

**HERITAGE RESTORATION OF FALMOUTH'S
PONSHARDEN CEMETERIES**

at

PONSHARDEN, FALMOUTH

GENERAL CONDITIONS & PRELIMINARIES

**MARCH 2021
VERSION 4**

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A10 PROJECT PARTICULARSThe Project

- A The project consists of the restoration of two derelict but important cemeteries at Ponsharden, Falmouth. The Jewish Cemetery (1780) and the Dissenters' Burying Ground (1808) have Scheduled Monument Status and appear on the 'At Risk Register' The works comprise repair and restoration works to retaining banks and boundary walls and structures, repairs to selected gravestones and vaults, landscaping works.
- B The contractor will be able to use identified areas of the adjacent Sainsbury supermarket land for his site set up and access.

Employer

Falmouth Town Council
The Municipal Buildings
The Moor
Falmouth
Cornwall TR11 2RT

Project Manager

Tim Kellett Urban Design
Falmouth
Cornwall

Contact: Tim Kellett
Telephone: 07554 277012

Architect, Engineer, Landscape Architect and Contract Administrator

- C Pdp Green Consulting Ltd
D Unit 3 Calenick House
Truro Technology Park
Heron Way
E Truro
Cornwall TR1 2XN

Contact: Roger Green
Telephone: 01872 265400

Quantity Surveyor

Randall Simmonds LLP
The Old Chapel
Greenbottom
Truro
Cornwall TR4 8QP

Contact: John Cox
Telephone: 07773 48224

F Principal Designer

Pdp Green Consulting Ltd
Unit 3 Calenick House
Truro Technology Park
Heron Way
Truro
Cornwall TR1 2XN

Contact: Antonia Fondella
Telephone: 01872 265400

G

A11 DRAWINGS AND SPECIFICATIONWorks reasonably inferred

A The Contractor shall execute the Works in accordance with the intent and meaning of the information and specifications contained within this tender document and shall supply all accessories and other items essential for the proper execution of the work and shall execute all work which shall be reasonably inferred, whether or not specifically shown or described.

B The Contractor will be responsible for developing the design (where required under the Contractor Design Portions) included within the Employers Requirements including the construction drawings, details and as-built drawings and for discharging all building control conditions/approvals relating to the Contractors Design Element and liaising with and securing the performance of all statutory undertakings and authorities works. Allow for all necessary design fees within the tender sum

Building Regulations

C The designers will undertake any required Building Regulation submission and obtain approval. Any conditions imposed requiring clarification from the Contractors Design Portions will be the responsibility of the Contractor.

A12 THE SITE/EXISTING BUILDINGSSite particulars

- A The site is situated at Ponsharden, Falmouth, Cornwall adjacent to the Sainsbury's access road. Arrangements to visit and gain access to the site can be arranged with Tim Kellett (Project Manager) on 07554 277012 or tim.urbandesign@gmail.com.
- B The site comprises two cemeteries and that respect needs to be shown when moving about the site and working on it. Avoid stepping on graves where possible, no shouting, swearing, radios, inappropriate behaviour, etc.
- C The project focuses on the restoration and reinterpretation of two derelict but important Georgian/Victorian cemeteries at Ponsharden. The Jewish Cemetery (1780) and Dissenters' Burying Ground have Scheduled Monument status appear on the 'At Risk Register'. The project will interpret the site; re-erect and repair selected damaged headstones and unsafe structures and boundaries. Originally in open countryside, the cemeteries are now a small pocket of green surrounded by busy roads, industrial and retail units and development land and have suffered from neglect and vandalism.
- D The Bank Retaining works are to be carried out alongside the busy A39 Falmouth Road and will require traffic management and lane closure. Will possibly need to avoid summer roadworks embargo. Pdp Green have already started discussions with Cornwall Council.
- E The proposed Contractor's Compound and Site Access is shown on drawing J20-077 5001B. Access is off Sainsbury's access road with an area available for compound area etc adjacent to the Sainsbury's service yard. Access to the site is restricted by a TPO. The Sainsbury's access road, service yard and private access road must be kept clear at all times.
- F Allow for the installation of a no dig temporary access for light plant only (such as motorised wheelbarrow) from the Sainsbury's Store access road to the south of the site, across the TPO to a compound within the green metal fence to the south of the Congregationalist Cemetery boundary. Specification and method statement for the path through the TPO to be submitted for approval.
- G Include for the provision of a temporary hardcore surfaced area within the green metal fencing for conservators to set up a temporary work area and covered workshop.
- H Clear away temporary surfacing on completion and undertake any necessary work to mitigate the effects of the path on the roots of the trees in the TPO.
- I There are no mains services on site.
- J The Contractor shall be deemed to have made due allowance for local conditions, the nature and accessibility of the site, the nature and extent of the operations and storage space for materials, including all additional handling and transporting requirements.

K The Contractor shall allow in his tender for securing the site, maintaining, removing and making good on completion.

L Tenderers must visit site to ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works. All visits must be pre-arranged. Failure to visit site during the tender period may result in rejection of the tender. For the purpose of the contract tenderers (including their subcontractors) will be deemed to have visited site during the tender period.

Existing Buildings.

M The site is located off the Sainsbury's access road and there is an adjacent industrial estate and private residence access.

N Disruption to the nearby properties must be avoided.

Existing mains/services

O The Contractor should ascertain any existing mains/services on or adjacent to the site

Access for Archaeologist

P Allow for access to site by Cornwall Archaeological Unit for a watching brief and recording of all excavations, work to the north, east, west and south boundaries, recording of any additional monuments found, and new openings through hedges.

Volunteer Activities

Q Allow for access to site for volunteers to assist with the archaeological watching brief and recording, and for cleaning of the monuments. Allow for open day on site during the works.

