

Houghton Regis Garden of Remembrance Preliminaries

7th May 2019

JCT370 A10 PROJECT PARTICULARS

110 THE PROJECT

- Name: Houghton Regis Garden of Remembrance Project.
- Pergola, landscaping, pathway construction.
- Location: Cemetery Road, Houghton Regis, Dunstable, Central Bedfordshire, East of England, England, LU5 5AW, United Kingdom
- Length of contract: 8 weeks.

120 EMPLOYER (CLIENT)

- Name: Houghton Regis Town Council.
- Address: Council Offices, Peel Street, Houghton Regis LU5 5EY
- Contact: Clare Evans
- Telephone: 01582 708540
- E-mail: clare.evans@houghtonregis.org.uk

150 PRINCIPAL DESIGNER

- Name: Cemetery Development Services Ltd.
- Address: Capability House, Building 31, Studio 2, Wrest Park, Silsoe, Beds. MK45 4HR.
- Contact: Justin Smith.
- Telephone: 01525 864387.
- E-mail: justinsmith@cem-dev.co.uk.

JCT370 A11 TENDER AND CONTRACT DOCUMENTS

110 TENDER DRAWINGS

- The tender drawings are:
- CDS_HRC_HRC_03 General site layout plan

120 CONTRACT DRAWINGS

- The Contract Drawings: The same as the tender drawings.

160 PRECONSTRUCTION INFORMATION

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

JCT370 A12 THE SITE / EXISTING BUILDINGS

110 THE SITE

- Description: The site is an existing cemetery. The area for development is grass with some existing graves interspersed as marked on plan

120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

- Description: There are a range of houses and industrial buildings in the vicinity.

140 EXISTING UTILITIES AND SERVICES

- Drawings: (Information shown is indicative only): The contractor will be required to search for services as part of the works however and any services damaged will need to be made good at the contractors' expense.
- Other information: A utility plan is provided. There are overhead power lines mapped directly to the south off site. Working practices in close proximity to these cables may need to be adapted to mitigate the risk of this.

160 SOILS AND GROUND WATER

- Information: Non available.

170 SITE INVESTIGATION

- Report: None available

180 HEALTH AND SAFETY FILE

- Availability for inspection: No file for the site is available as it is undeveloped at present.
- Not expected to fall under CDMC requirements
- Other documents: Designers risk assessment.
- Arrangements for inspection: Included with Tender Documents.

200 ACCESS TO THE SITE

- Description: Via entrance off Cemetery Road.
- Limitations: Gate to 3m width. Access along the Cemetery Road is limited due to residential parking and this must be considered when pricing.

210 PARKING

- Restrictions on parking of the Contractor's and employees' vehicles: Limited to site compound (yet to be determined).

220 USE OF THE SITE

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

230 SURROUNDING LAND / BUILDING USES

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

Scout hut to north of site.

240 HEALTH AND SAFETY HAZARDS

- General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However the following hazards are or may be present:
Overhead power lines, overhead telecoms cable.
- 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: The council are happy for contractors to attend site for visits, a confirmatory call should be made to Clare Evans – 01582 708540

JCT370 A13 DESCRIPTION OF THE WORK

110 PREPARATORY WORK BY OTHERS

- Works: Carried out under a separate contract and completed before the start of work on site for this Contract.
- Description: None.

120 THE WORKS

- Description: landscaping, planting, seeding, establishment of pathways, memorial areas and design features eg pergola. roadway and car park construction.

130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

- Description: None.

140 COMPLETION WORK BY OTHERS

- Description: None.

JCT370 A20 JCT MINOR WORK BUILDING CONTRACT (MW)

JCT MINOR WORKS BUILDING CONTRACT

- The Contract: JCT Minor Works Building Contract 2016 Edition.
- Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

First - THE WORKS AND THE CONTRACT ADMINISTRATOR

- The work comprises: Drainage installation (land drains and roadway gully drains), attenuation structure construction, reinstatement, landscaping, planting, seeding, re-establishment, roadway and car park construction.
- Architect/ Contract Administrator: See clause A10/140.

