

PRELIMINARIES

1.1 PROJECT PARTICULARS

PROJECT PARTICULARS

Name, nature and location of project

1. The Works comprise the extension, alterations to and refurbishment of the existing Bat & Ball Station building on Bat & Ball Road, Sevenoaks, in Kent.
2. The Works will require certain elements to be designed under Contractor Designed Portions.

Length of contract

3. The works on site are expected to be completed within 6 months, albeit that the Contractor is to base his tender on his own assessment of the on-site period required.

Name, addresses and points of contact of Employer and Consultants

Employer / Project Manager

4. Sevenoaks Town Council
Sevenoaks Town Council
Council Offices
Bradbourne Vale Road
Sevenoaks, Kent TN13 3QG

Contact: Chief Executive / Town Clerk: Linda Larter
Telephone: 01732 459953
Mobile:
E-mail: townclerk@sevenoakstown.gov.uk

Architect

5. Theis + Khan
11-13 Lonsdale Gardens
Tunbridge Wells
Kent TN1 1NU

Contact: Soraya Khan
Telephone: +44 (0)1892 518094
Mobile:
E-mail: soraya.khan@theisandkhan.com

Quantity Surveyor and Principal Designer

6. Wicksteeds Consultants LLP
1 Gemini Court
42A Throwley Way
Sutton
Surrey
SM1 4AF

Contact: Andrew Venn
Telephone: 020 8661 1831
E-mail: AndrewVenn@Wicksteeds.co.uk

Structural Engineer

7.

Price & Myers
Structural Engineer

37 Alfred Place
London WC1E 7DP

Contact: Gareth Reilly
Telephone: 020 7631 5128
Mobile:
E-mail: greilly@pricemyers.com

Mechanical Services Engineer

8.

Max Fordham
42-43 Gloucester Crescent
London
NW1 7PE

Contact: Neil Smith
Telephone: +44 (0) 20 7267 5161
Mobile:
E-mail: n.smith@maxfordham.com

1.2 DRAWINGS

DRAWINGS

List of drawings from which the Specification and Bills of Quantities was prepared

9. Architect's drawings:1084-[see drawing schedule for latest revision]

Existing plans, elevations and sections

000	site location plan
001	site plan
010	ground floor plan
011	roof plan
012	trial pit location plan
020	elevations
030	sections
031	sections

Proposed plans, elevations and sections

101	site plan
110	ground floor plan
111	roof plan
112	floor finishes
113	reflected ceiling plan
114	m and e plan
120	elevations
130	section AA
131	section BB
132	section CC and DD
133	section EE and FF
134	section GG

Proposed room elevations

301	booking hall
302	luggage room
303	café
304	kitchen
305	accessible toilet
306	male toilet
307	staff toilet
308	toilet lobby
309	female toilet
310	accessible toilet 2

Proposed demolitions

351	booking hall
352	luggage room
353	café
354	kitchen
355	wc
356	female wc

Proposed door and window schedules

410	Proposed external door schedule 1
411	Proposed external door schedule 2
412	proposed window schedule 1
413	proposed window schedule 2
414	proposed internal window schedule
415	proposed internal door schedule 1
416	proposed internal door schedule 2

417	proposed internal door schedule 3
420	courtyard section typical details
421	courtyard section typical details
423	typical details
Joinery	
440	jg1-1
441	jg1-1
442	jg1-1
443	jg03-01
444	jg2-1
445	jg2-2
447	jg3-1
448	jg3-1
470	jg3-1
471	jg3-1
473	jg3-2
474	jg3-3
Proposed schedules	
501	Sanitaryware
504	Station fitted furniture
510	Ironmongery
SK_170705	Ground floor plan
10.	Structural Engineer's drawings: <ul style="list-style-type: none"> • Ground floor plan and general notes - 24262-sk24 • Roof plan - 24262-sk25 • Typical details - 24262-sk26 • Foul water drainage layout - 24262-CIV-04 • Typical drainage details - 24262-CIV-05
11.	Mechanical and Electrical Services Engineers' drawings: 6021/ <ul style="list-style-type: none"> • A[1]100 existing & proposed incoming services • R[1]100 above ground drainage ground floor layout • S[1]100 domestic water services ground floor layout • T[1]100 LTHW layout ground floor • T[1]200 low temperature hot water schematic • U[10]100 ventilation layout ground floor • U[10]200 ventilation schematic • V[21]100 lighting layout ground floor • V[22]100 power & data service & LV distribution ground floor • W[50]100 fire & smoke detection ground floor • Z{1}100 plantroom layout • • T[--]500 Schedule of Mechanical Equipment • T[31]500 Schedule of Radiators • U[10]501 Schedule of Fans • U[10]502 Schedule of Grilles • Z[--]600 Services Design Criteria • V21-500 Schedule of Light Fittings • Y[6-]501 Schedule of Cable Types • Y[6-]501 Schedule of Small Power Accessories • A[64]500 Testing and Commissioning • V[20]500 Schedule of Distribution Equipment • V[20]550 Panel Board Schedule • V[20]601 DB Schedule Station • V[20]602 DB Schedule Kitchen

OTHER DOCUMENTS

List of other documents from which the Bills of Quantities have been prepared

12. Architect's NBS specifications
13. Structural Engineer's NBS Specifications
 - Structural Specification 24262-Spec
 - Below-ground drainage specification – 24262-R12
14. Services Engineer's specifications
 - Mechanical Scope of Works Revision 2
 - V[20] 200 Stage 4 draft and Tender
 - Electrical Building Services Specification
 - Mechanical Building Services Installation

List of drawings and other documents not listed above forming part of the Contract Documents

15. Mechanical Engineers' General Engineering Specifications for Mechanical and Electrical Services are deemed to form part of the Contract and are available for inspection upon request.

1.3 THE SITE AND EXISTING BUILDINGS

THE SITE

Site boundaries

16. The boundaries of the site are shown on Architect's drawing No. xxx.
17. The site is located on Bat & Ball Road in Sevenoaks.
18. The building is the existing listed station building on the ground floor only.
19. The road outside the building is a busy thoroughfare with double yellow line parking restrictions.
20. The rail-side boundary of the site sits on the platform of the operational railway.
21. The Contractor is to confine his operations within the site area and adjacent space allocated for welfare facilities etc.; trespass of workmen, materials, plant, huts, etc. on land outside the site boundary, is not permissible. Refer to architect's drawing 1084/3-001.

EXISTING BUILDINGS ON OR ADJACENT TO THE SITE

Existing buildings on or adjacent to the site

22. The residential dwelling adjacent to the station building will be in occupation throughout the contract period and the Contractor is to organise the work to cause as little inconvenience and disruption as possible to the occupiers.
23. The building was the ticket office and waiting rooms for the railway but it has been unused for many years.
24. Before the works commence on site contractors working for the railway will have undertaken certain works to floors etc.; the tendering contractor is to make themselves familiar with the works undertaken and the condition of all fabric etc. and allow for such within their pricing and programme.
25. The Contractor should note the restrictions of the site imposed by the following:
 - The need to maintain access for railway personnel and contractors, passengers, the emergency services etc. at all times.
 - The need to protect the public in the adjoining roads, pavements, platforms, rights of way etc.
 - The need to maintain clear, safe, unobstructed access for vehicles using the Bat & Ball Road.
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 - The rights of access to the areas surrounding the building by adjoining occupiers.
 - The need to keep the existing railway fully operational as required by the rail operating bodies, SouthEastern, Network Rail etc. at all times.
26. Before the works commence, the Contractor shall prepare a Schedule of Condition, including record photographs, of buildings adjacent to or abutting the Works. The Schedule is also to record the condition of roads and paving adjacent to the site including public roads and footpaths. The Contractor must agree the Schedule with the Architect.
27. The Contractor shall prepare a further Schedule of Condition at Practical Completion; any damage caused by the execution of the Works as revealed by comparison with the two Schedules is to be remedied by the Contractor at his own expense.

28. The Contractor shall take all reasonable precautions to prevent workpeople, including those employed by any Sub-Contractor, from entering areas which are not necessary for undertaking the Works. If the Contractor wishes to erect scaffolding on, or otherwise make use of adjoining land or properties, he shall serve notices, obtain permission, clear away and make good any damage at his own expense.
29. The Contractor shall give adequate notice to the rail authorities, adjoining owners and occupiers of his intention to execute any work affecting their interest and shall afford all facilities to enable their representatives to inspect the work.

Existing structure

30. The existing structure is Grade II listed Victorian building of traditional construction for the time.

Existing rights of way

31. The pavement, platform and rights of way, together with access requires to the building by the rail operating bodies, SouthEastern, Network Rail etc. and their contractors are to be kept unobstructed at all times during the Works.

SURROUNDING LAND / BUILDING USES

Adjoining properties

32. The site is located in a residential area which is likely to impose restrictions on working hours and constraints on noise levels.
33. The building adjoins a major A&E hospital with a barrier controlled entrance; the Contractor is to ensure that this entrance remains fully accessible at all times.

EXISTING MAINS SERVICES

Existing mains / services

34. The Contractor should note the existence of drainage, water, gas and electric mains on the site and must take all necessary precautions to protect and maintain these during the course of the contract.
35. The existing gas and electrical services serving the Ground floor are able to be isolated from the upper floors. Water and heating installations are integral with the upper floors and will need to be separated from the upper floors to allow the existing offices to remain fully operational.

