

Project Preliminaries

Project: Erection of store (ancillary to the Town Park) and associated landscaping works to include 'the Thread' a new public garden inspired by the Trowbridge textile industry

Address: Trowbridge Town Park, Silver Street, Trowbridge, Wiltshire

Client: Trowbridge Town Council

Date: November 2019

Status: **ISSUED FOR TENDER**



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A10 PROJECT PARTICULARS

110 The Project

Name: Trowbridge park storage building and 'The thread' textile garden

Nature: Erection of store (ancillary to the Town Park) and associated landscaping works to include new public garden inspired by the Trowbridge textile industry

Location:

Town Park Silver Street Trowbridge Wiltshire BA14 8AA

Length of contract: To be agreed

120 Employer (Client)

Name:

Trowbridge Town Council

Address:

St Stephen's Pl, Trowbridge BA14 8AH

Contact:

Karl Buckingham

Telephone:

01225 765072

E-mail:

Karl.Buckingham@trowbridge.gov.uk

140 Architect

Name:

PKA Architects

Address:

Featherbrook, Whistley Road, Potterne, Devizes, Wilts, SN10 5TD

Contact:

Mark Clifford

Telephone:

01380 725688

E-mail:

mark@pka-architects.com

150 Principal Designer

Name:

PKA Architects

Address:

Featherbrook, Whistley Road, Potterne, Devizes, Wilts, SN10 5TD

Contact:

Mark Clifford

Telephone:

01380 725688

E-mail:

mark@pka-architects.com

160 Contract Administrator

Name:

PKA Architects

Address:
Featherbrook, Whistley Road, Potterne, Devizes, Wilts, SN10 5TD
Contact:
Mark Clifford
Telephone:
01380 725688
E-mail:
mark@pka-architects.com

200 Structural Engineer

Name:
Clegg Associates
Address: Bryer Ash Business Park, Trowbridge, Wiltshire, BA14 8HE
Contact:
Matthieu Crosnier
Telephone:
01225 541088
E-mail:
matthieu.crosnier@cleggassociates.co.uk

210 Drainage designer (below ground)

Name:
Clegg Associates
Address: Bryer Ash Business Park, Trowbridge, Wiltshire, BA14 8HE
Contact:
Matthieu Crosnier
Telephone:
01225 541088
E-mail:
matthieu.crosnier@cleggassociates.co.uk

A11 TENDER AND CONTRACT DOCUMENTS

110 Tender drawings

The tender drawings are:

W1-1804 TENDER
W2-1804 TENDER
W3-1804 TENDER
W4-1804-TENDER
S1-1804-TENDERSITE
P2-1804-TENDERLANDSCAPE
2019-134-GA-01 P1
2019-134-GA-02 P1
2019-134-GA-03 P1
2019-134-GA-04 P1
2019-134-SK-601 P4

120 Contract drawings

The Contract Drawings: The same as the tender drawings. Including any revisions during the tender process

160 Preconstruction information

Format: The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries and other tender documents. Additional information is provided in document 1804 - PCI

A12 THE SITE/ EXISTING BUILDINGS

110 The site

Description:

Existing: Area of Trowbridge Park to north, east and west of existing bandstand. All other buildings/containers that previously occupied the site have already been removed

120 Existing buildings on/ adjacent to the site

Description:

Existing 1930's bandstand. Residential apartments to North and North East (St Georges Works and Raleigh Court respectively). Park club to west.

140 Existing utilities and services

Drawings: Refer to Utilities plan ref '1804-Utilities Plan' and proposed site plan drawings. 3 phase/single phase elec, drainage (foul and surface) and water on site

Other information:

170 Site investigation

Report: Refer to Ground investigation reports ref '1804-ground investigation report' included with tender documents.

