

Great Sankey Parish Council – Drainage improvement works at Parish Playing Field

Dec 2022

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| **Appendix No.** | **Title** | **Page** |
| A10 A11 A12 A13 A20 A30 A31 A32 A33 A34 A35 A36 A37 | PROJECT PARTICULARSTENDER AND CONTRACT DOCUMENTS THE SITE/ EXISTING BUILDINGS DESCRIPTION OF THE WORKJCT MINOR WORK BUILDING CONTRACT (MW) TENDERING/ SUBLETTING/ SUPPLYPROVISION, CONTENT AND USE OF DOCUMENTS MANAGEMENT OF THE WORKSQUALITY STANDARDS/ CONTROL SECURITY/ SAFETY/ PROTECTIONSPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMINGFACILITIES/ TEMPORARY WORK/ SERVICES OPERATION/ MAINTENANCE OF THE FINISHED WORKS | 123671115192329353637 |

## A10 PROJECT PARTICULARS 110 THE PROJECT

Name: Drainage of Parish Playing Fields.

Nature: Improvement of pitch drainage conditions through the installation of a primary and secondary drainage system including flow attenuation structures and an outfall into Sankey Brook.

Location: off Lingley Green Avenue, Great Sankey, Cheshire, WA5 3AA. Grid Reference 355823, 389460, what3words Pass.Patio.Planet.

Length of contract: 5 weeks excluding grow-in. 120 EMPLOYER (CLIENT)

Name: Great Sankey Parish Council.

Address: Great Sankey Parish Council, Lonsdale Close, Great Sankey, Warrington, WA5 3UA.

Contact: Karen Carter (Clerk to the Council) Telephone: 01925 712279

Email: pc@gs-pc.net

## 140 ARCHITECT/ CONTRACT ADMINISTRATOR

Name: The Grounds Management Association. Address: Walker Avenue, Milton Keynes MK12 5TW. Contact: Alex Vickers.

Telephone: 07593 256341.

E-mail: jlawvickers@hotmail.com

## A11 TENDER AND CONTRACT DOCUMENTS 110 TENDER DRAWINGS

The tender drawings are: GMA 0930.34-1 –Drainage Design. 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.

## A12 THE SITE/ EXISTING BUILDINGS 110 THE SITE

Description: The site is an existing playing field which is used for winter sports by local clubs and the adjacent school. The site bounded by a fence on all sides and has the school playing field running along the eastern boundary. There is access to the site from Lingley Green Avenue. The site has no buildings within it and has a tarmac access road and small parking area which could be used as the site compound.

# Part of the site (the western and south western edges) is within the active floodplain of Sankey Brook and is prone to flooding. Flood warnings must be obeyed. No equipment or materials should be stored within the active floodplain.

## 120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

Description: None.

## 140 EXISTING UTILITIES AND SERVICES

Drawings: There is a surface water drain that runs through the centre of the site, with an associated inspection chamber located in the centre of the site. Service maps may be available to the contractor **but it remains the responsibility of the contractor to identify and locate all services within the works area ahead of works commencing.** An allowance had been made in the preliminaries to cover this cost.

Other information: **Contractor to carry out search and confirm with Client.**

## 160 SOILS AND GROUND WATER

Information: The soils are clay dominated and classed as either Clay Loam or Clay throughout the development area. The soils must not be worked when too wet and care will be needed to minimise the risk of shrinkage damage to surface levels during the installation of the drains.

## 170 SITE INVESTIGATION

Report: Included in the tender documents with costings removed. 180 HEALTH AND SAFETY FILE

Availability for inspection: The Designers Risk Assessment will be sent with the contract documents. Once a contractor is appointed they will be expected to produce a Pre-Construction Phase Health and Safety Plan and a Construction Phase Health and Safety Plan. It is not anticipated that this work will be notifiable.

Other documents: None.

Arrangements for inspection: To be confirmed.

## 200 ACCESS TO THE SITE

Description: Via the main site entrance from Lingley Green Avenue.