A13 DESCRIPTION OF THE WORK

Description of the Work

- A The works consist of the restoration of two derelict Georgian/Victorian cemeteries.
- B The works briefly comprise :-
- Repairs to boundaries, structures and monuments.
- New retaining works to front earth bank adjacent to Falmouth Road.
- Repairs to gravestones, monuments and structures.
- Repairs to accesses and landscaping.

A20 THE CONTRACTForm of Contract

- A The Form of Contract will be the Intermediate Building Contract With Contractor's Design 2016, issued by the Joint Contracts Tribunal Limited.
- B The contract will be executed as a deed.

Contract Particulars / Recitals

- C The Recitals and Contract Particulars are stated in the contract particulars contained in the tender documents.

Conditions of Contract

- D The clause headings of the Conditions of Contract are given hereinafter and the Contractor is to allow for complying with the various clauses, including all amendments stated in the Schedule of Amendments elsewhere:

Section 1 – Definitions and Interpretation

Section 2 – Carrying out the Works

Section 3 – Control of the Works

Section 4 – Payment

Section 5 – Variations

Section 6 – Injury, Damage and Insurance

Clause 6.7 Insurance Option C will apply (insurance by Employer)

Section 7 – Assignment, Performance Bonds and Guarantees and Collateral Warranties

Section 8 – Termination

Section 9 – Settlement of Disputes

Parent/Ultimate holding company guarantee

- E Not required.

Performance Bond

- F A performance bond is not required.

Contractor Design Works, Collateral Warranties

- G The Works include the design and construction of
- Contractor designed bank retaining works to road bank; boundary reference B4
- Contractor designed wall retaining works to Congregationalist Cemetery entrance steps, entrance reference B8
- H The Contractor shall ensure that they and their Sub-Contractors (including any Sub-Consultant Designers) identified in the Contract Particulars Part 2 will execute Collateral Warranties in the required forms as set out in the Contract Particulars Part 2. The Contractor will draft and issue to the relevant Sub-Contractor who shall obtain and send to the Contract Administrator each completed Collateral Warranty.
- I Collateral warranties may be required.

Named Sub-Contractors

- J The following works are to be executed by Named Sub-Contractor(s)
- Specialist Conservator Works to Congregationalist Cemetery Large Monuments
- Specialist Conservator Works to Congregationalist Cemetery Monuments
- Specialist Conservator Works to Jewish Cemetery Monuments

A30 EMPLOYER'S REQUIREMENTS, CONTRACTING/SUB-
LETTING/SUPPLY

Fixed and Time Related Costs

- A The Tenderer shall provide a detailed Preliminaries breakdown with their Tender to include fixed and time-related cost elements.

Contractor requirements – CDM Regulations

- B The Contractor shall provide information to evidence that he has sufficient experience, knowledge and other skills to carry out his duties satisfactorily under this Contract in respect of health and welfare and to demonstrate that he will employ sufficient resources to carry out the whole safely. This information shall be sufficient as to demonstrate compliance with Regulations.
- C The Tenderer shall in his programming and pricing of the Works make adequate allowance for dealing with the features contained in the pre-construction information and for preparing and implementing the Construction Phase Plan (formerly known as the Health and Safety Plan) in accordance with the CDM Regulations, together with the further development of the Plan which may be required and which may reasonably be foreseen at the time of tender to enable compliance with the CDM Regulations and other relevant Statutory provisions relating to Health and Safety

Contractor requirements - Programmes, Reports, Schedules, etc.

- D The Tenderer shall prepare and submit the following information (including any variations in respect of alternative tenders) with his tender:
- i) A detailed Method Statement describing the techniques, equipment, plant, access and protection the Contractor intends to use during the Contract;
 - ii) A construction programme, based on the stated dates for possession and completion, which is sufficiently detailed to show the Contractor's sequence of working compatible with the Method Statement in (a) above. This programme shall include all major construction activities, the work of any sub-contractors and work resulting from the expenditure of Provisional Sums for defined work. Appropriate allowance shall be made for adverse weather conditions, working around existing Tenants, holidays, etc;
 - iii) An Information Required Schedule (to be subsequently agreed with the Contract Administrator prior to acceptance of this tender) setting out the Contractor's total itemised information requirements to complete the project and the date by which he requires each item. Such Schedule is to include the dates by which orders are to be placed with sub-contractors and suppliers for which a Provisional Sum is included in this Specification and is to allow for the progressive release of information related to the construction sequence.

- F The Tenderer shall in his programming and pricing of the Works make adequate allowance for dealing with the features contained in the pre-construction information and for preparing and implementing the construction phase plan (formerly known as the Health and Safety Plan) in accordance with the CDM Regulations, together with the further development of the plan which may be required and which may reasonably be foreseen at the time of tender to enable compliance with the CDM Regulations and other relevant Statutory provisions relating to Health and Safety.

Contract requirements – Health & Safety information

- G The Contractor must submit a statement describing the organisation and resources which the Contractor proposes and undertakes, to provide to safeguard the health and safety of operatives, including those of Sub-Contractors and of any person who may be affected by the Works.
- H Before works commence on site the Contractor is to develop a Construction Phase Plan to the satisfaction of the Employer to comply with The Construction (Design and Management) Regulations 2015
- I The Contractor must detail the number and type of staff responsible for Health and Safety on this project with details of their qualifications and duties. This is required to demonstrate competence.
- J The Contractor shall provide information evidence that he has sufficient experience, knowledge and other skills to carry out the duties of the Principal Contractor, as defined by the CDM Regulations, as amended. The Contractor shall demonstrate that he will employ sufficient resources to carry out the duties of the Principal Contractor, as defined in the CDM Regulations, as amended.