Second - CONTRACT DOCUMENTS

- Contract drawings: As listed in clause A11/120.
Contract documents: The following have been prepared which show and describe the work to be done: a specification and a schedule of rates.

Third - PRICED DOCUMENTS

- Documents to be priced or provided by the Contractor: Schedule of rates.

ARTICLES

3 - ARCHITECT/ CONTRACT ADMINISTRATOR

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

4 and 5 - PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

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

CONTRACT PARTICULARS

Fourth Recital and Schedule 2 - BASE DATE

- Base date: 22nd May 2019.

Fourth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)

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

Fifth Recital - CDM REGULATIONS

- The project is not notifiable.

Sixth Recital - FRAMEWORK AGREEMENT

- Framework agreement: Does not apply.
- Details:

- Date: NA.
- Title: NA.
- Parties: NA.

Seventh Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

- Collaborative working: Supplemental Provision 1 does not apply.
- Health and safety: Supplemental Provision 2 does not apply.
- Cost savings and value improvements: Supplemental Provision 3 does not apply.
- Sustainable development and environmental considerations: Supplemental Provision 4 does not apply.
- Performance indicators and monitoring: Supplemental Provision 5 does not apply.
- Notification and negotiation of disputes: Supplemental Provision 6 applies. Where Supplemental Provision 6 applies, the respective nominees of the parties are:
 - Employer's nominee: Cemetery Development Services Ltd.
 - Contractor's nominee: TO BE COMPLETED BY CONTRACTOR.
 Or such replacement as each party may notify to the other from time to time.

Article 7 - ARBITRATION

- Article 7 and Schedule 1 do not apply.

Clause 2.2 - COMMENCEMENT AND COMPLETION

- Works commencement date: TBC.
- Date for Completion: TBC.

Clause 2.8 - LIQUIDATED DAMAGES

- At the rate of £100 per calendar week or pro-rata thereto.

Clause 2.10 - RECTIFICATION PERIOD

- Period: 12 months from the date of practical completion.

Clause 4.3 - INTERIM PAYMENTS

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

Clause 4.3 and 4.8 - FLUCTUATIONS PROVISION

- The following fluctuations provision applies: No fluctuations provision applies.
- Where Schedule 2 applies, the percentage addition (paragraph 13) is NA.

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

- Period: 12 months from the date of practical completion.

Clause 5.3 - CONTRACTOR'S PUBLIC LIABILITY INSURANCE - INJURY TO PERSONS OR PROPERTY

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

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

- Clause 5.4A applies.
- Where clause 5.4A or 5.4B applies, percentage to cover professional fees: 15 per cent.
- Where clause 5.4C applies, insurance arrangements - details of the required policy or policies: NA.

Schedule 1 paragraph 2.1 - ARBITRATION

- Appointor of Arbitrator (and of any replacement): President or a Vice president of the: Chartered Institute of Arbitrators.

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

JCT PUBLIC SECTOR SUPPLEMENT

- Document: The JCT Public Sector Supplement 2016 - Fair Payment, Transparency and Building Information Modelling.
- Fair Payment provisions Apply.
- Transparency provisions Apply.
- Building information modelling provisions: Do not apply.
 - The BIM protocol NA.

EXECUTION

- The Contract: Will be executed under hand.

CONTRACT GUARANTEE BOND

- Contract Guarantee Bond: NA.

JCT370 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: Houghton Regis Town Council requirements, which are set out below:

e) Subject to additional requirements in the financial regulations of the council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:

- i. a specification for the goods, materials, services or the execution of works shall be drawn up;
- ii. an invitation to tender shall be drawn up to confirm (i) the council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
- iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate;
- iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
- v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
- vi. tenders are to be reported to and considered by the appropriate meeting of the council or a committee or sub-committee with delegated responsibility.

f) Neither the council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.

- Arithmetical errors: Pricing document 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 6 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.