SOILS AND GROUND WATER

Site investigation report

36. The excavation works required as part of the Works is limited and no soils report has been prepared.

HEALTH AND SAFETY FILE AND HAZARDS

Health and Safety File

37. A Health and Safety File any be available for the building; the Contractor will be required to establish details of the existing installations by on-site surveys. An asbestos survey has been made available for the building dated 17th March 1999 by Adams Environmental for Railtrack - Southern.

Risks to Health and Safety

38. A Pre-Construction Information document is included as part of the tender documentation and must be taken into account by the Contractor when pricing his tender.

ACCESS TO THE SITE

Access to the site

39. Access to the site, adjoining residence, the rear car park and station platforms shall be maintained at all times for passengers, residents, visitors, rail authorities and their contractors, and the general public.

PARKING

Car parking arrangements

40. The adjacent car park is required for the use of rail passengers and is not available for use by the Contractor.

USE OF THE SITE

Use of the Site

41. The Contractor shall not use the site for any purposes other than the execution of this Contract.

Restrictions on working area

42. The Contractor is to restrict his use of the site to as small an area as possible necessary for the carrying out of the Works.
43. Where access to areas outside of the building is required to carry out the Works, this is to be agreed with the Architect and rail authorities in advance of the works.

SITE VISITS

Visiting the site

44. The Contractor must visit and inspect the site before submitting their tender. They should satisfy themselves as to accessibility, full extent and character of the site and the Works, the condition of the building and the nature of the ground. Availability and times of vehicle parking, supplies of water, gas and electricity for temporary lighting and power and of other services required in the execution of the Works and of all local conditions and restrictions should also be checked; no claims resulting from failure to do so will be entertained.
45. The Contractor is to satisfy himself as to conditions affecting the supply of labour and materials, all local conditions and restrictions affecting the Works. If the labour position is or becomes unsatisfactory, before or during the execution of the Works, the Contractor is to augment his labour force from other areas. All payments, costs and expenses, including higher and excess rates of wages and subsistence incurred in providing and keeping an adequate and effective labour force on the Works should be included; no claims resulting from failure to do so will be entertained.

1.4 DESCRIPTION OF THE WORKS

THE WORKS

Outline scope of works

46. The full scope of work is shown on the drawings and set out in the specification, but briefly comprises the following:

Pre-construction Design

- Developing the design of any CDP elements.

Construction Works

- Making the site and rooms safe for the Works
- Provision of hoarding, protection and the like to ensure the site is secure and to ensure rail operations continue as required by Network Rail / SouthEastern
- Removal where permitted and reinstatement where directed all/any signs, notices, alarms, telephones, lights belonging to Network Rail / SouthEastern
- Making safe and removal of existing services
- Removing fitting, doors, internal finishings etc.; setting aside as required for refurbishment and reinstatement
- Removing windows and internal & external doors; altering openings.
- Making good external walls including those to the open courtyard.
- Internal structural alterations.
- Removal of full extent of external plinth wall structure
- External repairs generally.
- Insulating ceiling and floors, including uplifting, reinstatement and refinishing of floors.
- Refurbishment of internal doors.
- Plaster repairs; refurbishment of timber panelling; wall tiling; emulsion paint.
- Reinstatement and renewal of floor finishings e.g. timber and associated skirtings.
- Ceilings repairs, reinstatement, insulation and refinishing.
- Refurbishment of existing fittings; construction of new kitchen and cafe units including stainless steel worktop with integral sinks; meeting fittings; loose fixtures and fittings; signage.
- Replacement of heating installation; ventilation; kitchen sinks and above ground drainage.
- Replacement of lighting, power and fire alarm installations; disabled alarm; induction loop; containment for data.
- Data cabling.
- External pavings; ramps; below ground drainage.

Generally

- Testing and commissioning the systems on completion and issuing commissioning reports.
- Carrying out any testing to comply with Building Regulations.
- Cleaning the area upon completion of the works.
- Training staff in the operation of the new services installations.
- Preparing and issuing accurate 'As Built' drawings and a full set of site specific Operating and Maintenance Manuals.
- Carrying out the necessary administration associated with:
 - Preparing and issuing to the Principal Designer method statements and risk assessments.
 - Preparing and issuing site condition reports both prior to commencement and on completion of the works including photographs.
 - Complying with CDM regulations including the preparation of a Construction Phase Plan for approval by the Principal Designer before commencing works on site.

PREPARATORY WORKS BY OTHERS

Works to be undertaken by others before the works commence

47. Network Rail / SouthEastern have engaged a contractor to undertake works prior to the Works within this contract. The Contractor is to visit site during the tender period and make themselves familiar with the condition of the building. The Contractor is to allow for all enabling works to enable the Works described by this contract to be undertaken.

WORKS BY OTHERS CONCURRENT WITH THE CONTRACT

Works to be undertaken by others during the works

48. The Contractor should note that the following items of work will be carried out by the Employer under direct contracts during the course of the works. The Contractor is to co-ordinate these works with their own and allow freedom of access, general attendance and for supplying electric power as required:
- Fire alarm
 - Intruder alarm
 - AV
 - IT and telephones
 - Catering
 - Access control / CCTV system
 - Kitchen equipment installation

COMPLETION WORKS BY OTHERS

Works to be undertaken by others after completion of the Works

49. After completion of the Works, the Employer will install furniture, catering equipment, alarms and audio visual equipment.

1.5 THE CONTRACT CONDITIONS

FORM OF CONTRACT

Intermediate Building Contract 2016 Edition with Contractor's Design

50. The Articles of Agreement and Conditions will be those contained in the Intermediate Building Contract 2016 Edition with Contractor's Design, issued by the Joint Contracts Tribunal.
51. The prices in this Specification and Schedule of Works shall be deemed to cover the cost of complying with the clauses contained therein as set out below.
52. The Contract will be executed as a deed.
53. The clause numbers and headings and the amendments which will be made to clauses of the Recitals, Articles and Conditions are as follows:-

ARTICLES OF AGREEMENT

RECITALS

54. First recital

The Employer wishes to have the following work carried out:

The restoration, refurbishment and fitting out of the Bat & Ball Station at Bat & Ball Road in Sevenoaks

55. Second recital

The Works include the design and construction of:

- *Elements of the Mechanical and Electrical services installations including the following: -*
 - *Sash windows*
 - *Bespoke joinery*
 - *Cafe servery*
 - *Kitchen, units, cabinets, storage, extracts*
 - *The boiler flue*
 - *Gas stoves and flues*
 - *Trace heating*
 - *PIRs*
 - *Fire detection & alarm*
 - *Thermal expansion*
 - *Support work for M&E installations*

56. Third Recital

The drawings are listed in the Preliminaries section of the Specification and Schedule of Works

57. Fourth recital

The Employer has supplied to the Contractor the Specification and Bills of Quantities

Reference to the Intermediate Named Sub-Contract Tender & Agreement will be deleted. No Named subcontractors are proposed.

58. Fifth recital

Pricing Option A will apply. References to the Work Schedules will be deleted. Add reference to the Specification and Bills of Quantities

59. Sixth recital

60. Seventh recital
61. Eighth recital
62. Ninth recital
- Amendment: Ninth recital will be deleted – an Information Release Schedule will not be provided
63. Tenth recital
- references 'CDM Regulations 2015'
64. Eleventh recital
- Amendment: Eleventh recital will be deleted – the Works are not divided into Sections
65. Twelfth recital
66. Thirteenth recital

ARTICLES

67. Article 1 – Contractor's obligations
68. Article 2 – Contract Sum
69. Article 3 – Architect / Contract Administrator
70. Article 4 – Quantity Surveyor
71. Article 5 – CDM Co-ordinator
72. Article 6 – Principal Contractor
73. Article 7 – Adjudication
74. Article 8 – Arbitration
75. Article 9 - Legal Proceedings

CONTRACT PARTICULARS

Part 1: General

	Clause	Subject
76.	Fourth Recital	Employer's Requirements (<i>state reference numbers and dates or other identifiers of documents</i>)
77.	Sixth Recital	Contractor' Proposals (<i>state reference numbers and dates or other identifiers of documents</i>)
78.	Sixth Recital	CDP Analysis (<i>state reference numbers</i>)

		<i>and dates or other identifiers of documents)</i>	
79.	Eighth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date is not a "contractor" for the purposes of the CIS
80.	Tenth Recital	CDM Regulations	The project is notifiable
81.	Eleventh Recital	Description of Sections (if any) <i>(If not shown or described in the Bills of Quantities / Specification / Work Schedules or the Contract Drawings, state the reference numbers and dates or other identifiers of documents in which they are shown)</i>	Not applicable
82.	Twelfth Recital	Framework Agreement (if applicable) <i>(State date, title and parties)</i>	Not applicable
83.	Thirteenth Recital and Schedule 5	Supplemental Provisions <i>(Where neither entry against an item below is deleted, the relevant paragraph applies)</i>	
		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: Richard Workman

			Contractor's nominee: To be advised
			or such replacement as each Party may notify to the other from time to time
84.	Article 8	Arbitration (<i>If neither entry is deleted, Article 8 and clauses 9.3 to 9.8 will not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it <u>must</u> be stated that Article 8 and clauses 9.3 to 9.8 apply</i>)	Article 8 and clauses 9.3 to 9.8 (<i>Arbitration</i>) apply
85.	1.1	Base Date	June 2015
86.	1.1	CDM Planning Period	Shall mean the period of two weeks
87.	1.1	Date for Completion of the Works (<i>where completion by Sections does not apply</i>)	8 th June 2018
		Sections: Dates for Completion of Sections	Not applicable
88.	1.7	Addresses for service of notices etc. by the Parties (<i>if none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the commencement of the Agreement</i>)	Employer: Sevenoaks Town Council Council Offices Bradbourne Vale Road Sevenoaks, Kent TN13 3QG Contractor: To be arranged
89.	2.4	Date of Possession of the site (<i>where possession by Sections does not apply</i>)	4 th December 2017
		Sections: Dates of Possession of Sections	Not applicable
90.	2.5	Deferment of possession of the site (<i>where possession by Sections does not apply</i>)	Clause 2.5 applies Maximum period of deferment (if less than 6 weeks) is