Limitations: Access is restricted to 3.8 m. Lingley Green Avenue is a busy residential road with a school at one end. Care with deliveries of equipment and materials must be taken along this route. Deliveries should not take place during school drop-off and collection times (8.15am – 9.15 am, 12.15 – 1.15 pm and 3.00 – 4.00 pm Mon – Fri; all times subject to confirmation with local schools). Vehicles should leave the site only by turning left and likewise there should be no right turns into the site, with vehicles using the roundabouts at either end of the road to enable this.

## 210 PARKING

Restrictions on parking of the Contractor's and employees' vehicles: Within site compound only.

## 220 USE OF THE SITE

General: Do not use the site for any purpose other than carrying out the Works. Limitations: To specified works only.

## 230 SURROUNDING LAND/ BUILDING USES

General: Adjacent or nearby uses or activities are as follows: - Access road to site, site entrance, playing fields car park, school, school playing field, public footpaths.

## 240 HEALTH AND SAFETY HAZARDS

General: The nature and condition of the site cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present: -

The site assessment revealed no made ground but should any material that is suspected to be contaminatory be uncovered the Client and CA must be informed immediately and all works suspended.

Other services may be present and it is the responsibility of the contractor to check and confirm the presence or otherwise of any services. The works area has semi - open public access at present. Access routes onto the working area and the site compound shall be sited to isolate the works from the public and minimise interference with other site users. The work areas shall be fenced off with Herras fencing as required. All vehicle movements and deliveries into and out of site must be directed by a Banksman. The access road and Lingley Green Avenue must be kept clean at all times.

# The site is unsecure. Contractors must take this into account when pricing as maintaining security of equipment may be challenging.

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: Contact Karen Carter by email at: pc@gs-pc.net

## A13 DESCRIPTION OF THE WORK 120 THE WORKS

Description: Locate underground services and carry out test digs to prove depth to the services where new drains will be installed over these services. Mark out development area within the site. Install a piped and secondary drainage system, detention basin and connection to existing outfall chamber / stream. Remove arisings to the easement area and shape. Supply and spread sports sand top-dressing material. Seeding, establishment, reinstate haul route and easement areas and seed, maintenance to handover including temporary irrigation.

## 130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

Description: None.

## 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 works comprise:

Locate underground services and carry out test digs to prove depth to the services where new drains will be installed over these services. Mark out development area within the site. Install a piped and secondary drainage system, detention basin and connection to existing outfall chamber / stream. Remove arisings to the easement area and shape. Supply and spread sports sand top-dressing material. Seeding, establishment, reinstate haul route and easement areas and seed, maintenance to handover including temporary irrigation.

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. THE ARTICLES

## 3 - ARCHITECT/ CONTRACT ADMINISTRATOR

Architect/ Contract Administrator: See clause A10/140.

4 and 5 - CDM COORDINATOR/ PRINCIPAL CONTRACTOR

Articles 4 and 5 will be deleted CONTRACT PARTICULARS

Fourth Recital and Schedule 2 - BASE DATE Base dates: TBC.

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: Not applicable. - Title: Not applicable. - Parties: Not applicable. Seventh Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

Collaborative working: Paragraph 1 applies. Health and safety: Paragraph 2 applies.

Cost savings and value improvements: Paragraph 3 applies.

Sustainable development and environmental considerations: Paragraph 4 applies. Performance indicators and monitoring: Paragraph 5 applies.

Notification and negotiation of disputes: Paragraph 6 applies. Where paragraph 6 applies, the respective nominees of the parties are: -

Employer's nominee: Alex Vickers. - 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 1.1 - CDM PLANNING PERIOD

Shall mean the period of 2 weeks ending on the date of possession. Clause 2.2 - COMMENCEMENT AND COMPLETION

Date for Commencement of the Works: To be confirmed. Date for Completion: To be agreed.

Clause 2.8 - LIQUIDATED DAMAGES

At the rate of £100.00 per calendar week or pro-rata thereto. Clause 2.10 - RECTIFICATION PERIOD

Period: 12 months from the date of practical completion.

