

Corby Heritage Trail Pump Track Preliminaries & General Conditions

October 2020

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A10 PROJECT PARTICULARS

110 THE PROJECT

- Name: Corby Heritage Trail Pump Track.
- Nature: Cycle Track Design & Installation.
- Location: BMX Track, West Glebe Park, Cottingham Road, Corby, Northamptonshire, NN17 1SZ.
- Length of contract: 4 Weeks.

120 EMPLOYER (CLIENT)

- Name: Corby Borough Council.
- Address: The Corby Cube, Parkland Gateway, George Street, Corby, Northamptonshire, NN17 1QG.
- Contact: Liz Hudson (Leisure Manager – Healthier Lifestyles, West Glebe Park & Hazelwood).
- Telephone: 01536 204217.
- E-mail: liz.hudson@corby.gov.uk.

130A PRINCIPAL CONTRACTOR (CDM)

- Name: The Contractor.

140A CONTRACT ADMINISTRATOR

- Name: DSPM Limited.
- Address: The White House, Walton Road, Kimcote, Leicestershire, LE17 5RU.
- Contact: Gareth Davis.
- Telephone: 01455 557522.
- E-mail: dspm@garethndavis.plus.com.

150 PRINCIPAL DESIGNER

- Name: The Contractor

190 CLERK OF WORKS

- Name: DSPM Limited.
- Address: The White House, Walton Road, Kimcote, Leicestershire, LE17 5RU.
- Telephone: 01455 557522.

A11 TENDER AND CONTRACT DOCUMENTS

110 TENDER DRAWINGS

- The tender drawings are: None.

120 CONTRACT DRAWINGS

- The Contract Drawings: Contractor's Proposal.

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.

180 OTHER DOCUMENTS

- Inspection: Other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office of Corby Borough Council.
- The documents include: Corporate Policies.

A12 THE SITE/ EXISTING BUILDINGS

- 110 THE SITE
- Description: Existing BMX track in the south west corner of the municipal park.
- 120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE
- Description: West Glebe Park Pavilion.
- 140 EXISTING UTILITIES AND SERVICES
- Drawings: (Information shown is indicative only): None.
 - Other information: Street lighting cables running along opposite side of nearby cycle way.
- 160A SOILS AND GROUND WATER
- Information: Existing BMX track formed using arisings from nearby Play Area.
- 170A SITE INVESTIGATION
- Report: None.
- 180A HEALTH AND SAFETY FILE
- None Available.
- 200 ACCESS TO THE SITE
- Description: Access to the site via West Glebe Park Pavilion access road off Cottingham Road.
 - Limitations: Locking height restriction barrier (key shall be provided)
- 210 PARKING
- Restrictions on parking of the Contractor's and employees' vehicles:
 - Grass area adjacent to BMX track (to be protected or reinstated upon completion)
 - West Glebe Park Pavilion Car Park (weight limit due to underground attenuation tanks)
- 220 USE OF THE SITE
- General: Do not use the site for any purpose other than carrying out the Works.
 - Limitations: None.
- 230 SURROUNDING LAND/ BUILDING USES
- General: Adjacent or nearby uses or activities are as follows:
 - Public Open Space
 - Play Area
 - Recreational Facilities.
- 240 HEALTH AND SAFETY HAZARDS
- General: The nature and condition of the site / structures cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:
 - Underground Services.
 - Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
 - 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: Not necessary as site is accessible to the public.

A13 DESCRIPTION OF THE WORK

110 PREPARATORY WORK BY OTHERS

- Works: Original BMX Track.

120 THE WORKS

1.1. • Description:

- Design & construct a new modern bitumen macadam surfaced Pump Track, incorporating earthworks from the existing BMX Track, within the new designated “footprint” of 45m x 25m and including all associated works.

130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

- Description: None.

140 COMPLETION WORK BY OTHERS

- Description: None.

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

JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN

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

THE RECITALS

FIRST - THE WORKS AND THE CONTRACT ADMINISTRATOR

- The work comprises: Design & construct a new modern bitumen macadam surfaced Pump Track from the existing BMX Track at West Glebe Park, Cottingham Road, Corby, Northamptonshire, NN17 1SZ.
- Contract Administrator: See clause A10/140A.

Second - CONTRACTOR'S DESIGNED PORTION

- The Works include the design and construction of:
 - The Works.

Third - 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 – Specification.

Fourth - PRICED DOCUMENTS

- Documents to be priced or provided by the Contractor: Document 4 – Tender Response Document.

ARTICLES

3 - CONTRACT ADMINISTRATOR

- Contract Administrator: See clause A10/140A.

4 and 5 - PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

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

CONTRACT PARTICULARS

Fifth Recital and Schedule 2 - BASE DATE

- Base date: Ten days prior to Tender Submission Date.

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

- Employer at base date is a 'contractor' for the purposes of the CIS.

Sixth Recital - CDM REGULATIONS

- The project is not notifiable.

SEVENTH RECITAL - FRAMEWORK AGREEMENT

- Framework agreement: Does not apply.