		Sections: deferment of possession of Sections	Clause 2.5 does not apply
91.	2.23.2	Liquidated Damages (<i>where completion by Sections does not apply</i>)	At the rate of £250 per week
		Sections: rate of liquidated damages for each Section	Not applicable
92.	2.29	Sections: Section Sums	Not applicable
93.	2.30	Rectification Period (<i>where completion by Sections does not apply</i>) (<i>If no other period is stated, the period is 6 months.</i>)	12 months from the date of practical completion of the Works
		Sections: Rectification Periods (<i>If no other period is stated, the period is 6 months</i>)	Not applicable
94.	2.34.3	Contractor's Designed Portion: limit of Contractor's liability for loss of use etc. (<i>if any</i>)	£1,000,000
95.	4.6	Advance payment (<i>Not applicable where the Employer is a Local Authority</i>)	Clause 4.6 does not apply
96.	4.6	Advance Payment Bond (<i>Not applicable where the Employer is a Local Authority</i>) (<i>Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required</i>)	An advance payment bond is not required
97.	4.7.1	Interim payments – due dates (<i>If no date is stated, the first due</i>	The first due date is: Dates to be agreed – valuations to be monthly

		<i>date is one month after the Date of Possession)</i>	
98.	4.8.1	Interim payments – percentages of value Where the Works, or those works in a Section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is (<i>The percentage is 95 per cent unless a different rate is stated</i>)	95 per cent
99.		Where the Works, or those works in a Section, have achieved practical completion, the percentage in respect of the completed works is (<i>The percentage is 97.5 per cent unless a different rate is stated</i>)	97.5 per cent
100.	4.9.4	Listed Items – uniquely identified (<i>Delete the entry if no bond is required</i>)	No bond is required
101.	4.9.5	Listed items – not uniquely identified (<i>Delete the entry if clause 4.9.5 does not apply</i>)	Clause 4.9.5 does not apply
102.	4.15 and Schedule 4	Contribution, levy and tax fluctuations Percentage addition for Fluctuations Option, paragraph 12	Schedule 4 (Fluctuations Option) will be deleted – a firm price tender is required Not applicable
103.	6.4.1.2	Contractor's insurance: injury to persons or property - insurance cover (<i>for any one occurrence or series of occurrences arising out of one event</i>)	£ 10,000,000

104.	6.5.1	Insurance – liability of Employer (<i>Not required unless it is stated that it may be required and the minimum amount of indemnity is stated</i>)	Insurance is not required
105.	6.7 and Schedule 1	Insurance of the Works – Insurance Options	Schedule 1: Insurance Option C applies
106.	6.7 and Schedule 1 Insurance Option A (paragraphs A.1 and A.3), B (paragraph B.1) or C (paragraph C.2)	Percentage to cover professional fees (<i>if no other percentage is stated, it shall be 15 per cent</i>)	15 per cent
107.	6.7 and Schedule 1 Insurance Option A (paragraph A.3)	Annual renewal date of insurance (<i>as supplied by the Contractor</i>)	Not applicable
108.	6.10 and Schedule 1	Terrorism cover – details of the required cover (<i>State reference numbers and dates or other identifiers of documents setting out the requirements. Unless otherwise stated, Pool Re Cover is required</i>)	Pool Re Cover
109.	6.12	Joint Fire Code If the Joint Fire Code applies, state whether the insurer under Schedule 1, Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project'	The Joint Fire Code does not apply Not applicable
110.	6.15	Joint Fire Code – amendments / revisions (<i>The cost shall be borne by the Contractor unless otherwise stated</i>)	Not applicable
111.	6.16	Contractor's Designed portion (CDP) Professional Indemnity Insurance	

		Level of cover <i>(if an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated.)</i>	Amount of indemnity required relates to claims or series of claims arising out of one event
		<i>(if no amount is stated, insurance under clause 6.16 shall not be required)</i>	and is £5,000,000
		Cover for pollution and contamination claims <i>(If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)</i>	is not required
		Expiry of required period of CDP Professional Indemnity Insurance is <i>(If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works.)</i>	12 years
112.	8.9.2	Period of suspension <i>(If none is stated, the period is 2 months)</i>	2 months
113.	8.11.1.1 to 8.11.1.5	Period of suspension <i>(If none is stated, the period is 2 months)</i>	2 months
114.	9.2.1	Adjudication Nominating body – where no Adjudicator is named or where the named adjudicator is unwilling or unable to act (whenever that is established) <i>(Where an Adjudicator is not named and a nominating body has not been selected, the</i>	The Adjudicator is to be agreed

		<i>nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication)</i>		
115.	9.4.1	Arbitration - appointor of Arbitrator (and of any replacement) <i>(if no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects)</i>	President or a Vice-President: Royal Institution of Chartered Surveyors	
	Part 2: Collateral Warranties			
116.		If collateral warranties are required from the Contractor, complete the particulars in (A) to (D) below: Collateral Warranties will be required from all Sub-Contractors undertaking element of design	Collateral warranties are not required	
117.		(E) If warranties are required from sub-contractors, complete the particulars below:		
		Sub-contractors from whom Warranties may be required	Type(s) of warranty (SCWa/P&T, SCWa/F, SCWa/E) required from each sub-contractor	Levels of Professional Indemnity insurance required (if applicable)
118.	Clauses 3.5 and 3.6 of the Conditions	Elements of the Mechanical and Electrical Installations	SCWa/E	£1,000,000
		Bespoke joinery and Windows	SCWa/E	£1,000,000

CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

Definitions

119. 1.1 Definitions

Interpretation

120. 1.2 Reference to clauses etc.
121. 1.3 Agreement etc. to be read as a whole
122. 1.4 Headings, references to persons, legislation etc.
123. 1.5 Reckoning periods of days
124. 1.6 Contracts (Rights of Third Parties) Act 1999
125. 1.7 Notices and other communications
126. 1.8 Issue of Architect / Contract Administrator's certificates
127. 1.9 Effect of Final Certificate
128. 1.10 Effect of certificates other than Final Certificate
129. 1.11 Applicable law

SECTION 2: CARRYING OUT THE WORKS

Contractor's Obligations

130. 2.1 General obligations
131. 2.2 Materials, goods and workmanship
132. 2.3 Fees and charges

Possession

133. 2.4 Date of Possession – progress
134. 2.5 Deferment of possession
135. 2.6 Early use by Employer
136. 2.7 Work not forming part of the Contract

Supply of Documents, Setting Out etc.

137. 2.8 Contract Documents
138. 2.9 Levels and setting out of the Works
139. 2.10 Construction information
140. 2.11 Further drawings, details and instructions

Errors, Inconsistencies and Divergences

- 141. 2.12 Bills of Quantities
- 142. 2.13 Instructions on errors, omissions and inconsistencies
- 143. 2.14 Instructions – additions to Contract Sum, exceptions
- 144. 2.15 Divergences from Statutory Requirements
- 145. 2.16 Emergency compliance with Statutory Requirements

Unfixed Materials and Goods – property, risk etc.

- 146. 2.17 Materials and goods – on site
- 147. 2.18 Materials and goods –off site

Adjustment of Completion Date

- 148. 2.19 Notice of delay – extensions
- 149. 2.20 Relevant Events

Practical Completion, Lateness and Liquidated Damages

- 150. 2.21 Practical completion and certificates
- 151. 2.22 Certificate of non-completion
- 152. 2.23 Liquidated damages for non-completion
- 153. 2.24 Repayment of liquidated damages

Partial Possession by Employer

- 154. 2.25 Contractor's consent
- 155. 2.26 Practical completion date
- 156. 2.27 Defects etc. – Relevant Part
- 157. 2.28 Insurance – Relevant Part
- 158. 2.29 Liquidated damages – Relevant Part

Defects

- 159. 2.30 Rectification
- 160. 2.31 Certificate of making good

CDP Design work

- 161. 2.32 As-built drawings
- 162. 2.33 Copyright and use
- 163. 2.34 Design liabilities and limitation

SECTION 3: CONTROL OF THE WORKS

Access and Representatives

- 164. 3.1 Access for Architect / Contract Administrator
- 165. 3.2 Person-in-charge
- 166. 3.3 Clerk of works
- 167. 3.4 Replacement of Architect / Contract Administrator or Quantity Surveyor

Sub-Contracting

- 168. 3.5 Consent to sub-contracting
- 169. 3.6 Conditions of sub-contracting
- 170. 3.7 Named Sub-Contractors

Architect / Contract Administrator's Instructions

- 171. 3.8 Compliance with instructions
- 172. 3.9 Non-compliance with instructions
- 173. 3.10 Provisions empowering instructions
- 174. 3.11 Instructions requiring Variations
- 175. 3.12 Postponement of work
- 176. 3.13 Instructions on Provisional Sums
- 177. 3.14 Inspections – tests
- 178. 3.15 Work not in accordance with the Contract
- 179. 3.16 Instructions as to removal of work etc.
- 180. 3.17 Exclusion of persons from the Works