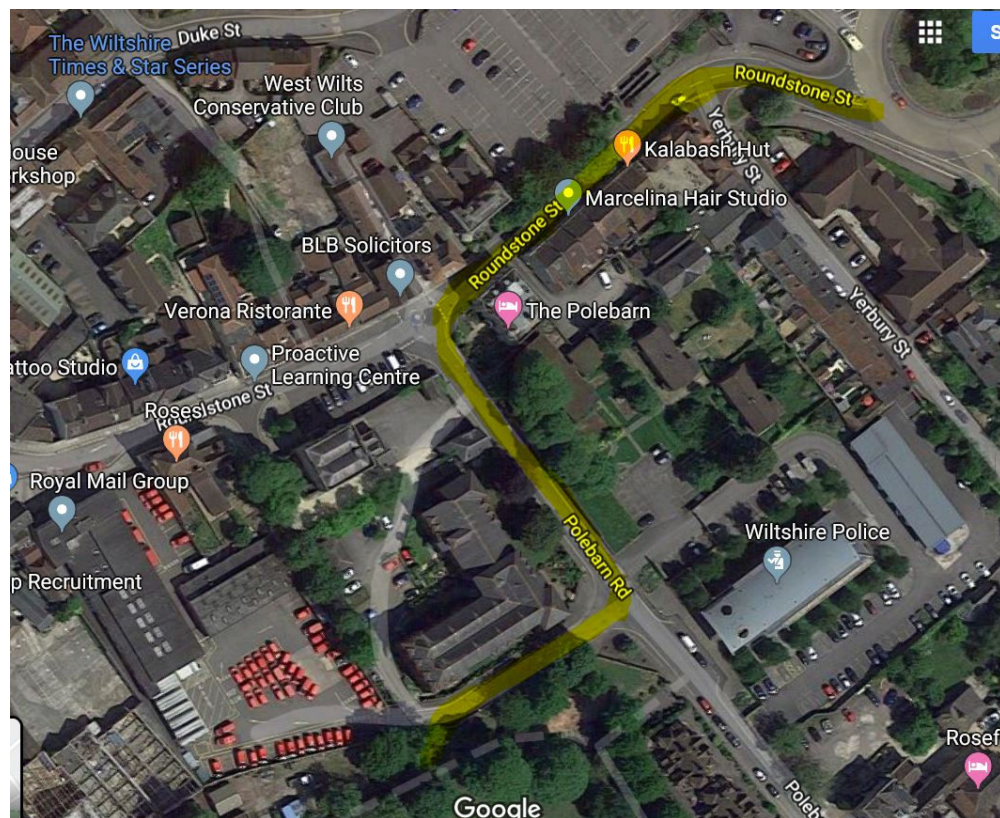
200 Access to the site

Description:

Via unnamed post office access road off Polebarn Road, Trowbridge.

Limitations:

Access shared with access to Post Office yard and car parking for Raleigh Court (residential apartments)



210 Parking

Restrictions on parking of the Contractor's and employees' vehicles:

Limited parking may be available within the construction site. Public car parks in reasonably close proximity to site. If found to be required by contractor, an additional area for car parking within the Town Park may be possible subject to agreement between the Principal Contractor and Employer (Trowbridge Town Council).

230 Surrounding land/ building uses

General: Adjacent or nearby uses or activities are as follows:

Town park to south of side which has public access at all times. Residential apartments to North and North East (St Georges Works and Raleigh Court respectively). Park club community centre to west.

240 Health and safety hazards

General: The nature and condition of the site cannot be fully and certainly ascertained

before it is opened up. However the following hazards are or may be present: asbestos, lead paint

Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.

Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

250 Site visit

Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

Arrangements for visit:

Karl Buckingham tel: 01225 765072 email: Karl.Buckingham@trowbridge.gov.uk

A13 DESCRIPTION OF THE WORK

120 The works

Description:

Erection of store (ancillary to the Town Park) and associated landscaping works to include new public garden inspired by the Trowbridge textile industry

130 Work by others concurrent with the contract

Description:

None.

140 Completion work by others prior to contract

Description:

Refurbishment of WC facilities in existing bandstand building (intended for use by Contractors during construction works). Rewiring of bandstand to include allowing for future elec connections to new storage building and contractors use of elec supply during construction. 1.8m steel palisade fencing (as indicated on drawings included with tender).

A20 RIBA DOMESTIC BUILDING CONTRACT

RIBA CONCISE BUILDING CONTRACT 2018

The Contract: The RIBA Concise Building Contract 2018.

Requirement: Allow for the obligations, services and liabilities described.

Main Items

A The Client (see clause 1)

Details: Details see clause A10/120

A The Contractor (see clause 2)

Name:

TBA

Address:

TBA

C Description of the works and site address (see clause 1.1)

Description of the works:

Erection of store (ancillary to the Town Park) and associated landscaping works to include new public garden inspired by the Trowbridge textile industry

Address:

Trowbridge Town Park, Silver Street, Trowbridge

D Contract Documents (see clause 1.1.2)

Same as tender documents – status bar will be changed to ‘Construction issue’

E Contract period (see clause 1.1.2)

Start Date:

As soon as possible- tendering contractors to propose their earliest available start date.