Eighth Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

- Collaborative working: Supplemental Provision 1 applies.
- Health and safety: Supplemental Provision 2 applies.
- Cost savings and value improvements: Supplemental Provision 3 applies.
- Sustainable development and environmental considerations: Supplemental Provision 4 applies.
- 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: Liz Hudson
- Contractor's nominee: TBC

Or such replacement as each party may notify to the other from time to time.

Article 7 - ARBITRATION

- Article 7 and Schedule 1 apply.

Clause 2.3 - COMMENCEMENT AND COMPLETION

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

Clause 2.9 - LIQUIDATED DAMAGES

- At the rate of £250 per calendar week or pro-rata thereto.

Clause 2.11 - 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: One Month after Commencement or Practical Completion, whichever is the sooner
 - Thereafter at intervals of: One Month.
- Payments due prior to Practical Completion:
 - Percentage of total value of the work etc.: 95 per cent.
- Payments becoming due on or after Practical Completion:
 - Percentage of the total amount to be paid: 97½ per cent.

CLAUSE 4.3 AND 4.8 - FLUCTUATIONS PROVISION

- The following fluctuations provision applies: No fluctuations provision applies.

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

- Period: At 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: £5m.

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: Not Applicable.

Clause 7.2 - ADJUDICATION

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

Schedule 1 paragraph 2.1 - ARBITRATION

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

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.4 - RECKONING PERIODS OF DAYS

- Amendments: None.

1.8 - APPLICABLE LAW

- Amendments: None.

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

EXECUTION

- The Contract: Will be executed under Deed.

CONTRACT GUARANTEE BOND

- Contract Guarantee Bond: Not Applicable.

JCT PUBLIC SECTOR SUPPLEMENT

- Document: The JCT Public Sector Supplement 2011 - Fair Payment, Transparency and Building Information Modelling.
- Fair Payment provisions Apply.
- Transparency provisions Apply.
- Building information modelling provisions Do not apply.

A30 TENDERING/ SUBLETTING/ SUPPLY

MAIN CONTRACT TENDERING

110 SCOPE

- General: These conditions are supplementary to those stated in the Tender Documents.

145 TENDERING PROCEDURE

- General: In accordance with the principles of: Single Stage Tendering.
- Arithmetical errors: The 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 120 Days.
- 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 site.
- 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.

440A PRICING SCHEDULE

- Pricing Schedule (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.

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:
 - Technical Details / Drawings, confirming;
 - Formation of Features, including;
 - Method of Construction
 - Type of Geo-Reinforcement
 - Formation of Surface Tread, including;
 - Method of Construction
 - Type & Thickness of Layers
 - Shoulder Edging Detail
 - Track Markings
 - Drainage Design
 - Other Design Details
 - Benches
 - Sign
 - Landscaping
 - Planning Application
 - New Proposal in Plan & Elevations (to scale)
 - Consultation
 - A1 Colour illustration in plan, elevation(s) & perspective
 - Technical information: As Required.
- Submit:
 - With tender (in PDF format)
 - Bids that are deemed "suitable" will be required to provide their Consultation Drawing in a laminated A1 format within one week of request.

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 organization 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 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, including Covid-19 and social distancing.
 - 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.

595A ENVIRONMENTAL POLICY

- Environmental Policy:
 - Location: See A11/180.
 - Evidence of compliance: Submit: with tender.
- Project Environmental Management System: Develop a system compatible with the Environmental Policy.

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

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.
- Re-fix: 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: Not applicable.

440 DIMENSIONS

- Scaled dimensions: Not applicable.

450 MEASURED QUANTITIES

- Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.
- Precedence: Not applicable.

460 THE SPECIFICATION

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

DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS**600A CONTRACTOR'S DESIGN INFORMATION**

- General: Complete the design and detailing of the Works as specified.
- Provide:
 - Production Information based on the Specification.
 - Master Programme,
- Information required: See A30 / 520.
 - Format: See A30 / 520.
 - Number of copies: One.
- Submit: See A30 / 520.

620 AS BUILT DRAWINGS AND INFORMATION

- Contractor designed work: Provide drawings/ information:
 - The Works.
- Submit: At Completion.

630 TECHNICAL LITERATURE

- Information: Keep on site for reference by all supervisory personnel:
 - Manufacturers' current literature relating to all products to be used in the Works.
- Relevant British, EN or ISO Standards.

640 MAINTENANCE INSTRUCTIONS AND GUARANTEES

- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- Information location: Health & Safety File.
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: office hours only.

A32 MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION

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

120 INSURANCE

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

125 PROFESSIONAL INDEMNITY INSURANCE

- Provide and maintain insurance in respect of Contractor Designed Works:
 - Level of cover: Relates to claims or series of claims arising out of one event.
 - Period of insurance for these purposes: one year.
- Amount of indemnity required: £100K.
- Limit of cover for pollution/ contamination claims (If none is stated, the required level of cover shall be the full amount of the indemnity cover stated): £100K.
- Expiry of required period of CDP Professional Indemnity insurance: twelve years (If no period is selected, the expiry date shall be 12 years from the date of Practical Completion of the Works).
- Documentary evidence: Submit details before starting work on site and/ or policies and receipts for the insurances required.
 - Format: PDF.

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.