CDM Regulations

- 181. 3.18 Undertakings to comply
- 182. Amendment: Replace all references to 'CDM Co-ordinator' with 'Principal Designer'
- 183. 3.19 Appointment of successors
- 184. Amendment: Replace reference to 'CDM Co-ordinator' with 'Principal Designer'

SECTION 4: PAYMENT

Contract Sum and Adjustment

- 185. 4.1 Work included in Contract Sum
- 186. 4.2 Adjustment only under the Conditions
- 187. 4.3 Adjustment of Contract Sum

Payments, Certificates and Notices

188. 4.4 VAT
- Note: The payment and recovery of Value Added Tax is to be the entire responsibility of the Contractor who will be deemed to have included in his tender for all incidental costs and expenses which he may incur thereby.
189. 4.5 Construction Industry Scheme (CIS)
190. 4.6 Advance payment
191. 4.7 Interim payments – due dates and certificates
192. 4.8 Interim payments – amounts due
193. 4.9 Off-site materials and goods
- Amendment: Delete entire clause – no payments will be made for off-site materials and goods
194. 4.10 Contractor's Interim Applications and Payment Notices
195. 4.11 Interim payments – final date and amount
196. 4.12 Pay Less Notices and general provisions
197. 4.13 Contractor's right of suspension
198. 4.14 Final Certificate and final payment

Fluctuations

199. 4.15 Contribution, levy and tax fluctuations
- Amendment: Delete entire clause – a firm price tender is required
200. 4.16 Fluctuations – Named Sub-Contractors
- Amendment: Delete entire clause – a firm price tender is required

Loss and Expense

201. 4.17 Disturbance of regular progress
202. 4.18 Relevant Matters
203. 4.19 Reservation of Contractor's rights and remedies

SECTION 5: VARIATIONS

General

204. 5.1 Definition of Variations
205. 5.2 Valuation of Variations and provisional sum work

The Valuation Rules

206. 5.3 Measurable Work

- 207. 5.4 Daywork
- 208. 5.5 Change of conditions for other work
- 209. 5.6 Additional provisions
- 210. 5.7 Contractor's Designed Portion - Valuation

SECTION 6: INJURY, DAMAGE AND INSURANCE

Injury to Persons and Property

- 211. 6.1 Liability of Contractor – personal injury or death
- 212. 6.2 Liability of Contractor – injury or damage to property
- 213. 6.3 Injury or damage to property – Works and Site Materials excluded

Insurance against Personal Injury and Property Damage

- 214. 6.4 Contractor's insurance of his liability
- 215. 6.5 Contractor's insurance of liability of Employer
- 216. 6.6 Excepted Risks

Insurance of the Works

- 217. 6.7 Insurance Options
- 218. 6.8 Related definitions
- 219. 6.9 Sub-contractors – Specified Perils cover under Joint Names All Risks Policies
- 220. 6.10 Terrorism Cover – policy extensions and premiums
- 221. 6.11 Terrorism Cover – non-availability – Employer's options

Joint Fire Code – compliance

- 222. 6.12 Application of clauses
- 223. 6.13 Compliance with joint Fire Code
- 224. 6.14 Breach of Joint Fire Code – Remedial Measures
- 225. 6.15 Joint Fire Code – amendments / revisions

CDP Professional Indemnity Insurance

- 6.16 Obligation to insure
- 6.17 Increased cost and non-availability

SECTION 7: ASSIGNMENT AND COLLATERAL WARRANTIES

Assignment

- 226. 7.1 Assignment

Collateral Warranties

- 227. 7.2 Notices
- 228. 7.3 Execution of Collateral Warranties
- 229. 7.4 Contractor's Warranties – Purchasers and Tenants
- 230. 7.5 Contractor's Warranty – Funder
- 231. 7.6 Sub-Contractor's Warranties

SECTION 8: TERMINATION

General

- 232. 8.1 Meaning of insolvency
- 233. 8.2 Notices under section 8
- 234. 8.3 Other rights, reinstatement

Termination by Employer

- 235. 8.4 Default by Contractor
- 236. 8.5 Insolvency of Contractor
- 237. 8.6 Corruption
- 238. 8.7 Consequences of termination under clauses 8.4 to 8.6
- 239. 8.8 Employer's decision not to complete the Works

Termination by Contractor

- 240. 8.9 Default by Employer
- 241. 8.10 Insolvency of Employer

Termination by either Party

- 242. 8.11 Termination by either Party

Consequences of Termination under clauses 8.9 to 8.11 etc.

- 243. 8.12 Consequences of Termination under clauses 8.9 to 8.11 etc.

SECTION 9: SETTLEMENT OF DISPUTES

Mediation

- 244. 9.1 Mediation

Adjudication

- 245. 9.2 Adjudication

Arbitration

- 246. 9.3 Conduct of arbitration

- | | | |
|------|-----|---|
| 247. | 9.4 | Notice of reference to arbitration |
| 248. | 9.5 | Powers of Arbitrator |
| 249. | 9.6 | Effect of award |
| 250. | 9.7 | Appeal – questions of law |
| 251. | 9.8 | Arbitration Act 1996 |
| | | SCHEDULES |
| 252. | | Schedule 1: Insurance Options |
| | | Part 1: Insurance Option A (New Buildings – All Risks Insurance of the Works by the Contractor) |
| | | Part 2: Insurance Option B (New Buildings – All Risks Insurance of the Works by the Employer) |
| | | Part 3: Insurance Option C (Insurance by the Employer of Existing Structures and Works in or Extensions to them) |
| 253. | | Schedule 2: Named Sub-Contractors |
| 254. | | Schedule 3: Forms of Bonds |
| | | Part 1: Advance Payment Bond |
| | | Part 2: Bond in respect of payment for off-site materials and/or goods |
| 255. | | Schedule 4: Fluctuations Options – Contribution, levy and tax fluctuations |
| 256. | | Schedule 5: Supplemental Provisions |
| | | <u>Parent Company Guarantee</u> |
| 257. | | Where the Contractor is a subsidiary company, the Contractor will be required to provide the Employer with a Parent Company Guarantee from the ultimate holding company in the form set out in APPENDIX F |

1.6 EMPLOYER'S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

Confirmation of verbal instructions

258. The Contractor is to keep on site a record of all verbal instructions and send copies to the Architect and the Quantity Surveyor within seven days of their issue.

Alternative design / construction proposals

259. If the Contractor wishes to present alternative design construction proposals for any aspect of the work, they must be submitted to the Consultants in sufficient time to enable due consideration to be given to such proposals.
260. The Contractor will be required to reimburse the Consultants their costs in considering any proposals, whether or not these are implemented

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

Copies of documents

261. In addition to the Contract Documents, the Architect will provide the successful Contractor with drawings and other documentation in an agreed electronic format before commencement of the Works. The Architect will provide revised drawings in the same way, as variations occur; printing and duplication of additional copies will be at the Contractor's cost.

Dimensions

262. Scaled dimensions and dimensions provided on drawings are to be checked with site dimensions and any discrepancies confirmed with the Architect before construction commences.

Confidentiality

263. The Employer will require the Contractor to sign, and to ensure that all his Sub-Contractors sign, a Confidentiality Agreement provided by the Employer.
264. The Contractor shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have either been disclosed by the Employer or obtained by other means. Disclosure of all such confidential material shall be restricted to that which is necessary for discharging the Contractor's obligations under the contract.
265. All materials, equipment, tools, copyright, rights in design and any other Intellectual Property Rights in all drawings, specification and data supplied by the Employer to the Contractor shall at all times be and remain the exclusive property of the Employer and shall be held by the Contractor in safe custody at his risk and maintained and kept in good condition until returned to the Employer and shall not be disposed of or used other than in accordance with the Employer's written instructions. All such copies and material are to be immediately returned to the Employer on written request.
266. In the event that the contract is determined for any reason, the Contractor shall immediately deliver all material and copies of information and data provided by the Employer and certify that he has not retained any copies of such material or information.

DOCUMENTS PROVIDED BY THE CONTRACTOR, SUB-CONTRACTORS AND SUPPLIERS

Design information by specialist Sub-Contractors / suppliers

267. Sub-Contractors / suppliers for the following specialist works are required to provide design / co-ordination / fabrication / installation / builder's work drawings, design calculations, specifications and other information as appropriate during the course of the Contract:

- Elements of Mechanical Installations
 - Elements of Electrical Installations
 - Bespoke joinery
268. The Contractor shall take appropriate action to obtain all information necessary for the Works from Sub-Contractors / suppliers in time to meet his programme. The Contractor shall thoroughly check that dimensions are correct, construction is practicable and the work of his Sub-Contractors / suppliers can be properly co-ordinated. The Architect will provide a reproducible drawing on which the Contractor shall mark and identify the builders work requirements of his Sub-Contractors / suppliers and for submission to the Architect for review.
269. The Contractor will be responsible for co-ordinating the transfer of design information between the specialist Sub-Contractors / suppliers and the Architect. This co-ordination comprises:
- Issuing Sub-Contractors / suppliers with copies of all relevant drawings, including up-dating as necessary to incorporate amendments.
 - Obtaining shop and installation drawings from Sub-Contractors / suppliers to meet the programme and thoroughly checking that dimensions are correct and proposals are in accordance with the Architect's specification.
 - Forwarding copies of the specialist Sub-Contractors' / suppliers' drawings to the Architect for review and comment.
 - Re-issuing drawings to both the specialist Sub-Contractors / suppliers and Architect until such time as the Architect has no further comments.
 - Issuing Sub-Contractors / suppliers with the final copy of all drawings.
270. The Contractor will submit these drawings to the Architect for review of design intent only and such review will not relieve the Contractor of his obligation to ensure specification compliance.
271. The Architect's review will be in the following terms:
- No Comment - Construction may proceed.
 - Comment - Construction may proceed, incorporating Architect's comments.
 - Re-submit - Construction may not proceed; re-submit as drawings do not comply.
- Production information by specialist Sub-Contractors / suppliers
272. The Contractor shall take appropriate action to obtain shop and installation drawings from his Sub-Contractors / suppliers to meet his programme. He shall thoroughly check the drawings to ensure that dimensions are correct and that the proposals are in accordance with the Architect's specification.
- As-built / as-installed drawings and information
273. The Contractor shall provide "as built" record drawings for external works, indicating the exact routes and positions of drainage runs, service mains, ducts, etc.
274. Throughout the duration of the project, the Contractor shall keep record drawings noting obstructions encountered in the ground, soft spots, existing services and the like. Additionally, he is to maintain a record as work progresses of any changes to detailing agreed with the Architect by over-marking a copy of the relevant drawing.
275. The Architect will provide all computer generated construction drawings in an agreed electronic format, to assist the Contractor in producing his record drawings.