250 PRICED DOCUMENTS

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

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

- Schedule of rates (unpriced): Included with the tender documents. The Contractor may insert additional items. All items must be fully priced.
- Fully priced copy: Submit with the tender.

500 TENDER STAGE METHOD STATEMENTS

- Method statements: Prepare, describing how and when the following is to be carried out: Surface cultivation, grading and re-establishment, drainage installation, roadway construction.
- Statements: Submit with the tender.

510 ALTERNATIVE METHOD TENDERS

- General: In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.
- Alternative tenders: Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.

- Safety method statement: Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
- Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.
- Submit: With tender.

530 SUBSTITUTE PRODUCTS

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

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: With the Tender.

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.

595 ENVIRONMENTAL POLICY

- Employer's Environmental Policy:
 - Location: See A11/180.
 - Evidence of compliance: Submit: With tender.
- Project Environmental Management System: Develop a system compatible with the Employer's policy.
 - Format: NA.
 - Specific Requirements: NA
 - Submit: NA.
- Supporting information: Supply as necessary, including:
 - Information: NA.
 - Format: NA.
 - Submit: NA.

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.

JCT370 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.

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 person or legal entity under whose name or trademark the particular product, component or system is marketed
 - Product reference: the proprietary brand name and/ or identifier by which the particular product, component or system is described.
- Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

200 SUBSTITUTION OF PRODUCTS

- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including:
 - manufacturer and product reference;
 - cost;
 - availability;
 - relevant standards;
 - performance;

- function;
- compatibility of accessories;
- proposed revisions to drawings and specification;
- compatibility with adjacent work;
- appearance;
- copy of warranty/ guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
- Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

210 CROSS REFERENCES

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

220 REFERENCED DOCUMENTS

- Conflicts: Specification prevails over referenced documents.

230 EQUIVALENT PRODUCTS

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

240 SUBSTITUTION OF STANDARDS

- Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.
- Before ordering: Submit notification of all such substitutions.
- Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

250 CURRENCY OF DOCUMENTS AND INFORMATION

- Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

260 SIZES

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

- Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

- Additional copies: Issued free of charge.

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

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.

JCT370 A32 MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION

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

115 CONSIDERATE CONSTRUCTORS SCHEME

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

118 VEHICLE SAFETY REQUIREMENTS

- Vehicle equipment: Ensure that all vehicles have the following:
 - Audible alert to other road users to the planned movement of the vehicle when the vehicle's indicators are in operation.
 - Prominent signage at the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
 - Properly adjusted class VI mirror/s or Fresnel lens to eliminate the near side blind spot.
 - Side under run guards.
- Driver training:
 - Drivers must be trained on vulnerable road user safety through an approved course and hold a current valid Certificate of Competence.
 - Drivers must have a valid driving licence and be legally able to drive the vehicle.
- Scheme membership: Submit evidence of registration with and accreditation to the Fleet Operator Recognition Scheme (FORS)
- Level of accreditation: Bronze.
- Submittal date: Before commencement of operations on site.

120 INSURANCE

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

130 INSURANCE CLAIMS

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

140 CLIMATIC CONDITIONS

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

150 OWNERSHIP

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

PROGRAMME / PROGRESS

210 PROGRAMME

- Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
 - Planning and mobilisation by the Contractor
 - Subcontractor's work.
 - Running in, adjustment, commissioning and testing of all engineering services and installations.
 - Work resulting from instructions issued in regard to the expenditure of provisional sums.
 - Work by others concurrent with the Contract.
- Submit one copy.

245 START OF WORK ON SITE

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

250 MONITORING

- Progress: Record on a copy of the programme kept on site.
- Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.
- Key Performance Indicators:

- Details: Cultivation, grading and re-establishment of burial area, Installation of drains and construction of paths and roadway, planting, establishment of swale.
- Performance: Record progress against each KPI.
- Corrective action: If performance falls below target, submit proposals as soon as possible.

260 SITE MEETINGS

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: Every two weeks.
- 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): Two weeks.