Date for Completion:

To be agreed- Tendering Contractors to propose their anticipated completion date.

Restrictions on working hours:

Working hours Monday to Saturday 7.30am-5pm only (unless otherwise agreed in writing with Employer and Local Planning Authority).

F Facilities (see clause 2.5)

The Contractor may use the following facilities free of charge at the Site:

Electricity, parking (within the site, or outside site if agreed with Employer) and water

G Contract Administrator (see clause 1.3)

Details:

PKA Architects

Address:

Featherbrook, Whistley Road, Potterne, Devizes, Wiltshire

Contact:

Mark Clifford

Telephone: 01380 725688

E-mail: mark@pka-architects.com

H Other appointments by the Employer (see clause 1.3)

Details: See clause A10/200.

I Consents, Fees and Charges (see clause 2.1.2)

Responsibility for obtaining and paying for regulatory and statutory consents, fees and charges:
Building Regulations - Client

J Insurance - Contractor (see clause 6)

Insurance type / amount / responsibility:
Public liability / £5m / contractor
Contractor's employers' liability / £10m / contractor
Duration: 1 year min

K Contract Price and Payment (see clause 7)

The Contract Price will be: a fixed amount
Payment certificate frequency: monthly. Note Employer has max £50,000 cap on single payments, however the Employer can make multiple payments if the agreed monthly valuation exceeds this amount.
First interim payment 1 month from start date
Interest on late payment: 5% above current Bank of England base rate

L Liquidated damages (see clause 10)

Amount per month: £1200. Note should project be completed within 1 calendar month of completion date, liquidated damages of £1200 will apply. Should project be completed within 2 calendar months of completion date, liquidated damages of £2400 will apply. 3 calendar months, £3600 etc.

M Defects fixing period (see clause 10)

Defects fixing period:
12 months

P Dispute Resolution (see clause 13)

Mediation: applies
Name of Mediator:
Nominated by the RIBA
Adjudication: applies
Name of Adjudicator
Nominated by the RIBA
Arbitration: does not apply
Appointment of Adjudicator/ Mediator/ Arbitrator:
- If no person(s) is/ are named, or the named person(s) is/ are unable/ refuses to act, the following body shall appoint the Adjudicator/ Mediator/ Arbitrator:
Royal Institute of British Architects

Optional Items

O Programme (see clause 14)

Clause: Does apply

P Contractor Design (see clause 15)

Clause: Does apply

Description: Central heating and hot water systems (in WC's).
Electrical system
Above and below ground drainage systems.

Professional indemnity insurance: £2m per claim

Q Required Specialists (see clause 16)

Clause: Does not apply

R Completion in Sections (see clause 17)

Does not apply

S1 Milestone Payments (see clause 18)

Does not apply.

S2 Payment on Practical Completion of the Works

Does not apply.

T. Client Acting as Contract Administrator (see clause 19)

Does not apply

U. Insurance Backed Guarantee (see clause 20)

Does not apply.

V New Building Warranty (see clause 21)

Does not apply

W. Evidence of Ability to Pay the Contract Price (see clause 22)

Does not apply

X. Collateral Warranty/ Third Party Rights Agreement (see clause 23)

Does not apply

Y. Public Sector Clauses (see clause 24)

Does apply

EXECUTION

The Contract: Will be executed

under hand

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 the principles of:
NBS guide to tendering for Construction projects
Arithmetical errors: Overall price is dominant.
- 160 Exclusions**
Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
Relevant parts of the work: Define those parts, stating reasons for the inability to tender.
- 170 Acceptance of tender**
Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.
Costs: No liability is accepted for any cost incurred in the preparation of any tender.
- 190 Period of validity**
Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 3 months
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.
- 220 Pricing of preliminaries**
Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries, those charges must be clearly shown against the items.
- 250 Priced documents**
Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
Measurements: Where not stated, ascertain from the drawings.
Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
Submit:
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.
- 440 Schedule of rates**
Content: Include with tender documents. Contractor may insert additional items.
Fully priced copy: submit within one week of request

500 Tender stage method statements

Method statements: Submit within one week of request

510 Alternative method tenders

General: In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.

Alternative tenders: Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.

Safety method statement: Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.

Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.

Submit: With tender

515 Alternative time tenders

General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.