Maintenance instructions and guarantees

276. Refer to section 1.12 (O&M Manuals)

Documents required before practical completion

277. In order for Practical Completion of the Works to be achieved, receipt of documentary evidence that all of the following have been completed will be required in addition to acceptance that the Works have been completed to the satisfaction of the Architect:

- Design warranties
- Test certificates
- Warranties
- Record drawings
- Operating and Maintenance Manuals (in an acceptable draft format)

DOCUMENT AND DATA INTERCHANGE

Electronic Data Interchange (EDI)

278. Communications between the parties will generally be by e-mail using the following software:

- MS Excel 2007
- MS Word 2007
- MS Project 2007
- PDF files
- DWG files

Data protection

279. The Contractor shall comply with the Data Protection Act 1998 ("the 1998 Act") and any other data protection legislation and shall not do anything which shall put the Employer in breach of any such legislation. In particular, when acting as a data processor on behalf of the Employer, the Contractor shall comply with the obligations placed on the data controller by the seventh data protection principle ("**the Seventh Principle**") set out in the 1998 Act, namely:

- 10.1.1 to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the data controller by the Seventh Principle.
- 10.1.2 only to process Personal Data for and on behalf of the data controller in accordance with the instructions of the data controller and for the purpose of provision of the Services and to ensure the data controller's compliance with the 1998 Act.
- 10.1.3 to allow the data controller to audit the data processor's compliance with the requirements of this clause on reasonable notice and/or at the data controller's reasonable request to provide the data controller with evidence of its compliance with the obligations set out in this clause 10.
- 10.1.4 the Parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. For the avoidance of doubt, this includes providing the other with reasonable assistance in complying with subject access requests served under Section 7 of the 1998 Act and consulting with the other prior to the disclosure of any personal data in connection with the conduct or performance of the Services in relation to such requests.

1.7 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE WORKS

EMPLOYER'S REQUIREMENTS - GENERALLY

Supervision

280. The Contractor shall provide for all on and off site management and supervisory costs and charges, including the cost of a competent Person-in-Charge and Surveyor.
281. The Person-in-Charge shall be responsible for the general on-site management of the project; his responsibilities shall include the following:
- Ensuring proper progress of the works to meet the Employer's critical dates
 - Programming the works and co-ordinating Sub-Contractors to meet the completion date including liaising with Sub-Contractors and amending the sequence of the works to accommodate variations.
 - Attending site meetings and keeping the Employer regularly advised on the progress of the works including informing him of any potential delays and their impact on the critical dates.
 - Liaising with and organising Sub-Contractors directly employed by the Employer.
 - Ensuring that all site operatives undergo a site safety induction and are made fully aware of any site hazards.
 - Checking that the works are constructed in accordance with the specifications and generally to a high standard.
 - Preparing all necessary risk assessments and method statements and ensuring that the works are constructed in full compliance with the relevant health and safety regulations.
 - Making sure that all site operatives are provided with the necessary personal protective equipment and that it is worn at all times when required.
 - Ensuring that the site is kept clean and tidy and provides a safe working environment for all personnel at all times.
 - Organising the works to avoid unnecessary disturbance to the adjoining occupants and to allow the Employer's business operations to remain fully operational.
 - Maintaining the security of both the site and the surrounding premises at all times.
282. The surveyor shall be responsible for the procurement and general site administration of the project; his responsibilities shall include the following:
- Arranging for the completion of design warranties in favour of the Employer from relevant Sub-Contractors (where applicable).
 - Keeping the Employer regularly informed of any changes likely to increase the final cost of the project.
 - Preparing budgets and valuations of proposed variations for approval within one week of receiving a request.
 - Instructing Sub-Contractors with regard to variations and agreeing the associated costs.
 - Preparing breakdowns of costs arising from variations for agreement with the Employer's Quantity Surveyor for incorporation into the final account.
283. The Contractor's tender shall make full allowance for supervisory staff to provide the above services for the full scope of works including the expenditure of provisional sums and the contingency allowance; no additional costs will be accepted for supervisory staff within variation costs.

284. In the event that the Architect / Contract Administrator is dissatisfied with any of the supervisory staff and requires any one of them to be removed from the works, he shall give notice in writing to the Contractor, who shall within 24 hours remove the relevant person from the works and within one day substitute another, to the Architect's / Contract Administrator's approval, in his place.

General attendance on Named / specialist Sub-Contractors

285. The Contractor shall provide any general attendance for named / specialist Sub-Contractors.

286. General attendance is deemed to include the following attendances and facilities:

- Temporary roads, paving and paths.
- Standing scaffolding.
- Standing power operated hoisting plant.
- Temporary lighting and water supplies.
- Rubbish removal.
- Space for the Sub-Contractor's own offices and the storage of his plant and materials.
- Mess rooms, sanitary accommodation and welfare facilities.
- Arranging with Sub-Contractors the time for commencement of their work on the site.
- Supplying full-size setting out templates.
- Obtaining full particulars of holes, mortices, chases, recesses, bases and supports for equipment, supplying dimensions and taking responsibility for their accuracy; no claim for the extra cost of cutting away work already built due to the Contractor's failure to ascertain these particulars will be acceptable.
- Providing working space.
- Other necessary and usual facilities, documentation, general inter-trades attendance and assistance.

287. The Contractor shall allow for any additional costs incurred due to specialist Sub-Contractors working differing and extended hours from those of the Contractor.

288. The Contractor shall obtain, check and submit for approval, all Named / specialist Sub-Contractors' and suppliers' builder's work details, including shop drawings and shall report any discrepancies to the Architect in good time. The Architect's approval of the foregoing is only general and does not relieve the Contractor of his responsibility

Works by Statutory Undertakings

289. The Contractor shall employ Statutory Undertakings as domestic Sub-Contractors for carrying out services diversions and providing new incoming mains and connections and take full responsibility for their activities. In particular, the programming and co-ordination of their works. New utilities supplies are required for gas, water, electricity and telecoms/broadband.
290. The Contractor shall maintain an accurate record of labour, plant and materials used by any Local Authority or Statutory Undertaking in the course of works carried out within this Contract.
291. Payments to Local Authorities and Statutory Undertakings are usually required to be made in advance of work execution. The Contractor must immediately comply with the terms and conditions of their estimates when the Architect instructs such prior payment. The amount of such payment will be included in the interim certificate following such payment.

292. The Contractor is to include for loss of interest, etc., on such amounts. This is for the period between the date of payment to the Local Authority or Statutory Undertaking and the receipt of the Employer's payment of the amount of the certificate that includes such payment.

293. The Contractor should note that payments to Local Authorities and Statutory Undertakings are nett and that no deduction of discount will be allowed, nor will any allowance for such loss of discount be added to their payments. The Contractor is to allow in his adjustment for profit on Prime Cost Sums for such loss of discount

Considerate Contractors' Scheme

294. The Contractor shall register the site and pay the appropriate fee for the Considerate Contractors Scheme.

295. The Contractor shall comply with the Scheme's Code of Practice.

Engagement days required for HLF projects

296. As an HLF-funded scheme the Employer requires the Contractor to facilitate and participate fully in the following community engagement days, including making appropriate areas of the site safe for visitors and providing appropriate PPE as necessary:

- Two school site visits days
- Two talks on site demonstrating restoration methods
- Two 'Hard Hat' days for members of the public

297. The Contractor will also be required to demonstrate engagement with apprentices within the building profession and arrange relevant talks and demonstrations

298. Throughout the project the contractor will be expected to enable and facilitate photographic and video record to be made by others

Proofs of insurance

299. Before commencement of the work on site, the Contractor is to produce a letter in clear terms from his insurance company or broker to confirm cover in accordance with the terms of the Contract. In case of the Contractor's failure to satisfy the Architect that he is properly insured the Employer may operate the remedies provided by the terms of the Contract.

Professional Indemnity

300. The Contractor will be responsible for the design of certain parts of Works and will be required to provide documentary evidence to the Architect that he has the necessary professional indemnity in place.

Construction Industry Scheme (CIS)

301. The Contractor shall register with HM Inland Revenue and satisfy the Employer before signing the Contract that the appropriate registration is in place to comply with the terms of the Construction Industry Scheme; failure to register will result in the Employer making tax deductions from payments to the Contractor.

Inductions

302. Prior to commencing work on site, the Contractor shall arrange for all employees, operatives, sub-consultants and Sub-Contractors to be inducted through the Contractor's own site safety procedures.