Employer's Sustainability Requirements

- K The Employer requires the Contractor to clearly set out in their Tender how they will comply with their Sustainability Policy and Sustainability Strategy. The importance of this requirement shall also be emphasised to all sub-contractor's, suppliers etc employed on the project.

Contract Sum Analysis

- L The Tenderer shall submit with their tender a priced Schedule of their tender (in the form attached). If their tender is accepted the analysis will become the Work Schedule and Contract Sum Analysis. This shall NOT be "remeasurable" and does not guarantee to incorporate every item of work required for the project, which is described on the drawings and specifications. The Contractor may add items to the Work Schedules and Summary on the specific page of the document.
- M Costs relating to items which are not described will be deemed to have been included elsewhere in the Tender Sum.

Tender requirements – personnel information

- N The Tenderer shall submit with his tender:
- i) the names and CVs of senior management personnel (on and off-site) whom the Tenderer will appoint for this Contract, together with a site organisation chart;
 - ii) the names of designers and other consultants whom the Tenderer intends to employ for this Contract with details of similar work previously carried out by them; and
 - iii) the names of sub-contractors to whom the Tenderer intends to sub-let, identifying the scope of work for each.

Tendering procedure

- O Tendering procedure will be in accordance with the principles of JCT Practice Note 6 Main Contract Tendering.
- P No unauthorised alteration, addition or note entered in this Specification shall modify the printed text.

Tender requirements - off-site materials

- Q The Tenderer shall submit with his tender a list of the uniquely identified materials for which he requires payment before delivery to the site, in accordance with Clause 4.17 of the Conditions of Contract.

Landfill tax

- R The Contractor shall be deemed to have allowed in his prices for the tax chargeable on landfill disposal and no adjustment will be made if there is a change in this tax.

Site visit

- S Before tendering the Tenderer is to visit and inspect the site. Arrangements to do so should be made with Tim Kellett (Project Manager) on 07554 277012 or tim.urbandesign@gmail.com.

Provisional Sums for work by sub-contractors

- T Where Provisional Sums have been included in this Specification for work to be carried out by sub-contractors these will be adjusted against the accepted tenders, net of all discounts.
- U Provision is made after each Provisional Sum for tenderers to price for profit and special attendance (for general attendance see Part A42). Where provisional sums are given the Contractor will be deemed to have made due allowance in programming, planning and Preliminaries pricing.

- V If the Contractor shall tender (and his tender is accepted) for any work, materials or goods for which a Provisional Sum for works by sub-contractors has been included in this Specification, such Provisional Sums together with profit and special attendance (if any) which has been added by the Contractor will be omitted. Any profit required by the Contractor shall be included in his tender for work covered by such Provisional Sum.

Provisional Sums for materials to be supplied by suppliers

- W Where Provisional Sums have been included in this Specification for materials and goods to be supplied by a Supplier these will be adjusted against the accepted quotations, net of all discounts.
- X Provision is made after each Provisional Sum for tenderers to price for profit.
- Y Provisional Sums for articles to be supplied by suppliers are deemed to include for delivery to the site.
- Z The Contractor is to ensure that all all migrant workers have the correct permits and permissions and are working legally within the UK. Site operatives should be able to communicate sufficiently well in English such that no risk to safety or the Works arise from their employment on the Works.

Contractor's Employment Responsibilities

- AA The Contractor is to ensure that all operatives that enter and work on the construction site are CSCS accredited, and that all migrant workers have the correct permits and permissions and are working legally within the UK.
- BB Contractors are to ensure that all operatives undertake a site induction prior to commencing work and that Health and Safety guidelines are adhered to at all times.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

Specification

A The Specification is included with the Tender documents:

- a) Architect's Drawings
- b) Structural Drawings
- c) Landscape Architect's Drawings
- d) Schedule of Work
- e) NBS Specification

Definitions and interpretations

- B Headings in the General Conditions documents are not comprehensive and do not modify the meaning of the clauses and items.
- C The Contractor shall be deemed to have allowed for everything necessary to enable him to meet his obligations under the Contract including those items required by the Contractor which are not stated in the General Conditions.
- D The letters "BS" shall mean the British Standard Specification current at the Base Date.
- E The letters "CP" shall mean the British Standard Code of Practice current at the Base Date.
- F The term "statutory authorities" shall include, without limitation, local authorities and statutory undertakers.

Additional copies of drawings

- G Where prepared by the Contractor, they shall issue both paper and electronic copies of their drawings to the Employer, Designers, Contract Administrator and Quantity Surveyor, and where requested to selected third parties. No charge for disbursements will be made by the Contractor for so doing.

Sub-contractors' and suppliers' drawings

- H The Contractor shall obtain, check and note any discrepancies or divergences and submit to the Contract Administrator all sub-contractors', suppliers' and statutory undertaker's drawings and other information as may be required.
- I The Contractor shall ensure that any necessary amendments are made in accordance with the comments of the Contract Administrator and that the drawings are re-submitted unless otherwise advised.
- J Copies of shop drawings required for the execution of the Works shall be supplied by the Contractor at his own cost.

- K For the avoidance of doubt provision of the foregoing information is to be made in such a manner as to allow sufficient time for the Contract Administrator to check and if necessary amend his design without delaying the progress of the Works.

Discrepancies

- L Any discrepancy in or divergence between figured or calculated dimensions and scaled dimensions on any drawing issued to or prepared by the Contractor shall be reported immediately by the Contractor to the Contract Administrator.

- M For the avoidance of doubt, provision of the foregoing information is to be made in such a manner as to allow sufficient time for the Contract Administrator to check and if necessary amend his design without delaying the progress of the Works.