Date for completion: If any such tender is accepted the date for completion inserted in the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.

520 Design documents

Scope: Include the following in the Contractor's Proposals:

- Design drawings: n/a
- Technical information: n/a

Submit: n/a

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.

590 Site Waste Management Plan

Person responsible for developing the Plan: The Contractor.

Content: Include details of:

- Principal Contractor for the purposes of the plan
- Location of the site.
- Description of the project.
- Estimated project cost.
- Types and quantities of waste that will be generated.
- Resource management options for these wastes including proposals for minimization/ reuse/ recycling.
- The use of appropriate and licensed waste management contractors.
- Record keeping procedures.
- Waste auditing protocols.

Additional requirements:

none

Submit with tender.

599 Freedom of Information

Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.

Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.

Confidentiality: Maintain at all times.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

110 Definitions

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

120 Communication

Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.

Format: In writing to the person named in clause A10/140 unless specified otherwise.

Response: Do not proceed until response has been received.

130 Products

Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.

Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

135 Site equipment

Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.

Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

140 Drawings

Definitions: To BSRIA BG 6 A design framework for building services. Design activities and drawing definitions.

CAD data: In accordance with BS 1192.

145 Contractor's choice

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

150 Contractor's Design

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

155 Submit proposals

Meaning: Submit information in response to specified requirements.

160 Terms used in specification

Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.

Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.

Supply and fix: As above, but including supply 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: Drawings 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

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 re-inspection.

Information required: Central heating and hot water design. Electrical systems. Above and below ground drainage system

- Format: PDF

- Number of copies: 1

Submit: within 1 week of request

620 As built drawings and information

Contractor designed work: Provide drawings/ information: Central heating design
Submit: within 1 week of request

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: office hours only

650 Energy rating calculation

Calculation documentation: n/a

- Number of copies:
- Deliver to:

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.

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

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: On 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): One month

310 Extensions of time

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

Details: As soon as possible submit:

- Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
- An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
- All other relevant information required.

CONTROL OF COST

420 Removal/ replacement of existing work

Extent and location: Agree before commencement.

Execution: Carry out in ways that minimize the extent of work.

440 Measurement

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

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

110 Incomplete documentation

General: Where and to the extent that products or work are not fully documented, they are to be:

- Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
- Suitable for the purposes stated or reasonably to be inferred from the project documents.

Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

120 Workmanship skills

Operatives: Appropriately skilled and experienced for the type and quality of work.

Registration: With Construction Skills Certification Scheme.

Evidence: Operatives must produce evidence of skills/ qualifications when requested.

130 Quality of products

Generally: New. (Proposals for recycled products may be considered).

Supply of each product: From the same source or manufacturer.

Whole quantity of each product required to complete the Works: Consistent in kind, size, quality and overall appearance.

Tolerances: Where critical, measure a sufficient quantity to determine compliance.

Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

135 Quality of execution

Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.

Colour batching: Do not use different colour batches where they can be seen together.

Dimensions: Check on-site dimensions.

Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.

Location and fixing of products: Adjust joints open to view so they are even and regular.

140 Compliance

Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.

Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:

- Properties tested.
- Pass/ fail criteria.
- Test methods and procedures.
- Test results.
- Identity of testing agency.
- Test dates and times.
- Identities of witnesses.
- Analysis of results.

150 Inspections

Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:

- Date of inspection.
- Part of the work inspected.
- Respects or characteristics which are approved.
- Extent and purpose of the approval.

- Any associated conditions.

160 **Related work**

Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:

- Appropriately complete.
- In accordance with the project documents.
- To a suitable standard.
- In a suitable condition to receive the new work.

Preparatory work: Ensure all necessary preparatory work has been carried out.

170 **Manufacturer's recommendations/ instructions**

General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.

Changes to recommendations or instructions: Submit details.

Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.

Agreement certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

180 **Water for the works**

Mains supply: Clean and uncontaminated.

Other: Do not use until:

- Evidence of suitability is provided.
- Tested to BS EN 1008 if instructed.

SAMPLES/ APPROVALS

210 **Samples**

Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:

- To an express approval.
- To match a sample expressly approved as a standard for the purpose.

220 **Approval of products**

Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.

Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.

Complying sample: Retain in good, clean condition on site. Remove when no longer required.

230 **Approval of execution**

Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.

Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.

Complying sample: Retain in good, clean condition on site. Remove when no longer required.