245 START OF WORK ON SITE

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

250A 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.

260 SITE MEETINGS

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: Weekly.
- 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.

280 PHOTOGRAPHS

- Number of locations: Four.
- Frequency of intervals: Weekly.
- Image format: JPEG.
- Number of images from each location: One.
- Other requirements: None

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 Week.

310 EXTENSIONS OF TIME

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

CONTROL OF COST**420 REMOVAL/ REPLACEMENT OF EXISTING WORK**

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

430 PROPOSED INSTRUCTIONS

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

440 MEASUREMENT

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

450 DAYWORK VOUCHERS

- Before commencing work: Give reasonable notice to person countersigning daywork vouchers.
- Content: Before delivery each voucher must be:
 - Referenced to the instruction under which the work is authorised.
 - Signed by the Contractor's person in charge as evidence that the operatives' names, the time daily spent by each and the equipment and products employed are correct.
- Submit: By the end of the week in which the work has been executed.

470 PRODUCTS NOT INCORPORATED INTO THE WORKS

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

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

110 INCOMPLETE DOCUMENTATION

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

120 WORKMANSHIP SKILLS

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

130 QUALITY OF PRODUCTS

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

135 QUALITY OF EXECUTION

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

140 COMPLIANCE

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

150 INSPECTIONS

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

160 RELATED WORK

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

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

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

180 WATER FOR THE WORKS

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

SAMPLES/ APPROVALS**210 SAMPLES**

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

220 APPROVAL OF PRODUCTS

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

230 APPROVAL OF EXECUTION

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

ACCURACY/ SETTING OUT GENERALLY**320 SETTING OUT**

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

330 APPEARANCE AND FIT

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

340 CRITICAL DIMENSIONS

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

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.

SUPERVISION/ INSPECTION/ DEFECTIVE WORK**525 ACCESS**

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

530 OVERTIME WORKING

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
 - Minimum period of notice: One day.
- 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.

720A SECURITY AT COMPLETION

- General: Leave the Works secure until Handover.

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

120A EXECUTION HAZARDS

- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: The design of the project includes the following:
 - Hazard: Underground Services.Precautions assumed: Check Utility Information / CAT Scan.

130A PRODUCT HAZARDS

- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Workplace Exposure Limits.
- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: Specified construction materials include the following:
 - Hazard: None.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer/ Client no later than two weeks before Commencement onsite.
- 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: Scheduling of work vulnerable to vandalism.

160 STABILITY

- Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.
- Design loads: Obtain details, support as necessary and prevent overloading.

170 OCCUPIED PREMISES

- Extent: Existing buildings will be occupied and/ or used during the Contract as follows: Sports pavilion.
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.

200 MOBILE TELEPHONES AND PORTABLE ELECTRONIC EQUIPMENT

- Restrictions on use:
 - None.

210 SAFETY PROVISIONS FOR SITE VISITS

- Safety: Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- Protective clothing and/ or equipment: Provide and maintain on site for 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 5pm to 9am.
 - 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.

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 POWDER 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.
- 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: Great Crested Newts.

- 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.

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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 oversteering of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.
- Standard: Comply with BS 5975 and BS EN 12812.

640 MATERIALS FOR RECYCLING/ REUSE

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

A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING**130 METHOD/ SEQUENCE OF WORK**

- Specific Limitations: Include the following in the programme:
 - Avoid vulnerable aspects of work late in the day or just before the weekend, to reduce the possibility of vandalism.

160 USE OR DISPOSAL OF MATERIALS

- Specific limitations: Re-use arisings from existing BMX Track.

170 WORKING HOURS

- Specific limitations:
 - Mon to Fri: 8am to 6pm
 - Sat: 8am to 1pm
 - Sun & Bank Holidays: Prohibited.

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

120A EXISTING FACILITIES

The only nearby facility (West Glebe Park Sports Pavilion) is only open sporadically, when the community rooms are being hired out and so while the Employer is content for the Contractor to use this welfare facilities when its open, the Contractor should not rely on this facility and should make their own arrangements. Neither power nor water is available for the Works.

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.

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.

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/ Client, 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: Two.
 - Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: None.
 - 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

115 THE HEALTH AND SAFETY FILE

- Responsibility: the Contractor.
- Content: Obtain and provide the following information:
 - a brief description of the work carried out;
 - any hazards that have not been eliminated through the design and construction processes, and how they have been addressed
 - key structural principles (e.g. slope angles, geo-reinforcement, formation build-up, etc.);
 - hazardous materials used (e.g. special coatings);
 - information regarding future repairs & maintenance;
 - health and safety information about equipment provided for cleaning or maintaining the Facility, if applicable;
 - the nature, location and markings of significant services, including underground cables; etc;
 - information and as-built drawings of the facility.
- Format: Memory Stick
- Copies: Three
- Delivery to: Contract Administrator By: Completion.

A50 WORK/ PRODUCTS BY/ ON BEHALF OF THE EMPLOYER

- 110 WORK BY/ ON BEHALF OF EMPLOYER
- Title: None.

A54 PROVISIONAL WORK/ ITEMS

- 590 CONTINGENCIES
- Provisional sum: None.