Health and Safety Plan

- N A pre-construction Health and Safety Plan is included in the tender documentation in accordance with the CDM Regulations
- O The Contractor shall be deemed to have made due allowance in his prices and programme for complying with his developed Health and Safety Plan.

A32 MANAGEMENT OF THE WORKS

Principal Contractor - CDM regulations

- A The Contractor shall undertake the role of Principal Contractor under the Construction (Design and Management) Regulations 2015 and shall allocate resources to enable him to comply with the requirements and prohibitions imposed on him by or under the relevant statutory provisions.
- B The Contractor shall, in accordance with regulation 22(1k), display the notification of the project to the Health and Safety Executive, in a location where they can be read by any worker engaged in the construction works.
- C The Contractor shall plan, manage and monitor the construction phase in a way that ensures, so far as is reasonably practicable, it is carried out without risks to health or safety.
- D The Contractor shall seek co-operation and co-operate with any other person involved in the construction work on this site or, so far as is reasonably practicable, any other person on any adjoining site to enable himself and others to comply with their duties
- E The Contractor shall co-ordinate their activities in a manner which ensures, as far as is reasonably practicable, the health and safety of persons carrying out construction work or is affected by the construction work.

Site administration

- F The Contractor shall not change the person-in-charge/site manager without first obtaining the written consent of the Contract Administrator.

Supervision and co-ordination of the Works

- G The Contractor shall determine the Programme and methodologies for carrying out the Works and manage and coordinate Sub-Contractors, Suppliers, and Artists and Tradesmen, and shall adapt their programmes and methodologies accordingly.
- H The Contractor shall be responsible for notifying and co-ordinating all statutory authorities as and when he requires their services on the site. The co-ordination shall be deemed to include for providing the statutory authorities with sufficient information regarding line, level, timing of excavations, etc., to enable them to provide and lay mains, cables, etc., to suit the progress of the Works, irrespective of whether payments are made direct to the statutory authorities by the Employer.
- I The Contractor shall be responsible for co-ordinating the sequencing and setting out of the work of Sub-Contractors and statutory authorities on site, having particular regard to any conflicts which may arise as a consequence of the detailed interpretation of drawings by operatives on site.

J The Contractor shall make regular visits to the Works of all his Sub-Contractors to inspect the quality of the work and to check on progress and delivery in relating to the programme.

K The Contractor shall provide sub-contractors with all necessary drawings, dimensions and other information to enable their work to be correctly executed.

Statutory Requirements

L The Contractor shall comply with, and give all notices required by, all Statutory Requirements (whether or not specifically referred to in the General Conditions) and shall be deemed to have made due allowance in programming and pricing (including the payment of all fees and charges in connection therewith).

M The Contractor shall allow in his prices or allow here for payment of any fees or charges (including any rates or taxes) to statutory undertakers insofar as such payment relates to temporary works.

Meetings

N The Contract Administrator shall chair formal monthly Progress Meetings and the contractor shall provide a Progress Report as set out below. Informal Meetings should still be formally recorded to ensure all parties have a record of discussions and any agreements reached.

Insurances

O 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 the Works the Contractor shall immediately give notice to the Employer and Insurers. The Contractor shall indemnify the Employer against any loss which may be caused by failure to give such notice.

Programme

P The Contractor shall within two weeks of appointment provide a master programme in detail, in bar chart form, to the Contract Administrator's satisfaction and provide copies of any supporting network analysis that he may produce.

Q The master programmes shall be based on, but amplify as necessary, the information contained in the Information Required Schedule and Construction Programme. Such master programmes shall establish the sequence of all activities in the construction of the Works incorporating the requirements of all Sub-Contractors, statutory authorities and others engaged direct by the Employer whose work is dependent upon or has a bearing upon the progress of the Works including durations for ordering and delivery of major construction materials and durations for drawing preparation, manufacture and delivery of materials relating to Sub-Contractors and statutory authorities.

R The Contractor shall programme sufficient time for Sub-Contractors and statutory authorities to test and commission their Works.

- S The Contractor shall, in consultation with the Contract Administrator, indicate on his master programme the latest dates by which he requires final information to enable procurement of Sub-Contracts or supplies for which a Provisional Sum has been included in the General Conditions, and the latest dates by which he requires comments (if any) by the Contract Administrator on samples and mock-ups. However, provision of these dates will not relieve the Contractor of his obligations to give such written notice as from time to time may be necessary under Contract Clauses 2 and 4.
- T The master programmes shall be submitted to the Contract Administrator for his comments and after these have been agreed and incorporated one copy of each programme shall be kept on site and five copies supplied for the use of the Employer.
- U The Contractor shall inform the Contract Administrator at least 7 working days beforehand of the proposed date for commencement of work on site.
- Monitoring
- V The Contractor shall prepare and submit the following information at least three working days before each site progress meeting during the Contract:
- i) Progress Report which shall include a detailed report on the progress of procurement, warranties, building control requirements, sustainability KPI's, waste management and construction with a record of health & safety, weather and a record showing the number and description of tradesmen, labourers and supervisors, including those employed by any sub-contractors, and the number, type and capacity of all plant, excluding hand tools, employed on the Works;
 - ii) Marked-up programme showing actual progress and 'time now' line;
 - iii) Updated construction programmes, for comparison with the master programme, where the Contractor elects to vary the sequence of work on site;
 - iv) Information Release Schedule if required;
 - v) Progress photographs.
- W One copy of each report and programme prepared by the Contractor shall be kept on site and five copies shall be supplied for the use of the consultants.
- X Reports and programmes shall be prepared, monitored and maintained by a suitably qualified person who is to retain close contact with the site until completion of the Works.
- Y Submission of Progress Reports, etc will not relieve the Contractor of his obligations under the Contract, will not constitute the agreement of any delays etc. shown thereon, will not affect the Contract Completion Date and will not relieve the Contractor of his responsibility to complete the Works by the due date.