Subcontracts

303. The Contractor is to place all subcontracts using the current forms of subcontract issued by the Joint Contracts Tribunal for the Standard form of Building Contract.

Climatic conditions

304. The Contractor shall keep an accurate record of the number of hours per day in which adverse weather prevents progress on site.
- Ownership of materials / products arising from the Works
305. All materials arising from the Works will become the property of the Contractor and removed from site. The Contractor is at liberty to sell any salvaged materials with a corresponding credit included within the Demolitions / Alterations section where indicated.
- PROGRAMME / PROGRESS
- Programme
306. The Contractor should be aware that, being a Heritage Lottery Funded project there will be a period after submission of tenders until contract award.
307. Before commencement of the Works, the Contractor shall prepare and submit to the Architect for approval a fully detailed master programme incorporating all Sub-Contractors' work. The Contractor shall update this programme, as required by the Architect but at a minimum of monthly intervals, to take account of variations occurring.
308. The master programme for the Works shall include, but not be limited to, periods for the works listed below:
- Period for design development of the CDP sections (if any).
 - Dates for placing orders for long lead-in items.
 - Mobilisation period.
 - Periods for works of the principal activities.
 - Work resulting from instructions issued in regard to the expenditure of provisional sums.
 - Work by others concurrent with the Contract.
 - Testing and commissioning.
 - The completion date.
309. The Contractor shall make reasonable allowance in the master programme for the time taken in completing such design information, checking, and inspection by the Architect, and any subsequent amendment, resubmission and re-inspection when preparing the master programme.
310. The Contractor shall allow fifteen working days, from receipt by the Architect, for the review of each submission.
311. Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude the items of work from his programme and confirm this when submitting the programme.
312. The Contractor is to note on the master programme any critical dates:
313. The Contractor is to note on the master programme, the dates on which the Employer will be able to install the following items of direct works:
- Access Control / CCTV
 - Intruder Alarm
 - Kitchen equipment
 - AV equipment
314. The submission of programmes and returns shall not affect the Contractor's obligation to apply in writing for information and otherwise to apply and to give notices in accordance with the Conditions of Contract.
315. Before commencement of the Works, the Contractor shall submit to the Architect for approval an information procurement schedule. The schedule should show the latest dates by which information is required from the Consultants in order to comply with his programme.

Revised programme and cash-flow forecast

316. The programme and associated cash-flow forecast is to be re-issued by the Contractor whenever there is a significant revision to the order of carrying out the Works or a change to the completion date.

Monitoring progress

317. Progress against the programme is to be reviewed at least once a month in order to monitor the validity of the completion date and the findings reported to the Architect.

Notification of compensation events

318. Upon it becoming reasonably apparent that a delay to the programme has caused / will cause a delay to the overall completion date, the Contractor is to immediately advise the Architect of the occurrence together with its programme and financial implications and any proposed mitigating measures.

Project progress meetings

319. The Architect will hold regular two weekly site meetings to review progress and other matters arising from the administration of the Contract. The Contractor shall attend all meetings and inform Sub-Contractors and suppliers when their presence is required. Meetings will be held in the nearby Sevenoaks Community Centre which will be arranged by the Client.

Contractor's progress report

320. The Contractor shall report weekly to the Architect, the number of operatives in each trade employed on the Works (including those of all Sub-Contractors). The number, type and capacity of all mechanical and power-operated plant employed on the Works on each day of that week shall also be required.
321. The Contractor will be required to issue progress reports and programmes at each site meeting which will identify any significant issues likely to affect progress, quality, cost or business operations. Progress reports shall include the following:
- Progress report comparing actual progress against the planned progress in both a tabular format and a bar line programme.
 - A statement on the anticipated completion date, the reasons for any changes to the original programme and proposed measures to be undertaken to recover any delays.
 - A statement regarding the resourcing of labour, materials and plant.
 - Confirmation of instructions received to date.
 - A schedule of information required from the Employer.
 - Details of forthcoming works likely to affect the Employer's business operations.
 - Details of any accidents or incidents relating to health & safety.

Contractor's site meetings

322. The Contractor is to hold meetings with appropriate Sub-Contractors before main site meetings to facilitate accurate reporting of progress. He is to advise the Architect, 24 hours in advance, which Sub-Contractors are to attend, in order that the Architect has the opportunity to attend.
323. The Contractor will also be expected to hold an informal weekly liaison meeting with the Project Manager to review the activities planned for the coming week and address any site issues arising from the works.

Progress photographs

324. Progress photographs are not required, but the Contractor may be required to take photographs to

provide documentary evidence of works carried out. It should be noted that all such photographs will remain the property of the Employer and are not to be published for any other use without the prior written permission of the Employer.

Extensions of time

325. Upon it becoming reasonably apparent that a delay to the completion date is likely to occur, the Contractor is to advise the Architect of the delay, the reasons for the delay and any proposed mitigating measures which may be taken.
326. In the event that no suitable corrective action can be found to overcome the delay, the Contractor is to submit his claim for an extension of time, together with any costs to which he considers he may be entitled, in accordance with the Contract.

COST CONTROL

Proposed instructions

327. Where the Employer is considering a variation to the Works and requires cost advice in order to finalise his decision, the Contractor is to assist the Quantity Surveyor in providing this information by providing Sub-Contractor costs and programme implications.
328. Following the issue of an instruction by the Architect, the Contractor is to provide costs to the Quantity Surveyor with supporting back-up information within one week of the instruction being given. Where the nature of the variation is such that it is not possible to provide the detailed information within this time, a detailed estimate of costs is to be provided in order that on-account payments may be included within interim applications, where applicable.

Measurement of covered work

329. The Contractor shall take photographs of any work requiring measurement which needs to be covered up and issue these to the Quantity Surveyor. It should be noted that all such photographs will remain the property of the Employer and are not to be published for any other use without the prior written permission of the Employer.

Interim applications, valuations and payments

330. Interim applications will be carried out on a monthly basis for the duration of the on-site period. The application is to be submitted by the Contractor to the Quantity Surveyor in advance by claiming percentages against the individual sections of the tender breakdown, together with claims for any variations that have occurred and an allowance for materials on site; claims for materials off site will not be included within the applications.
331. The Contractor shall at the time of each valuation, disclose to the Quantity Surveyor, which of the unfixed materials and goods on site are free from and which are subject to, any reservations of title inconsistent with passing of property, together with their respective value.
332. The Contractor's applications for payment are to be submitted by e-mail to the Client and Quantity Surveyor.
333. In the event that a purchase order is issued to the Contractor, his invoice is to include the Employer's purchase order reference, without which payment will not be made.

Payment for products stored off-site

334. It is not the Employer's intention to make on-account payments for materials stored off-site.

1.8 EMPLOYER'S REQUIREMENTS: QUALITY STANDARDS AND QUALITY CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

Incomplete information

335. Where the information provided regarding any product to be included within the Works or the level of workmanship required is insufficient to allow the Contractor to carry out the works, he is to raise the matter with the Architect to seek clarification of the requirements.

Registration of operatives

336. All labour used on site is to be officially registered to work in the UK.

Anti discrimination

337. The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) and he shall comply with the Employer's policies and procedures to prevent unlawful discrimination.
338. The Contractor warrants his practices and procedures comply with legislation to prevent unlawful discrimination and that his employees are fully trained on matters relating to the prevention of unlawful discrimination.
339. The Contractor shall provide information as required by the Employer in relation to compliance with anti discrimination and will co-operate with any investigation by the Employer or a body empowered to carry out such investigations under the relevant legislation.
340. Where any investigation is conducted or proceedings are brought arising directly or indirectly from the Contractor's acts or omissions which results in a finding, the Contractor shall indemnify the Employer with respect to all costs, charges and expenses (including legal and administrative expenses) incurred during or in connection with any such investigation or proceedings and further indemnify the Employer for any compensation, damages, costs or other award that he may be required to pay to a third party.

Quality Plan / company policies

341. The Contractor is to provide to the Architect, before commencement of the Works, a Quality Plan detailing his Company Quality Policy, together with project specific quality control and audit procedures.

Materials and workmanship

342. Except where otherwise stated or contradicted, materials are to be of the best quality consistent with the character of the works and compliant with British or European Standards or Codes of Practice. Where the Contractor is responsible for selecting materials, they shall be in accordance with the guidelines contained in the current edition of Good Practice in Selection of Construction Materials published by Ove Arup.
343. All products are to be stored, handled and installed in accordance with the manufacturer's instructions.
344. Workmanship is to comply with current British or European Standards or Codes of Practice and be of a high standard, particularly with regard to the accuracy of dimensions, lines, planes, levels and the quality of surface finishings.
345. All operatives shall be trained and experienced in the scope of works which they are undertaking.

Proprietary materials

346. Branded materials are to be handled, stored, used and processed strictly in accordance with the manufacturer's instructions and recommendations. Such materials are to be obtained direct from the manufacturer or through its accredited distributors.

Hazardous materials

347. Hazardous materials are not to be used; if the Contractor should form the opinion that compliance with the specification would involve the use of any such materials, he is to advise the Architect accordingly and await further instructions.

SAMPLES / APPROVALS

Samples

348. The Contractor shall provide samples of the following materials to submit to the architect for approval:

- Ventilation roof tiles
- Lighting fittings
- Electrical fittings
- Brick cleaning
- New brickwork
- Reconditioned flooring

and any other materials offered as an alternative to that specified

SUPERVISION / INSPECTION / DEFECTIVE WORK

Overtime working

349. When the Contractor requires to work outside of the normal working hours, he is to give 24 hours notice to the Architect / Employer.
350. The cost of working of any overtime (other than that specifically ordered in writing by the Architect) necessary to comply with the foregoing, will be borne by the Contractor.

