.

**Schedule 1 paragraph 2.1 - ARBITRATION**

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

**THE CONDITIONS**

SECTION 1 ; DEFINITIONS AND INTERPRETATION.

SECTION 2 ; CARRYING OUT THE WORKS

SECTION 3 ; CONTROL OF THE WORKS

SECTION 4 ; PAYMENT

SECTION 5 ; INJURY , DAMAGE AND INSURANCE

SECTION 6 ; TERMINATION

SECTION 7 SETTLEMENT OF DISPUTES

**EXECUTION**

The Contract : Will be executed as a Deed.

**TEMPORARY SERVICES**

**WATER**

The Contractor will be responsible for providing and maintaining his own Water Supply in order to complete these works and paying all charges in connection therewith.

**ELECTRICAL**

The Contractor will be responsible for providing and maintaining his own Electrical Supply in order to complete these works and paying all charges in connection therewith.

## **A30 TENDERING/ SUBLETTING/ SUPPLY**

### **MAIN CONTRACT TENDERING**

#### 110 SCOPE

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

#### 145 TENDERING PROCEDURE

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

#### 160 EXCLUSIONS

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

#### 170 ACCEPTANCE OF TENDER

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

#### 190 PERIOD OF VALIDITY

- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 9 weeks.
- Date for possession/ commencement: See section A20.

### **PRICING/ SUBMISSION OF DOCUMENTS**

#### 210 PRELIMINARIES IN THE SPECIFICATION

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

#### 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: Within one week of request.

#### 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.

#### 530 SUBSTITUTE PRODUCTS

- Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
- Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

550 HEALTH AND SAFETY INFORMATION

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

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

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

**A31 PROVISION, CONTENT AND USE OF DOCUMENTS**

**DEFINITIONS AND INTERPRETATIONS**

110 DEFINITIONS

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

120 COMMUNICATION

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

130 PRODUCTS

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

- 135 SITE EQUIPMENT
- Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
  - Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
- 140 DRAWINGS
- Definitions: To BSRIA BG 6 A design framework for building services. Design activities and drawing definitions.
  - CAD data: In accordance with BS 1192.
- 145 CONTRACTOR'S CHOICE
- Meaning: Selection delegated to the Contractor, but liability to remain with the specifier.
- 150 CONTRACTOR'S DESIGN
- Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.
- 155 SUBMIT PROPOSALS
- Meaning: Submit information in response to specified requirements.
- 160 TERMS USED IN SPECIFICATION
- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
  - Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.
  - Supply and fix: As above, but including supply of 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.
- 200 SUBSTITUTION OF PRODUCTS
- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
  - Reasons: Submit reasons for the proposed substitution.
  - Documentation: Submit relevant information, including:
    - manufacturer and product reference;
    - cost;
    - availability;
    - relevant standards;
    - performance;
    - function;
    - compatibility of accessories;
    - proposed revisions to drawings and specification;
    - compatibility with adjacent work;
    - appearance;
    - copy of warranty/ guarantee.
  - Alterations to adjacent work: If needed, advise scope, nature and cost.
  - Manufacturers' guarantees: If substitution is accepted, submit before ordering products.
- 210 CROSS REFERENCES
- Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
  - Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.
  - Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
  - Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.
- 220 REFERENCED DOCUMENTS
- Conflicts: Specification prevails over referenced documents.
- 230 EQUIVALENT PRODUCTS
- Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.
- 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 AND INFORMATION
- Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

260 SIZES

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

**DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER**

410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

- Additional copies: Issued on request and charged to the Contractor.

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.

**DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS**

600 CONTRACTOR'S DESIGN INFORMATION

- General: Complete the design and detailing of parts of the Works as specified.
- Provide:
  - Production information based on the drawings, specification and other information.
  - Liaison to ensure coordination of the work with related building elements and services.
- Master programme: Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
- Information required: working drawings.
  - Format: electronic.
  - Number of copies: n/a.
- Submit: Within one week of request.

620 AS BUILT DRAWINGS AND INFORMATION

- Contractor designed work: Provide drawings/ information:
  - final layout of equipment, fittings etc.
- Submit: At least two weeks before date for completion.

630 TECHNICAL LITERATURE

- Information: Keep on site for reference by all supervisory personnel:
  - Manufacturers' current literature relating to all products to be used in the Works.
  - Relevant British, EN or ISO 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 Building Manual.
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: twenty four hours seven days a week.