Cashflow forecast

- Z Not later than two weeks prior to commencement on site the Contractor shall prepare and provide to the Quantity Surveyor a cumulative monthly cash flow forecast

Notice of Completion

- AA The Contractor shall give the Contract Administrator at least four weeks' notice of the anticipated dates of practical completion of the whole or parts of the Works.

Adverse weather

- BB The Contractor shall use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.

Measurement

- CC The Contractor shall give reasonable notice to the Contract Administrator before covering up work which the Quantity Surveyor may require to be measured.

Contract Administrators Instructions

- DD Where these necessitate adjustment to the Contract Sum, the contractor shall produce, as and when required, all details, evidence or information considered necessary by the Quantity Surveyor to make such adjustments.

Variations

- EE The Contractor shall give to the Contract Administrator, within fourteen days of becoming aware, a written notice specifying all items which, in the opinion of the Contractor, constitute a Variation otherwise than pursuant to an instruction by the Contract Administrator.

Daywork vouchers

- FF Shall not be used in connection with this project.

Applications for payment

- GG The Contractor shall send to the Quantity Surveyor before the issue of each Interim Certificate by the Contract Administrator an application as described in Contract Clause 4.12 which shall include a detailed statement of the approximate value of the work executed and of unfixed materials.

- HH At such time the Contractor shall disclose whether any materials or goods are subject to any reservation of title inconsistent with the unconditional passing of property as required the Conditions of Contract.

A33 QUALITY STANDARDS/CONTROL

Standards of materials and work

- A Where approval of products or materials is specified, the Contractor shall submit samples or other evidence of suitability and should not confirm orders or use materials until approval has been obtained. Approved samples shall be retained on site as directed by the Contract Administrator for comparison with products and materials used in the Works and the Contractor shall remove them when no longer required by the Contract Administrator.
- B Where samples of finished work are specified, the Contractor shall obtain approval of stated characteristics before proceeding with the appropriate work and remove samples which are not part of the finished works when no longer required by the Contract Administrator.
- C Where and to the extent that products, materials and work are specified to be approved or the Contract Administrator instructs or requires that they are to be approved, the same must be supplied and executed to comply with all other requirements and, in respect of the stated or implied characteristics, either to the approval of the Contract Administrator or to match a sample approved by the Contract Administrator as a standard for the purpose.
- D Where and to the extent that materials, goods and workmanship are not fully specified they shall be suitable for the purposes of the Works, stated in or reasonably to be inferred from the Contract Documents and in accordance with good building practice, including the relevant provisions of current BS documents.
- E Materials where described to be obtained from a particular manufacturer, shall be used or fixed strictly in accordance with that manufacturer's printed instructions.
- F All materials used in the Works shall be new, unless otherwise specified, carefully selected and of the best merchantable quality. The Contractor shall supply written evidence of sources of supply of any materials to be used in the Works when requested by the Contract Administrator.
- G Materials and work shall comply with the regulations of statutory undertakers.

Supervision and inspection

- H The Employer, the Contract Administrator and their representatives shall at all reasonable times have access to the Works and to the workshops or other places of the Contractor where work is being prepared for this Contract. The Contractor shall by a term in the sub-contract secure a similar right of access to the workshops or other places of sub-contractors where work is being prepared for this Contract.
- I Inspection or any other action by the Contract Administrator must not be taken as acceptance of samples, materials, goods or work unless the Contract Administrator so confirms in writing.

- J The Contractor shall submit to the Contract Administrator, at a reasonable time prior to Practical Completion, a programme for presenting sections of the Works for final inspection.
- Product guarantees
- K The Contractor shall obtain for the benefit of the Employer, product guarantees or the like where these are available from manufacturers, suppliers or Sub-Contractors.
- Work at or after completion
- L The Contractor shall adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.
- Security at completion
- M The Contractor shall leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to the Employer with itemised schedule, retaining duplicate schedule signed by the Employer as a receipt.
- Cleaning the Works
- N The Contractor shall clean the Works and hand over the whole of the Works in a sparkle clean condition to the satisfaction of the Contract Administrator.
- O At completion of the Works the Contractor is to leave the site free from all debris and rubbish.

A34 SECURITY/SAFETY/PROTECTION

Security

- A The Contractor shall take responsibility for the security of the site.
- B The Contractor shall safeguard the Works, materials and plant against damage, theft and illegal disposal of waste, including all necessary watching and lighting for the security of the Works and the protection of the public and the Employer.
- C The Contractor shall ensure that its site security arrangements are, for the purposes of site waste management, sufficient to prevent illegal disposal of waste from the site and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such illegal disposal of waste.

Safety, health and welfare

- D The Contractor shall comply with all current safety, health and welfare legislation, all current approved Codes of Practice issued by the Health and Safety Commission, all current guidance issued by the Health and Safety Executive and the Code of Welfare Conditions of the National Joint Council for the Building Industry.
- E The Contractor shall ensure that assessments are made such that all significant risks likely to arise throughout the construction phase are anticipated and that appropriate steps are taken to eliminate, reduce or control the risk in accordance with the Management of Health and Safety at Work Regulations 1992.
- F The Contractor shall make specific site rules dealing with the wearing of head protection, drinking, smoking and general housekeeping discipline on site.
- G All internal areas and a distance of 5m from all external doors, windows and walls are designated no-smoking areas
- H The Contractor shall prepare an overall emergency plan for the site which shall include details of how fires will be dealt with throughout the construction phase.