310 EXTENSIONS OF TIME

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

CONTROL OF COST

420 REMOVAL/ REPLACEMENT OF EXISTING WORK

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

430 PROPOSED INSTRUCTIONS

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

440 MEASUREMENT

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

470 PRODUCTS NOT INCORPORATED INTO THE WORKS

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

JCT370 A33 QUALITY STANDARDS / CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

110 INCOMPLETE DOCUMENTATION

- General: Where and to the extent that products or work are not fully documented, they are to be:
 - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
 - Suitable for the purposes stated or reasonably to be inferred from the project documents.
- Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

120 WORKMANSHIP SKILLS

- Operatives: Appropriately skilled and experienced for the type and quality of work.
- Registration: With Construction Skills Certification Scheme.
- Evidence: Operatives must produce evidence of skills/ qualifications when requested.

130 QUALITY OF PRODUCTS

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

135 QUALITY OF EXECUTION

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

140 COMPLIANCE

- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
- Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
 - Properties tested.
 - Pass/ fail criteria.

- Test methods and procedures.
- Test results.
- Identity of testing agency.
- Test dates and times.
- Identities of witnesses.
- Analysis of results.

150 INSPECTIONS

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

160 RELATED WORK

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

170 MANUFACTURER'S RECOMMENDATIONS / INSTRUCTIONS

- General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
- Changes to recommendations or instructions: Submit details.
- Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
- 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 TBC.

360 RECORD DRAWINGS

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

SERVICES GENERALLY

410 SERVICES REGULATIONS

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

420 WATER REGULATIONS / BYELAWS NOTIFICATION

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

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.

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.

SUPERVISION/ INSPECTION / DEFECTIVE WORK

525 ACCESS

- Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.
- Designate: Contract Administrator.

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 Contract Administrator.

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

JCT370 A34 SECURITY / SAFETY / PROTECTION

SECURITY, HEALTH AND SAFETY

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: Excavations.
 - Precautions assumed: Not leave unattended when open.
 - Specification reference: NA.
 - Drawing reference: NA.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer/ Client no later than 1 week prior to start.
- 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: None.

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:
None.

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: 85 dB(A) when measured from site boundary.
- 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 8.00 - 18.00.
 - 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: permitted by approval and where contractor can demonstrate appropriate certificates.

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.

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.

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: Do not bring any invasive species on site in materials or seed mixes or in any other way.
- 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: Hedges, trees ditches.
- 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: None.

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.

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.

JCT370 A35 SPECIFIC LIMITATIONS ON METHOD / SEQUENCE / TIMING

130 METHOD / SEQUENCE OF WORK

To be agreed at pre start meeting and through contractors method statements

160 USE OR DISPOSAL OF MATERIALS

- Specific limitations: All soil arisings to be disposed off site as directed by the CA.

170 WORKING HOURS

- Specific limitations: 8.00 - 18.00, Monday to Friday; 9.00 – 16.00 Saturdays. No Sunday working.
- No deliveries between 8.45 and 9.15 am and 12.15 – 12.45 pm to avoid nursery traffic on The Causeway.

JCT370 A36 FACILITIES / TEMPORARY WORK / SERVICES

GENERALLY

110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

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

ACCOMMODATION

230 TEMPORARY ACCOMMODATION

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

TEMPORARY WORKS

310 ROADS

- Permanent roads, hard standings and footpaths on the site: The following may be used, subject to clause A34/520:
 - Details: Entrance route.
 - Restrictions on use: Working hours only.
 - Protective or remedial measures: Keep clean and make good any damage.

340 NAME BOARDS / ADVERTISEMENTS

- Name boards / advertisements: Not permitted.

SERVICES AND FACILITIES

440 TELEPHONES

- Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.

JCT370 A37 OPERATION / MAINTENANCE OF THE FINISHED WORKS

GENERALLY

115 THE HEALTH AND SAFETY FILE

- Responsibility: the Principal Designer.
- Content: Obtain and provide the following information: Maintenance of piped system and soakaway. Maintenance of flow control system.
- Format: Electronic
- Delivery to: Houghton Regis Town Council By (date): handover.