ACCURACY/ SETTING OUT GENERALLY

320 **Setting out**

General: Submit details of methods and equipment to be used in setting out the Works.

Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.

Inform: When complete and before commencing construction.

330 Appearance and fit

Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:

- Submit proposals; or
- Arrange for inspection of appearance of relevant aspects of partially finished work.

General tolerances (maximum): To BS 5606, tables 1 and 2.

340 Critical dimensions

Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.

Location: Detailed on drawings

Detailed on drawings. Sub structure and base to meet tolerances specified by ICF manufacturer

SERVICES GENERALLY

410 Services regulations

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

420 Water regulations/ byelaws notification

Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.

Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

430 Water regulations/ byelaws contractor's certificate

On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:

- The address of the premises.
- A brief description of the new installation and/ or work carried out to an existing installation.
- The Contractor's name and address.
- A statement that the installation complies with the relevant Water Regulations or Byelaws.
- The name and signature of the individual responsible for checking compliance.
- The date on which the installation was checked.

435 Electrical installation certificate

Submit: When relevant electrical work is completed.

Original certificate: To be lodged in the Building Manual.

445 Service runs

General: Provide adequate space and support for services, including unobstructed routes and fixings.

Ducts, chases and holes: Form during construction rather than cut.

Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

450 Mechanical and electrical services

Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.

Building Regulations notice: Copy to be lodged in the Building Manual.

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

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:

One week

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

540 Defects in existing work

Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.

Documented remedial work: Do not execute work which may:

- Hinder access to defective products or work; or
- Be rendered abortive by remedial work.

560 Tests and inspections

Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.

Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.

Records: Submit a copy of test certificates and retain copies on site.

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.

720 Security at completion

General: Leave the Works secure with, where appropriate, all accesses closed and locked.

Keys: Account for and adequately label all keys and hand over to Employer with itemized schedule, retaining duplicate schedule signed by Employer as a receipt.

730 Making good defects

Remedial work: Arrange access with Employer

Rectification: Give reasonable notice for access to the various parts of the Works.

Completion: Notify when remedial works have been completed.

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

110 Preconstruction information

Location: Integral with the project Preliminaries, including but not restricted to the following sections:

- Description of project: Sections A10 and A11.
- Client's consideration and management requirements: Sections A12, A13 and A36.
- Environmental restrictions and on-site risks: Section A12, A35 and A34.
- Significant design and construction hazards: Section A34.
- The Health and Safety File: Section A37.

120 Execution hazards

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

Significant hazards: The design of the project includes the following:

- Hazard: No significant hazards
- Precautions assumed: Standard precautions
- Specification reference: n/a
- Drawing reference: n/a

130 Product hazards

Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Workplace Exposure Limits.

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

Significant hazards: Specified construction materials include the following:

- Hazard: No significant hazards
- Material: n/a
- Specification reference: n/a

140 Construction phase health and safety plan

Submission: Present to the Employer/ Client no later than one week before start 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: n/a

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.

200 Mobile telephones and portable electronic equipment

Restrictions on use: No radios or music players outside

210 Employer's representatives site visits

Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.

Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

PROTECT AGAINST THE FOLLOWING

330 Noise and vibration

Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.

Noise levels from the Works: Maximum level:

n/a dB(A) when measured from

n/a

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
- do not use outside of stated working hours
- 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: Only where specified or approved, and then only suitable products listed on www.pesticides.gov.uk.

Restrictions: Work near water, drainage ditches or land drains must comply with the 'Guidelines for the use of herbicides on weeds in or near watercourses and lakes'.

Containers: Comply with manufacturer's disposal recommendations. Remove from site immediately empty or no longer required.

Competence: Operatives must hold a BASIS Certificate of Competence, or work under supervision of a Certificate holder.

360 Nuisance

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

Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

370 Asbestos containing materials

Duty: Report immediately any suspected materials discovered during execution of the Works.

- Do not disturb.
- Agree methods for safe removal or encapsulation.

371 Dangerous or hazardous substances

Duty: Report immediately suspected materials discovered during execution of the Works.

- Do not disturb.
- Agree methods for safe removal or remediation.

375 Antiquities

Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the Works.

Preservation: Keep objects in the exact position and condition in which they were found.

Special requirements:

none

380 Fire prevention

Duty: Prevent personal injury or death, and damage to the Works or other property from fire.

Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by Construction Industry Publications and The Fire Protection Association (The 'Joint Fire Code').

390 Smoking on site

Smoking on site: Not permitted.