Fire safety

- I The Contractor shall comply with the Code of Practice entitled Fire Prevention on Construction Sites published by the BEC/LPC. He shall appoint a Site Fire Safety Co-ordinator.

Prevention of nuisance

- J The Contractor shall at all times take all reasonable steps to prevent any public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, Tenant or occupier or any statutory undertaker arising out of the carrying out of the Works and shall assist the Employer in defending any action or proceedings which may be instituted in relation thereto.

- K The Contractor shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such nuisance or interference.
- L The Contractor shall take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.
- M The Contractor shall be deemed to have allowed in his prices for complying with the requirements of local authorities and the Health and Safety Executive with regard to control of noise, pollution and all other statutory obligations.
- N The Contractor's particular attention is drawn to the rights of restrictive action which exist by virtue of the Environmental Protection Act 1990 and of Sections 60, 61 and 68 of the Control of Pollution Act 1974 and he shall comply with any statutory notices, conditions or limitations that may be imposed on him or on the Employer by any local authority.
- O The Contractor shall make all applications and obtain all such consents as are required under the said Acts.
- P Without prejudice to his duty to comply with the Control of Pollution Act 1974, the Contractor shall allow for complying with BS 5228 "Code of Practice for Noise Control on Construction and Demolition Sites" including the recommendations on community relations, planning and supervision.
- Q The Contractor shall inform the Contract Administrator in writing of any contravention of the said Act or British Standard within three days of such. The Contract Administrator shall have power thereupon or upon the said contravention coming to his notice to issue such instructions as he may think fit to abate, avoid or halt any further contravention and the Contractor shall comply with such instructions at his own cost.
- R If the Contractor shall be guilty of any offence under the said Act or British Standard, he shall himself pay all fines imposed by the court by which he has been convicted and shall not be entitled to be indemnified by the Employer in respect of any such fines.
- S The Contractor shall not be entitled to reimbursement by the Employer of any costs, damages, loss or expense to which the Contractor has been or may be put, which have been occasioned or caused by compliance with any such notice, consent, limit, condition or instruction as aforementioned. The Contractor shall not be entitled to any extension of time for delays caused by such compliance.
- T All plant, tools and vehicles shall be fitted with effective silencers of a type recommended by the manufacturers of the plant, tools and vehicles. Do not use pneumatic drills and other noisy appliances outside the hours of 9am – 4.30pm Monday to Friday without consent of the Contract Administrator.
- U It is essential that any hot work within the building shall be kept to a minimum. Where unavoidable all operatives within the building during such work are to have an appropriate Permit to Work.
- V Bonfires are not permitted.

- W The Contractor shall not permit radios or other audio equipment to be used on site.
- Adjoining and adjacent property
- X The Contractor's attention is drawn to the fact that adjoining and adjacent buildings are in constant use by the adjoining owners and occupiers.
- Y The Contractor is so to arrange and carry out the Works and take adequate precautions so as to cause no interference or interruption to the use of the adjoining and adjacent properties including roads, footpaths and other access thereto by the Employer, adjoining and adjacent owners and occupiers and the public and he shall conform to all instructions or directions given by the Contract Administrator in these matters.
- Z Should any Works be required on or from any adjoining property, the necessary written permission must first be obtained by the Contractor.
- AA Should it be necessary for any plant, machinery or equipment to project or operate over adjoining or adjacent property or rights-of-way the Contractor shall obtain the written permission of the adjoining or adjacent owner or occupier and obtain legal licence as necessary. The Contractor shall be deemed to have allowed for the payment of any fees and charges in connection therewith. The Contractor shall indemnify the Employer against any claim or action for damages arising from the use of any plant, machinery or equipment. The Contractor shall ensure that the security of the adjoining or adjacent properties shall not in any way be impaired due to any building operation executed under the Contract Works.
- Maintenance of existing building and site
- BB The Contractor shall protect and uphold existing buildings and site where necessary, on the site and the adjoining and/or adjacent buildings to the site during the period of this Contract.
- CC The Contractor shall make good at his own expense any damage to any existing buildings and the site and the adjoining or adjacent buildings to the site caused by the carrying out of the Works.
- DD Allow for fully protecting the site and features not being removed from damage arising from the carrying out of the Works.
- EE The Contractor shall prevent damage from storm and surface water.
- Permitted loading on the existing structure
- FF The Contractor shall be responsible for the stability and structural integrity of the Works during the Contract, providing all necessary support. He shall prevent overloading.

Asbestos based materials

- GG If during the course of the Contract the Contractor uncovers asbestos based materials, he shall on no account allow his staff or workmen to disturb or remove such material but shall immediately give notice to the proper authorities as required by law. The Contractor shall employ a firm specialising and experienced in such work to remove the asbestos from the site and properly dispose of it.
- HH The Contractor shall provide such attendance and facilities and take such precautions as are required by the specialist firm and by statute.
- II The Contractor shall be deemed to have allowed in his programme and in his prices for all matters and for all necessary actions arising out of the uncovering of asbestos based materials.

Maintenance of roads, footpaths, etc

- JJ The Contractor shall uphold and maintain public and private roads, footpaths, rights-of-way etc., and keep the approaches to the site and the roads adjoining the site clear of mud and other debris.
- KK The Contractor shall make good at his own expense and to the satisfaction of the Contract Administrator any damage to roads, footpaths, rights-of-way, etc., caused by the carrying out of the Works, provided such damage is due to any negligence, omission or default of the Contractor (or his Sub-Contractors).

Maintenance of services

- LL The Contractor shall protect, uphold and maintain public and private water, gas and other mains or power services, drains and sewers and give all necessary notices to the statutory authorities.