WORK AT OR AFTER COMPLETION

Drying out

351. The Contractor shall make all necessary provision for properly drying out the Works.

Cleaning

352. The Contractor shall provide for cleaning the building inside and out on completion to the satisfaction of the Architect, including the removal of stains, touching up paint and polished work and leaving the whole of the Works ready for occupation.

Security at completion

353. The Contractor is to ensure that all areas are fully locked and secure upon completion of the Works and that the keys are labelled and handed to the Employer.

Making good / rectification of defects

354. The Contractor is to carry out his own inspection of the Works before offering them to the Architect for snagging.
355. The Architect will issue snagging sheets itemising any defects in the Works which need rectification and the Contractor is to attend to these items in a diligent manner in order that disruption to the Employer following occupation is kept to a minimum.

1.9 EMPLOYER'S REQUIREMENTS: SECURITY, SAFETY AND PROTECTION

SECURITY / HEALTH AND SAFETY

Pre-construction information

356. The Contractor is required to submit with his tender his company policy and procedures, together with his proposals and available resources for complying with Health and Safety matters. Proposals should include a response to specific matters identified in the Pre-Construction Information document and this will form part of the tender evaluation when assessing a Contractor's competence to undertake the project.
357. It is not possible to ascertain the full nature and condition of the site and existing buildings before opening up. However, a Pre-Construction Information document incorporating a hazard register has been carried out. This is included as part of the tender documentation and must be taken into account by the Contractor when pricing his tender.
358. The Employer and/or the Architect do not guarantee the accuracy and sufficiency of this information. The Contractor must ascertain for himself any information required for the safety of the Works and all persons employed upon or having access to the Works.

Health and Safety Legislation

359. The Contractor will be appointed as the "Principal Contractor" in accordance with the Construction (Design and Management) Regulations 2015.
360. The Contractor shall comply with all statutory requirements relating to construction, safety, health and welfare regulations and use products, methods of work and protective measures which minimise health and safety hazards.

Execution hazards

361. The Contractor shall inform the Architect / Principal Designer in advance, of all safety precautions and procedures, including those, which will require the compliance of the Employer or his representatives when visiting the site.
362. Risk assessments and method statements are to be provided by the Contractor for all works likely to involve risk to personnel, the environment or business operations. Risk assessments are to be submitted to the Principal Designer and Employer a minimum of 10 days prior to the works being carried out.
363. The Contractor shall comply with the Employer's specific health and safety regulations, details of which are set out in the Pre-Construction Information document.
364. The Contractor shall carry out site safety audits at a maximum of 4 weekly intervals and submit the findings to the Principal Designer. All reportable injuries, fires, accidents or near misses are to be reported to the Employer and Principal Designer immediately.
365. The consumption of alcohol on the sites is prohibited. The Contractor shall ensure that no such substances are brought onto sites by any of his personnel or Sub-Contractors' operatives.
366. The Contractor shall allow for undertaking a CAT scan of the areas to be excavated prior to commencing excavation works.

Construction phase health and safety plan

367. The Contractor shall submit his Construction Phase Plan including all necessary risk assessments and method statements to the Principal Designer at least one week prior to commencement on site. This is to be continually updated as the project proceeds.

Security

368. The Contractor shall maintain the security of the premises at all times to the satisfaction of the Architect

and he shall immediately comply with any instruction issued to him in this respect.

- 369. The Contractor shall be responsible for and decide for himself what security arrangements should be made along all boundaries of the site and make due allowance in his tender.
- 370. All of the Contractor's personnel will be required to book in / out with the site register on entering and leaving the site.
- 371. All operatives will be required to wear identity badges which the Contractor shall provide.
- 372. Any person found in an area of the site for which they have not been given prior permission to visit will be requested to leave the premises. The Contractor should note that the station is used and frequented by many school children at certain times of the day and arrange the management of the Works with this in mind.

Temporary fencing, hoarding, screens, fans, planked foot ways, guard rails, gantries and similar items

- 373. The Contractor shall provide and maintain all temporary fencing, fans, gantries, pavement diversions guard rails, hoarding and lockable gates to enclose the front boundary of the site adjacent to the pavement and adequately protect the public from the Works. Alter, shift and adapt from time to time as necessary and clear away on completion and pay all costs and charges in connection therewith. All hoarding designs and alterations, and any associated enabling works, should be agrees with the relevant railway authorities, planning authorities, Council as required.

Protection of persons

- 374. The Contractor shall ensure the safety and protection of all persons having rightful access to the site and adjacent areas where he may be working. Particular care and attention should be given to the rail passengers.
- 375. The Contractor shall provide all necessary temporary screens / hoarding deemed necessary for the proper protection of the users of the station and surrounding site and all personnel working on the site or which have rightful access to the site and adjacent areas; alter, shift and adapt as necessary and remove from site on completion.
- 376. The Contractor is to provide all necessary temporary signs, notices and diversions around the site area to maintain access for personnel and to ensure that means of escape are fully maintained at all times. In particular railway signs must be maintained and only moved after agreement with railway authorities.

Occupier's rules and regulations

- 377. The Contractor is to provide the Employer with telephone numbers to allow the Contractor to be contacted in the event of an emergency outside of normal working hours.

PROTECTION AGAINST

Noise control

- 378. Normal working facilities in areas affected by or close to the Works will be maintained throughout the period of the Contract and this must be deemed to include the ability to conduct business on the telephone. Therefore, the Contractor must allow for breaks in continuity of noisy work, if required by the Employer.
- 379. The Contractor shall fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles, and shall comply with statutory requirements relating to the control of noise levels on site. The Contractor should note the rights of action that exist under current legislation and he is to allow for any measures, including stoppage of the Works, which may necessitate as a result of action by any authority.
- 380. The use of radios (excluding walkie-talkies required for the carrying out of the Works) or other audio equipment on site will not be permitted.

381. All works liable to cause offence by way of noise or other pollution shall be carried out outside of normal office working hours. The Contractor will organise such works to cause the minimum inconvenience to occupiers of the building and adjacent buildings.

Pollution control

382. The Contractor shall take all necessary precautions to prevent nuisance from smoke, dust, rubbish and other causes.

Control and disposal of water from excavations

383. The Contractor is to agree with the railway authorities, the Local Authority and any other relevant body, the method and rate of disposal of water from excavations, any necessary filtration, etc. and shall bear all costs and charges in connection therewith.

Fire prevention

384. The Contractor is to ensure that hot welding in concealed locations is completed at least one hour before finishing works on site each day and that the areas are checked before leaving site to ensure that there is no risk of fires.

Smoking on site

385. The site is a "no smoking area"; the Contractor shall ensure that his operatives and all Sub-Contractors restrict smoking to designated areas.

Burning on site

386. The burning of rubbish on site will not be permitted.

PROTECTION

Maintaining live services

387. The Contractor shall protect, uphold, temporarily divert and maintain all pipes, ducts, drains, sewers, service mains, and the like during the execution of the Works to both the Employer's building and the adjoining buildings. The Contractor is to make good any damage due to any cause within his control and bear any costs and charges in connection therewith. The Contractor must obtain approval to interrupt services at least two weeks in advance.

388. Services are required to be maintained to other areas of the station site, notably the railway comms room and adjacent residence, at all times and only temporarily shut down where prior written authorisation has been obtained from all relevant parties.

Roads and footpaths

389. The Contractor is to ensure that the Bat & Ball Road, passenger access path and adjacent car park especially are protected from construction traffic during the Works and he is to make good any damage due to any cause within his control and bear any costs and charges in connection therewith.

Maintaining public and private roads

390. The Contractor shall maintain public and private roads, footpaths, kerbs and the like, and keep the approaches to the site free from excavated materials, mud and debris. The Contractor is to make good any damage due to any cause within his control and bear any costs and charges in connection therewith.

391. The Contractor is to sweep and wash the public roads, platform and paths affected by the Works.

Existing features

392. The Works involve altering the existing building which will be incorporated into the use. The Contractor shall comply with the heritage requirements and fully protect the existing structure and finishings to be retained, together with the following existing items:

- Windows and doors
- Walls floors and covings
- Railway-related fixtures and fittings

Existing furniture, fittings and equipment

393. The Employer will generally remove furniture, fixtures and fittings before commencement of the Works on site. The Contractor shall liaise with railway authorities as to the maintenance, temporary replacement and reinstatement of their signage and other building fixtures.

Protection of the Works

394. The Contractor shall allow for temporary casings, coverings and protection of work including removing all temporary protection upon completion of the Works.

1.10 EMPLOYER'S REQUIREMENTS: SPECIFIC LIMITATIONS ON METHOD, SEQUENCE AND TIMING

GENERAL

Cleaning

395. The site is to be kept in a clean and tidy state at all times to ensure that a safe working environment is provided for all operatives, passengers and visitors.

DESIGN CONSTRAINTS

396. The Contractor will be permitted to store materials in the building, but he will be responsible for ensuring that he does not exceed the design loading for the structure and for remedying any damage arising from non-compliance with this provision.

METHOD / SEQUENCE OF WORK

Possession of the site

397. The Contractor will take possession of the whole of the site on the day named in the Contract as the Date of Possession.