400 Burning on site

Burning on site: Not permitted.

410 Moisture

Wetness or dampness: Prevent, where this may cause damage to the Works.

Drying out: Control humidity and the application of heat to prevent:

- Blistering and failure of adhesion.
- Damage due to trapped moisture.
- Excessive movement.

420 Infected timber/ Contaminated materials

Removal: Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.

Testing: carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne 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.

470 Invasive species

General: Prevent the spread of species (e.g. plants or animals) that may adversely affect the site or Works economically, environmentally or ecologically.

Special precautions:

none required

Duty: Report immediately any suspected invasive species discovered during execution of the Works.

- Do not disturb.

- Agree methods for safe eradication or removal.

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.

550 Retained trees

Protected area: Unless agreed otherwise do not:

- Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
- Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.
- Change level of ground within an area 3 m beyond branch spread.

555 Wildlife species and habitats

General: Safeguard the following:
none known to be present

Protected habitats and species: Upon discovery immediately advise. Do not proceed until instruction is received.

Education: Ensure employees and visitors to the site receive suitable instruction and awareness training.

560 Existing features

Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.

Special requirements: existing boundary fences, hedges and trees

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.

Reinstate in original positions.

Extent: Before work in each room starts the Employer will remove all items other than the following:

620 Adjoining property

Agreement: Access to and/ or use of the following has been agreed with adjacent owners:

Client will inform neighbours sharing access that works are to be carried out

Permission: Obtain as necessary from other 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

- 160 Use or disposal of materials**
Specific limitations: n/a

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**
Accommodation made available by the Employer: The following may be used for the duration of the Contract without charge provided that:
- It is used solely for the purposes of carrying out the Works.
 - The use to which it is put does not involve undue risk of damage.
 - Any temporary adaptations are approved by or on behalf of the Employer before being carried out.
 - It is vacated on completion of the Works or determination of the Contract.
 - When vacated, its condition is at least equivalent to its condition at the start of the Contract.
- Description:
Existing bandstand incorporating WC's, kitchenette and other rooms. Contractor to provide any other welfare facilities deemed to be required.
Available services and facilities:
Water and electricity provided.

SERVICES AND FACILITIES

- 410 Lighting**
Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.
- 440 Telephones**
Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.
- 520 Use of permanent heating system**
Permanent heating installation: May be used for drying out the Works/ services and controlling temperature and humidity levels.
Installation: If used:
- Take responsibility for operation, maintenance and remedial work.
 - Arrange supervision by and indemnification of the appropriate Subcontractors.
 - Pay costs arising.
- 550 Thermometers**
General: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.
- 570 Personal protective equipment**

General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:

- Safety helmets to BS EN 397, neither damaged nor time expired. Number required: two
- High visibility waistcoats to BS EN ISO 20471 Class 2. Number required: n/a
- Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: n/a
- Disposable respirators to BS EN 149.FFP1S.
- Eye protection to BS EN 166.
- Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2
- Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

GENERALLY

110 The building manual

Responsibility: The Contractor

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

Specific requirements:

Architects drawings will be provided for the Contractor to mark up as built

Format: paper and digital

Number of copies: one

Delivery to: Employer on Practical Completion

115 The Health and Safety File

Responsibility: the contractor

Content: Obtain and provide the following information: As necessary

Format: paper and email

Delivery to: Employer & Architect

By (date): Employer on Practical Completion

155 Content of the building manual

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

Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.

Building services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.

Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.

160 Presentation of building manual

Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.

Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.

As-built drawings: The main sets may form annexes to the Manual.

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 Management and staff

Cost significant items:
as necessary

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

110 Site accommodation

Details: Site accommodation required or made/ not made available by the Employer: See section A36.
Cost significant items:
as necessary

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

110 Services and facilities

Details: Services or facilities required or made/ not made available by the Employer: See section A36.
Cost significant items: as necessary

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

110 Mechanical plant

Cost significant items:
as necessary

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

110 Temporary works

Details: Temporary works required or made/ not made available by the Employer: See section A36.
Cost significant items:
as necessary

A50 WORK/ PRODUCTS BY/ ON BEHALF OF THE EMPLOYER

120 Products provided by/ on behalf of employer

General: Details of such products are given in the work sections, for fixing as part of the contract.
Use for no other purpose than the Works.
Handling: Accept delivery, check against receipts and take into appropriate storage.
Surplus products: Keep safe and obtain instructions.