Access to the site

- MM Temporary signs of a proper "sign-written" quality shall be provided to ensure that the location of the site entrance is obvious, and to enable that visitors and deliveries can be made without hindrance.

Disposal of waste from site

- NN With regard to the disposal of waste from the site the Contractor shall comply with the Environmental Protection Act 1990, and the requirements of the RLAM Sustainability Policy and Strategy documents.
- OO The Contractor shall remove all rubbish and debris and keep the Works clean and tidy throughout the Contract period.

Protection of work

- PP The Contractor shall provide protective casings and coverings as the highest standard of protection is required. Everything which is liable to damage shall be properly protected and cased up as necessary. Accept responsibility for any damage to the Works including the work of any Sub-Contractor or statutory authority and to the Works of others directly engaged by the Employer by whomsoever caused and pay all costs and expenses in taking down and re-executing or otherwise making good or replacing to the satisfaction of the Contract Administrator.
- QQ The Contractor shall anticipate the arrival of and protect all work from damage by inclement weather. He shall accept responsibility for all work damaged or soiled by weather including the work of any Sub-Contractor and the work of others directly engaged by the Employer and pay all costs and expenses in taking down and re-executing or otherwise making good or replacing to the satisfaction of the Contract Administrator.
- RR The Contractor shall maintain, whenever practicable, continuity of working and productivity during adverse weather.

A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING/USE OF SITE

Permission for Development

- A In designing and carrying out the Works, the Contractor shall comply with all Development Control Requirements, in particular any planning permissions for the project.

Restrictions on access

- B The Contractor shall comply with traffic and other regulations with regards access to and from the site.

Restrictions on use of the site

- C The Contractor shall confine his operations to the area of the site, or such other areas as the Contract Administrator may specifically direct.
- D The Contractor shall not use the site for any purpose other than that of carrying out the Works.

Limitation of working hours

- E The hours of work are 8am – 6pm Monday to Friday; 8am – 1:30pm Saturday, with no Works on Sunday. These hours may be altered subject to agreement between all concerned parties and compliance with statutory regulations.
- F The Contractor is deemed to have made due allowance in planning and pricing for complying with any limitations on hours of working which may be imposed by any statutory authority and planning consent.
- G Whenever it is proposed to work out of hours in addition to normal working hours, the Contractor must give the Contract Administrator one week's notice, specifying times and types and locations of work to be undertaken. The Contractor may not proceed with the work without the written consent of the Contract Administrator.
- H Any concealed work executed during out of hours working for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.

Publicity

- I No information concerning this Contract may be released by the Contractor to anyone else, except to such persons and to such extent as may be necessary for the performance of the Contract, without the prior consent and approval of the Employer.

Workpeople confined to site

- J The Contractor shall confine all workpeople (including sub-contractors' and statutory undertakers' workpeople) to the site of the Works.

Restricted deliveries

- K The Contractor shall comply with any restrictions imposed by the police with regard to plant deliveries or removals or materials deliveries outside normal working hours and is deemed to have allowed for any consequential extra costs and for obtaining the necessary permissions.

A36 FACILITIES/TEMPORARY WORKS/SERVICES

Temporary buildings

- A The Contractor is to obtain the Contract Administrator's written approval to the proposed position of any temporary buildings and set down or storage areas for materials.

Temporary fences, hoardings, fans and gantries

- B The Contractor shall provide, maintain (including taking down and re-erecting from time to time as necessary), clear away and make good all temporary fencing, hoardings and the like as may be necessary for protecting the public and the adjoining or adjacent properties to the site and owners/ occupiers, for meeting the requirements of any local or other authority and for the proper execution of the Works.
- C The hoarding and access gates shall comprise of external quality plywood panels with skirtings and cappings and all necessary framing and supports and shall be painted on both sides with an oil-based paint in colours to be specified by the Contract Administrator.
- D The Contractor shall be deemed to have allowed for maintaining the hoarding in good condition, for maintenance of lighting, for alterations and adaptations necessitated by the carrying out of the Works, for repainting from time to time and for taking down and clearing away when no longer required.

Temporary screens

- E The Contractor shall provide, maintain (including taking down and re-erecting from time to time as necessary), clear away and make good all necessary temporary screens, etc., for the proper execution of the Works.

Supervision and Inspection

- F The Contractor shall provide facilities and necessary equipment for inspection of the Works by the Employer and his representatives at all times prior to the issue of the Notice of Completion of Making Good Defects.
- G The Contractor shall notify the Employer in advance the date on which lifts, fire protection, mechanical, electrical and security installations will be ready and available for inspection by the Employer's insurers. The Contractor shall provide facilities and necessary equipment.

Safety, health and welfare

- H The Contractor shall provide protective clothing including safety helmets to BS 5240 for use by the Employer and his representatives whilst on site.
- I The Contractor shall provide suitable safety, health and welfare measures and amenities to comply with the current Statutory Regulations and the Code of Welfare Conditions of the National Joint Council for the Building Industry.

Lighting and power for the Works

- J The Contractor shall provide necessary temporary lighting and power to allow all the Works to be carried out. The Contractor should make allowance for providing the temporary lighting and power until the Practical Completion date as required.

Water for the Works

- K The Contractor shall provide necessary water supply for the Works.

Telecommunications / communications for the Works

- L Provide and maintain temporary telephone, fax and email facilities (wi-fi internet access) on the site for the use of the Consultants for the period of the Contract.

- M The Contractor's own telephone, broadband and fax facilities shall be made available to the Consultants and the Contractor shall be deemed to have allowed for the cost of such use made on behalf of the Employer.

Temporary Works generally

- N The Contractor is deemed to have allowed for all necessary temporary Works, maintaining, adapting, clearing away and making good.