Method and sequence of work

398. The following should be taken into account when programming the Works:
- The railway authorities' need to operate and conduct business without interruption.
 - Access to be maintained for the railway passengers, adjacent residents and visitors at all times.
 - The need to maintain means of escape and access for emergency vehicles.
399. The Contractor shall organise his programme to cause as little inconvenience and disruption as possible to railway users and contractors. He shall allow for taking all necessary precautions to complete items of work likely to cause offence by way of noise or pollution at times to minimise such nuisance.
400. Programming of the services installations is to be carefully planned and agreed with the Architect to ensure that no disruption whatsoever is experienced to the operations of the surrounding and occupied areas.

USE OR DISPOSAL OF MATERIALS FOUND

Disposal of material off site

401. The Contractor is to remove all material arising from the demolitions and excavations, together with all waste material and packaging from site.

WORKING HOURS

Working hours

402. It is anticipated that the Contractor's normal working hours will be between 8.00 am – 6.00 pm, Monday to Friday.
403. The following works are to be carried out outside of the normal working hours and organised to cause the minimum inconvenience:
- All works involving the shutdown of services.
 - Any works which could potentially interfere with the business operations of the Employer.
 - All work liable to cause offence by way of noise or other pollution.
404. Where the Contractor chooses to carry out works outside of normal working hours, the Employer is to be advised at least 24 hours in advance.
405. The cost of any overtime working necessary in order to execute the works will be borne by the Contractor.

1.11 EMPLOYER'S REQUIREMENTS: SITE ACCOMMODATION/SERVICES/FACILITIES/TEMPORARY WORK

GENERALLY

Rubbish disposal

406. The Contractor will be expected to work in accordance with the general principles of the Site Waste Management Plans Regulations 2008 in planning the disposal and recycling of waste materials.
407. The Contractor shall provide for removing all rubbish from the site as it accumulates from time to time and at completion.
408. The Contractor shall comply with all regulations and obtain all necessary licences for the delivery, siting and removal of rubbish skips.
409. The Contractor shall furnish the Architect with a copy of all of his waste tipping / transfer certificates for materials removed from the site.

SITE ACCOMMODATION

Room for meetings

410. The Contractor shall arrange space on site for his subcontractor meetings and for informal meetings with the client and consultants. The Contractor is to liaise with the Architect as to timings for formal site meetings will take place in the nearby Community Centre.

Site offices

411. The Contractor shall provide and maintain office and ancillary accommodation for the use of his staff; alter, shift and adapt from time to time as necessary.
412. The Contractor shall provide and keep in a clean and sanitary condition, all temporary accommodation required for the use of workpeople employed on the site, in accordance with the Working Rule Agreement and any local requirements; alter, shift and adapt from time to time as necessary.
413. The Contractor shall fully enclose his site accommodation within the upper level car park with a Heras fence.

Sanitary accommodation

414. The Contractor shall provide and maintain temporary sanitary accommodation and facilities for the use of operatives, Consultants, Employer's representatives and other persons with authorisation to visit the site; alter, shift and adapt from time to time as necessary.

Storage

415. The Contractor shall provide and maintain watertight sheds for the storage of materials, tools and tackle; alter, shift and adapt from time to time as necessary.

Car parking

416. The Contractor is to make their own arrangements as regards car-parking.

SERVICES AND FACILITIES

Lighting and power

417. The Employer will provide electricity for the Works free of charge. The Contractor shall provide all equipment, make temporary arrangements for distribution around the site in accordance with the

Electricity Authority's regulations, pay all costs and charges in connection therewith and clear away and make good on completion.

418. Temporary lighting shall be adequate to carry out the relevant task to eliminate the risk of poor workmanship arising from poorly lit areas.

419. The Contractor may use the permanent lighting installation but will be required to re-lamp at his own cost. All fittings used must give 100% lamp life at Practical Completion.

Power and data

420. The Contractor shall provide temporary power and data supplies for the Works.

Water

421. The Employer will provide water for the Works free of charge. The Contractor shall make temporary arrangements for the storage and distribution of water around the site in accordance with the Water Authority's regulations, pay all costs and charges in connection therewith and clear away and make good on completion.

Contractor's on-site telephones

422. The Employer will not allow the Contractor to make use of the existing telephone lines.

423. The Contractor shall provide and maintain mobile or fixed line telephones for all his managerial site staff including paying all rental and call charges for the duration of the Works.

Computers

424. The Contractor shall provide an on-site computer to receive information from the consultants for the duration of the works on site.

E-mail and internet facilities

425. The Contractor shall provide either a wireless or high speed fixed line broadband connection to the site offices for the duration of the works on site including paying all line rental costs.

Use of permanent heating systems

426. The Contractor shall determine the level of temperature and humidity necessary to maintain in good condition all parts of the Works and so maintain such temperature and humidity until Practical Completion. The Contractor may use the new services installations partly or wholly for this purpose, as and when available, bearing all costs and paying all charges including the provision of qualified attendant staff and the cost of fuel and equipment. The Contractor shall make good any damage to new services installations at his own expense.

Personal protective equipment

427. The Contractor is to provide safety helmets, waterproof clothing, rubber boots and safety footwear for operatives and visiting Employers' representatives.

TEMPORARY WORKS

Temporary works

428. The Contractor will be solely responsible for the design, installation and removal of all temporary works and shall submit to the Architect for approval, fifteen working days prior to the work being executed, full details of his proposals. These shall include calculations, working drawings and programme indicating the sequence of operations. Approvals, given or implied by the Architect, of these details shall not relieve the Contractor of his duties and responsibilities under the Contract. Initiation of temporary works by the Contractor before the Architect's approval shall be at the Contractors own risk.

429. The Contractor shall carry out the Works in such a manner so as not to endanger adjoining buildings, roads, pavements and services and shall make good any damage arising from inadequate work at his own expense.

Temporary fencing, hoarding, screens, fans, planked foot ways, guard rails, gantries and similar items

430. The Contractor shall obtain permission / licences from the Local Authority, Police and other Authorities before the erection of hoarding and pay all charges in connection therewith. Remove temporary hoarding upon completion, including making good all works and finishes disturbed.

Scaffolding

431. The Contractor shall provide all temporary scaffolding for the proper execution of the Works. Alter, shift and adapt from time to time as necessary. If the Contractor strikes any scaffolding before ascertaining whether any Sub-Contractor or Public Body requires it, he must re-erect it at his own expense.

Name boards

432. The Contractor shall provide and maintain a name board of a design and in a position approved by the Architect. The board will show the title of the Works, the names of the Employer and the Contractor, and provide space for the display of four Consultants' standard name boards, each size 300 x 1200m.
433. The Contractor shall obtain planning consent, pay all associated charges and remove the name board on completion, including making good all works and finishes disturbed.

Traffic regulations

434. The Contractor shall comply with all traffic and police regulations and allow for any associated costs.

1.12 EMPLOYER'S REQUIREMENTS: OPERATION/MAINTENANCE OF FINISHED BUILDING

OPERATION AND MAINTENANCE MANUAL

Generally

435. The Contractor shall provide the Employer with 4No paper sets and 3No electronic discs of Operating and Maintenance Manuals including complete record drawings and photographs for the Ground Floor of the building including all work executed by Sub-Contractors.
436. Hard copies of the Operating and Maintenance Manuals shall be provided in an A4 ring binder format with each page being contained in separate plastic document wallets and divided into sections as agreed with the Architect. The manuals shall include the following information:
- Index
 - As fitted drawings of all installations
 - System descriptions and equipment schedules
 - Operational routines and fault finding
 - Planned maintenance procedures
 - Recommended spares and consumables
 - Manufacturers' technical literature
 - Commissioning data, test certificates and record drawings
 - Emergency contacts
 - Photographic records of significant concealed services
 - Health and safety information
 - Emergency call out details
 - Advice on future modifications
 - Information regarding the removal and disposal of plant and equipment
437. Information will be provided to the Contractor by the specialist Sub-Contractors employed directly by the Employer, where appropriate. The Contractor will be responsible for obtaining, checking, co-ordinating, compiling and handing over the Operating and Maintenance Manuals to the Employer.
438. The first draft documentation must be available to the Architect / Principal Designer and other relevant members of the project team for review / comment a minimum of two weeks before the date of Practical Completion with the final draft format being available at Practical Completion. The Contractor must issue the final approved documentation to the Architect and other relevant parties not more than two weeks following return of the draft documentation to the Contractor.

HEALTH AND SAFETY FILE

Generally

439. The Contractor shall provide the Employer with 4No paper sets and 3No electronic discs of the Health and Safety File which will contain the information required to maintain the fabric of the building and incorporate the Operating and Maintenance Manual for the building including all work executed by Sub-Contractors.

440. Hard copies of the Health and Safety File shall be provided in an A4 ring binder format with each page being contained in separate plastic document wallets and divided into sections as agreed with the Architect. The contents of the manuals will be subject to agreement with the Principal Designer, but will include:

- Index
- As fitted drawings
- Planning / Building Control consents
- Manufacturers' technical literature
- Planned maintenance procedures
- Recommended spares and consumables
- Contact details
- Health and safety information
- Information regarding the removal and disposal of products

PRESENTATION OF DOCUMENTS

Warranties

441. The Contractor shall ensure that the benefit of all extended warranties provided by Sub-Contractors or suppliers is available for the Employer at Practical Completion.

442. All warranties and guarantees shall commence at the Date of Completion.

OTHER EMPLOYER SPECIFIC REQUIREMENTS

Training

443. Before Practical Completion, the Contractor is to explain and demonstrate to the Employer's maintenance staff, the purpose, function and operation of the installations, including all items and procedures listed in the Operating and Maintenance Manuals.