## A32 MANAGEMENT OF THE WORKS

### GENERALLY

#### 110 SUPERVISION

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

#### 120 INSURANCE

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

#### 125 PROFESSIONAL INDEMNITY INSURANCE

- Provide and maintain insurance in respect of Contractor Designed Works:
  - Level of cover: Relates to claims or series of claims arising out of one event.
  - Period of insurance for these purposes: £5,000,000-00.
- Amount of indemnity required: £ 5,000,000-00.
- Limit of cover for pollution/ contamination claims (If none is stated, the required level of cover shall be the full amount of the indemnity cover stated): £ .
- Expiry of required period of CDP Professional Indemnity insurance: six years (If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works).
- Documentary evidence: Submit details before starting work on site and/ or policies and receipts for the insurances required.
  - Format: hard copy.

#### 130 INSURANCE CLAIMS

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

#### 140 CLIMATIC CONDITIONS

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

#### 150 OWNERSHIP

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

## **PROGRAMME/ PROGRESS**

### **210 PROGRAMME**

- Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
  - Planning and mobilisation by the Contractor
  - Subcontractor's work.
  - 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.
  - Work by others concurrent with the Contract.
- Submit three copies.

### **245 START OF WORK ON SITE**

- Notice: Before the proposed date for start of work on site give minimum notice of two weeks.

### **260 SITE MEETINGS**

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

### **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): Two weeks.

### **310 EXTENSIONS OF TIME**

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

## **CONTROL OF COST**

### **420 REMOVAL/ REPLACEMENT OF EXISTING WORK**

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

### **430 PROPOSED INSTRUCTIONS**

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

### **440 MEASUREMENT**

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

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 authorised.
  - 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: By the end of the week in which the work has been executed.

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.

**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 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: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
- Location and fixing of products: Adjust joints open to view so they are even and regular.

140 COMPLIANCE

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

150 INSPECTIONS

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

160 RELATED WORK

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

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

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

180 WATER FOR THE WORKS

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

**SAMPLES/ APPROVALS**

210 SAMPLES

- Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
  - To an express approval.
  - To match a sample expressly approved as a standard for the purpose.

## 220 APPROVAL OF PRODUCTS

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

## 230 APPROVAL OF EXECUTION

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

## ACCURACY/SETTING OUT GENERALLY

### 320 SETTING OUT

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

### 330 APPEARANCE AND FIT

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

### 350 LEVELS OF STRUCTURAL FLOORS

- Maximum tolerances for designed levels to be:
  - Floors to be self-finished, and floors to receive sheet or tile finishes directly bedded in adhesive: +/- 10 mm.
  - Floors to receive dry board/ panel construction with little or no tolerance on thickness: +/- 10 mm.
  - Floors to receive mastic asphalt flooring/ underlays directly: +/- 10 mm.
  - Floors to receive mastic asphalt flooring/ underlays laid on mastic asphalt levelling coat(s): +/- 15 mm.
  - Floors to receive fully bonded screeds/ toppings/ beds: +/- 15 mm.
  - Floors to receive unbonded or floating screeds/ beds: +/- 20 mm.

### 360 RECORD DRAWINGS

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

## SERVICES GENERALLY

### 410 SERVICES REGULATIONS

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

### 420 WATER REGULATIONS/ BYELAWS NOTIFICATION

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

- 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: Building Manual.
- 445 SERVICE RUNS
- General: Provide adequate space and support for services, including unobstructed routes and fixings.
  - Ducts, chases and holes: Form during construction rather than cut.
  - Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.
- 450 MECHANICAL AND ELECTRICAL SERVICES
- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
  - Building Regulations notice: Copy to be lodged in the Building Manual.
- SUPERVISION/ INSPECTION/ DEFECTIVE WORK**
- 525 ACCESS
- Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.
  - Designate: Contract Administrator.
- 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: Two 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.
- 560 TESTS AND INSPECTIONS
- Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
  - Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
  - Records: Submit a copy of test certificates and retain copies on site.