A37 OPERATION/MAINTENANCE OF THE FINISHED WORKS

Generally

- A The Principal Contractor shall collate and provide information to the Principal Designer for inclusion in the Health and Safety File. The information is to consist of that which will assist persons carrying out future construction work, or cleaning, maintenance, refurbishment and demolition at any time after Practical Completion. It should alert them to risks and help them to decide how to work safely.
- B The information to be provided for the Health and Safety File is to be as detailed in the Pre-Construction Health & Safety Plan or as may be directed by the Principal Designer at the commencement of the Works.
- C The information for the Health and Safety File is to be available in sufficient time to enable the Principal Designer to compile the document for handing to the Employer at Practical Completion.
- D The Principal Contractor shall provide information to the Principal Designer for inclusion in the Health and Safety File. The information should include, but is not be limited to:
- i) Design criteria and objectives;
 - ii) Adequate information about any aspect of the project which might affect the health and safety of any person at work carrying out construction Works or cleaning work in or on the structure or of any person who may be affected by the work of such a person at work;
 - iii) A list of suppliers together with the literature, test certificates, COSHH assessments and all maintenance details;
 - iv) Risk Assessments for maintenance and future construction;
 - v) As-Built drawings (one copy print and one copy negative);
 - vi) Information to assist demolition or stripping;
 - vii) O&M Manuals including risk assessments.
- E Some or all of the following EXAMPLES may be appropriate:
- i) Building Regulations Approval Certificate and valid certificates from statutory authorities confirming that the various installations have been tested and meet their requirements;
 - ii) Certified evidence that inspections have been carried out by the Building Control Officer;

O & M manual

- F The O&M Manuals shall include a building manual designed with a view to providing the Building Owner's Property Manager with the information he needs for:
- i) Day to day running;
 - ii) Specific maintenance contracts;
 - iii) General maintenance information;
 - iv) General replacement information.
- G The manual is to be designed similarly to a car maintenance manual allowing a non-technical manager to understand the general running of the building whilst providing full technical information for the use of technical maintenance personnel.
- H The manual is to be in loose-leaf form to enable sheets to be revised or added as necessary.
- I The manual is to include A4 floor plans and elevations for easy reference.
- J A complete draft of the O & M Manuals for the Mechanical, Electrical, Public Health and Refrigeration Installations will be provided to the Project Manager not less than two weeks before the date for Practical Completion. Copies of each Manual will be provided to the appropriate Design Consultant for review. Manual amended in the light of any comments will be resubmitted to the Consultant within one week.
- K Provide two each of paper (four ring lever arch files) and electronic copies (CD's) of all approved Manuals by the Consultants for all elements of the Works, as described above, to the Principal Designer upon Practical Completion.
- L Ensure all requirements under A37 hereto are adhered to with regard to the activities of any direct Contractors.

A40-A44 CONTRACTORS GENERAL COST ITEMS

Generally

- A The Employer's Preliminaries/General Conditions requirements are set out in the preceding Parts. The Contractor is deemed to have allowed in Parts A40 to A44 (which follow) for his general costs which are not priced elsewhere.
- B The headings and lists of items are given for the Contractor's convenience of pricing and are not intended to be exhaustive.

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

- A Management and staff
- B Management and staff (including management, trades supervision, engineering, programming and production, quantity surveying support staff and the like).

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

- A Generally: For details of site accommodation required or made available by the Employer see Part A36.
- B Site accommodation
- C Site accommodation (including offices, laboratories, cabins, stores, compounds, canteens, sanitary facilities and the like).

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

A Generally: For details of services and facilities required or made available by the Employer see Part A36 or as noted below.

Services and facilities

B Power

C Lighting

D Fuels (excluding fuels for testing and commissioning)

E Water

F Telephones and fax

G Administration

H Safety, health and welfare

I Storage of materials

J Rubbish disposal

K Cleaning

L Drying out

M Protection of work in all sections

N Security

O Maintain public and private roads

P Small plant and tools

Q General attendance on sub-contractors and statutory undertakers which shall be deemed to include the use of the Contractor's temporary roads, pavings and paths, standing scaffolding, standing power operated hoisting plant, the provision of temporary lighting and water supplies, clearing away rubbish, provision of space for the sub-contractor's own offices and for the storage of his plant and materials, the use of mess rooms, sanitary accommodation and welfare facilities and Joint Fire Code alarm systems, signage, temporary fire compartments and fire marshals where appropriate.

R Additional services and facilities: The Contractor is to insert below further cost items as may be required.

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

- A Generally: For details of restrictions on mechanical plant see Part A34 and for details of mechanical plant made available by the Employer see Part A36.

Mechanical plant

- B Cranes
- C Hoists
- D Personnel transport
- E Transport
- F Earthmoving plant
- G Concrete plant
- H Piling plant
- I Paving and surfacing plant
- J Additional mechanical plant items: The Contractor is to insert below further cost items as may be required:-

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

- A Generally: For details of temporary works required or made available by the Employer see Part A36.

Temporary works

- B Temporary roads
- C Temporary walkways
- D Access scaffolding
- E Support scaffolding and propping
- F Hoardings, fans, fencing, etc.
- G Hardstanding
- H Traffic regulations
- I Additional temporary work items: The Contractor is to insert further cost items as may be required.

A54 PROVISIONAL WORK

Provisional Sums generally

- A For Provisional Sums included in the General Conditions see the Schedule of Work.
- B The valuation of the amount of any disbursements by the Contractor in accordance with instructions of the Contract Administrator as to the expenditure of Provisional Sums will be based on the net cost of the accepted Contracts. For the avoidance of doubt all discounts and financial benefits will be deducted from the accepted Contracts.