Clause 4.3 - PERCENTAGE OF THE TOTAL VALUE OF THE WORK ETC.

Percentage: 60 per cent.

Clause 4.4 - PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE CONTRACTOR

Percentage: 97.5 per cent.

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

Period: 12 months from the date of practical completion.

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

Schedule 2 (Fluctuations Option) applies. Percentage addition: 5 per cent.

Clause 5.3.2 - CONTRACTOR'S INSURANCE - INJURY TO PERSONS OR PROPERTY

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

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

Clause 5.4A (**Works insurance by Contractor in Joint Names**) applies.

Clauses 5.4A.1 and 5.4B.1.2 - PERCENTAGE TO COVER PROFESSIONAL FEES

Addition: 15 per cent.

Clause 7.2 - ADJUDICATION

The Adjudicator is: TBC.

Nominating body: Chartered Institute of Arbitrators. 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

1.4 - RECKONING PERIODS OF DAYS

Amendments: 10 days.

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.

## A30 TENDERING/ SUBLETTING/ SUPPLY MAIN CONTRACT TENDERING

110 SCOPE

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

## 145 TENDERING PROCEDURE

General: In accordance with NBS Guide to Tendering for Construction Projects. Errors: Alternative 2 is to apply.

## 160 EXCLUSIONS

Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.

Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

## 170 ACCEPTANCE OF TENDER

Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.

Costs: No liability is accepted for any cost incurred in the preparation of any tender. 190 PERIOD OF VALIDITY

Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 3 months.

Date for possession/ commencement: See section A20. PRICING/ SUBMISSION OF DOCUMENTS

## 210 PRELIMINARIES IN THE SPECIFICATION

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

## 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. 530 SUBSTITUTE PRODUCTS

Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.

Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

## 550 HEALTH AND SAFETY INFORMATION

Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.

Include: - A copy of the contractor's health and safety policy document, including risk assessment procedures.

Accident and sickness records for the past five years.

Records of previous Health and Safety Executive enforcement action. Records of training and training policy.

The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

Submit: Within one week of request.

## 570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

Content: Submit the following information within one week of request: -

Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.

Details of the management structure and responsibilities. Arrangements for issuing health and safety directions.

Procedures for informing other contractors and employees of health and safety hazards.

Selection procedures for ensuring competency of other contractors, the self-employed and designers.

Procedures for communications between the project team, other contractors and site operatives.

Arrangements for cooperation and coordination between contractors.

Procedures for carrying out risk assessment and for managing and controlling the risk. Emergency procedures including those for fire prevention and escape.

Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.

Arrangements for welfare facilities.

Procedures for ensuring that all persons on site have received relevant health and safety information and training.

Arrangements for consulting with and taking the views of people on site.

Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.

Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.

Review procedures to obtain feedback. 590 SITE WASTE MANAGEMENT PLAN

Person responsible for developing the Plan: The Contractor. Content: Include details of: -

Principal Contractor for the purposes of the regulations. Location of the site.

Description of the project. Estimated project cost.

Types and quantities of waste that will be generated.

Resource management options for these wastes including proposals for minimization/ reuse/ recycling.

The use of appropriate and licensed waste management contractors. Record keeping procedures.

Waste auditing protocols. Additional requirements: None. Submit with tender.

## 599 FREEDOM OF INFORMATION

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

Determination: Submit requests received. Do not supply information outside the project participants without express written permission.

Confidentiality: Maintain at all times.

## A31 PROVISION, CONTENT AND USE OF DOCUMENTS DEFINITIONS AND INTERPRETATIONS

110 DEFINITIONS

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

## 120 COMMUNICATION

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

Format: In writing to the person named in clause A10/140 unless specified otherwise. Response: Do not proceed until response has been received.

## 130 PRODUCTS

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

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

## 135 SITE EQUIPMENT

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

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

## 140 DRAWINGS

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

CAD data: In accordance with BS 1192. 145 CONTRACTOR'S CHOICE

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

## 155 SUBMIT PROPOSALS

Meaning: Submit information in response to specified requirements. 160 TERMS USED IN SPECIFICATION

Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials.

Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.

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

Supply and fix: As above, but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.

Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.

Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.

Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.

Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.

Refix: Fix removed products.

Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.

Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.

System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

## 170 MANUFACTURER AND PRODUCT REFERENCE

Definition: When used in this combination: - Manufacturer: The firm under whose name the particular product is marketed.

Product reference: The proprietary brand name and/ or reference by which the particular product is identified.

Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

## 200 SUBSTITUTION OF PRODUCTS

Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.

Reasons: Submit reasons for the proposed substitution.

Documentation: Submit relevant information, including: - manufacturer and product reference, cost, availability, relevant standards, performance, function, compatibility of

accessories, proposed revisions to drawings and specification, compatibility with adjacent work, appearance, copy of warranty/ guarantee.

Alterations to adjacent work: If needed, advise scope, nature and cost.

Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

## 210 CROSS REFERENCES

Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.

Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.

Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.

Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions. 220 REFERENCED DOCUMENTS

Conflicts: Specification prevails over referenced documents. 230 EQUIVALENT PRODUCTS

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

## 240 SUBSTITUTION OF STANDARDS

Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.

Before ordering: Submit notification of all such substitutions.

Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

## 250 CURRENCY OF DOCUMENTS

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.

## 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](http://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 FREIGHT VEHICLE SAFETY REQUIREMENTS

Vehicle equipment: Ensure that all freight 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.

Registration Scheme membership: Submit evidence of registration with and accreditation to the Freight Operator Registration 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 rainfall in mm.

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 one week.

## 260 SITE MEETINGS

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

Frequency: Every two - three 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. 280 PHOTOGRAPHS

Number of locations: Site entrance, car park, entrance to playing fields, site compound area.

Frequency of intervals: At start and end of works. 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. 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.

## 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 GMA 0930.34-1 –Drainage Design. 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.

## 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.

## 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: Use of tractors, trenchers and other machines, open trenches and holes.

Precautions assumed: Fencing, use of banksman, closing footpaths, filling trenches and holes as soon as practical. -

Specification reference: Specification for these works. Drawing reference: GMA 0930.34-1 –Drainage Design. 130 PRODUCT HAZARDS

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

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

Significant hazards: Specified construction materials include the following: - Non- identified.

## 140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

Submission: Present to the Employer/ Client no later than 1 week before 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 SECURITIES

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 STABILITIES

Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.

Design loads: Obtain details, support as necessary and prevent overloading. 200 MOBILE TELEPHONES AND PORTABLE ELECTRONIC EQUIPMENT

Restrictions on use: - No loud radios or music.

## 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 10 m away.

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 between 6.00 pm and 8.00 am.

Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

## 340 POLLUTIONS

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.](http://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 NUISANCES

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 the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').

## 400 BURNING ON SITE

Burning on site: Not permitted. 430 WASTES

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. 460 POWER ACTUATED FIXING SYSTEMS

Use: Not permitted.

## 470 INVASIVE SPECIES

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

Special precautions: None.

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: Mature trees that run along the western and southern boundaries of the site.

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.

## A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING 170 WORKING HOURS

Specific limitations: No site work between 6.00 pm and 8.00 am Monday to Friday, before 9.00 am and after 4.00 pm on Saturday. No working on Sundays.

## 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: Site access road via Lingley Green Avenue. Restrictions on use: Not outside working hours.

Protective or remedial measures: Clean to ensure no mud is found on road from the works.

## 320 TEMPORARY WORKS

Employer's specific requirements: Provide: Herras type fencing needed to protect working parts of site from access from adjacent paths, grassland and roadways.

## 340 NAME BOARDS/ ADVERTISEMENTS

Name boards/ advertisements: Not permitted.

## A37 OPERATION/MAINTENANCE OF THE FINISHED WORKS GENERALLY

115 THE HEALTH AND SAFETY FILE

Responsibility: the contractor.

Content: Obtain and provide the following information: Description of works, residual hazards.

Format: Electronic

Delivery to: Client By (date): Practical completion.