- 580 CONTINUITY OF THERMAL INSULATION
- Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to specification. Include:
    - The address of the premises.
    - The Contractor's name and address.
    - The name, qualification and signature of the competent person responsible for checking compliance.
    - The date on which the installation was checked.
  - Submit: Before completion of the Works.
  - Copy: To be lodged in the Building Manual.
- 590 RESISTANCE TO PASSAGE OF SOUND
- Method: Robust standard details.
  - Compliance: Submit notifications,
    - Copies: Incorporate in the Building Manual.
- 595 ENERGY PERFORMANCE CERTIFICATE
- Assessment: Undertaken by a member of an approved accreditation scheme. Submit details of scheme name and evidence of qualifications when requested.
    - Building Type: Dwelling.
    - Method: Standard Assessment Procedure for dwellings (SAP).
  - Format:
    - Certificate: To be incorporated in the Building Manual.
    - Report: hard copy.
  - Submit: Before the date for completion stated in the contract.
- 610 DEFECTIVE PRODUCTS/ EXECUTIONS
- Proposals: Immediately any work or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
  - Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.
- WORK AT OR AFTER COMPLETION**
- 710 WORK BEFORE COMPLETION
- General: Make good all damage consequent upon the Works.  
Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
  - Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
  - Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
  - COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
  - Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
  - Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.
- 730 MAKING GOOD DEFECTS
- Remedial work: Arrange access with Contract Administrator.
  - Rectification: Give reasonable notice for access to the various parts of the Works.
  - Completion: Notify when remedial works have been completed.

740 HIGHWAY/ SEWER ADOPTION

- Work to be adopted under the Highways Act, Section 38, or the Roads (Scotland) Act, Section 16 to 18, or the Water Industry Act, Section 104:
- Work for adoption must be:
  - Completed by the Contractor to the satisfaction of the Highway/ Sewer Authorities before the certificate stating the Works are complete is issued.
  - Subject to a Defects Liability/ Rectification Period of 12 months (see Appendix to the Contract/ Contract Particulars).
  - Maintained during the Defects Liability/ Rectification Period, including making good of damage due to reasonable wear and tear occurring during the Period and cleaning at the end of the Period, all to the satisfaction of the Highway/ Sewer Authorities.

**A34 SECURITY/ SAFETY/ PROTECTION**

**SECURITY, HEALTH AND SAFETY**

120A EXECUTION HAZARDS

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

130A PRODUCT HAZARDS

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

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer/ Client no later than 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 the CDM Regulations.
- Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.

150 SECURITY

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

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

- 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.

210 EMPLOYER'S REPRESENTATIVES SITE VISITS

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

**PROTECT AGAINST THE FOLLOWING**

330A NOISE AND VIBRATION

- Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
- Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- Restrictions: Do not use:
  - Percussion tools and other noisy appliances without consent during the hours of 4.00 pm til 8.30am or at weekends and public holidays.
  - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

340 POLLUTION

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

350 PESTICIDES

- Use: Not permitted.

360 NUISANCE

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

370 ASBESTOS CONTAINING MATERIALS

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

371 DANGEROUS OR HAZARDOUS SUBSTANCES

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

- 380 FIRE PREVENTION
- Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
  - Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by Construction Industry Publications and The Fire Protection Association (The 'Joint Fire Code').
- 390 SMOKING ON SITE
- Smoking on site: Not permitted.
- 410 MOISTURE
- Wetness or dampness: Prevent, where this may cause damage to the Works.
  - Drying out: Control humidity and the application of heat to prevent:
    - Blistering and failure of adhesion.
    - Damage due to trapped moisture.
    - Excessive movement.
- 420 INFECTED TIMBER/ CONTAMINATED MATERIALS
- Removal: Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.
  - Testing: carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne 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.
- 460 POWER ACTUATED FIXING SYSTEMS
- Use: Not permitted.

## 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 undertakers recommendations.

### 520 ROADS AND FOOTPATHS

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

### 530 EXISTING TOPSOIL/ SUBSOIL

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

### 540 RETAINED TREES/ SHRUBS/ GRASSED AREAS

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

### 570 EXISTING WORK

- Protection: Prevent damage to existing work, structures or other property during the course of the work.
- Removal: Minimum amount necessary.
- Replacement work: To match existing.

### 580 BUILDING INTERIORS

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

600 EXISTING FURNITURE, FITTINGS AND EQUIPMENT

- Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinststate in original positions.

620 ADJOINING PROPERTY

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

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.

640 MATERIALS FOR RECYCLING/ REUSE

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

**A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING**

130 METHOD/ SEQUENCE OF WORK

- Specific Limitations: Include the following in the programme:

170 WORKING HOURS

- Specific limitations: by agreement with the Employer and subject to any Local Authority restrictions.

**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**

230 TEMPORARY ACCOMMODATION

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