

 EAST MIDLANDS

RESERVE FORCES AND CADETS ASSOCIATION

SECTION 1

SPECIFICATION OF WORKS

Required to be carried out at:

Mansfield Cadet Centre,

Botany Avenue,

Mansfield,

NG18 5NG

For:

East Midlands Reserve Forces and Cadets Association

TA Centre Triumph Road,

Nottingham NG7 2GG

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Ben Webster – EM-EST-Refurb2022BW – June 2022

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# A10 PROJECT PARTICULARS

### 110 THE PROJECT

* Name: Refurbishment works for Building 1, 2, 3 and 4.
* Nature: Works include External repairs and decorations. Internal works include repairs, new heating, new lighting, sanitary ware, new kitchen and decoration works. Demolition and removal of Building 4
* Location: Mansfield Cadet Centre, Botany Avenue, Mansfield, NG18 5NG.
* Length of contract: TBC

### 120 EMPLOYER (CLIENT)

* Name: East Midlands Reserve Forces and Cadets Association (EMRFCA)
* Address: TA Centre, Triumph Road, Nottingham, NG7 2GG.
* Contact: Ben Webster, Works Officer (East)
* Telephone: 07770858591
* E-mail: em-estateswoeast@rfca.mod.uk

### 130 PRINCIPAL CONTRACTOR (CDM)

* Name: TBC
* Address: TBC
* Contact: TBC
* Telephone: TBC
* E-mail: TBC

### 140 ARCHITECT/ CONTRACT ADMINISTRATOR

* See 120.

### 150 PRINCIPAL DESIGNER

* See 120.

# A11 TENDER AND CONTRACT DOCUMENTS

### 110 TENDER DRAWINGS

* The tender drawings are: The description of works and Appendix- support documents.

### 120 CONTRACT DRAWINGS

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

### 160 PRECONSTRUCTION INFORMATION

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

### 180 OTHER DOCUMENTS

* Inspection: Drawings and other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office.

# A12 THE SITE/ EXISTING BUILDINGS

### 110 THE SITE

* Description: The site is a restrictive Ministry of Defence site. It includes four single storey buildings.

### 120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

* Description: Residential and industrial buildings.

### 140 EXISTING UTILITIES AND SERVICES

* Drawings: Some are available, but old limited information.
* Other information: N/A

### 160 SOILS AND GROUND WATER

* Information: None available.

### 180 HEALTH AND SAFETY FILE

* Availability for inspection: The Health and Safety File for the site/ building is located in the general office for the building on the ground floor.

### 200 ACCESS TO THE SITE

* Description: Access to site is via vehicle gates off Botany Avenue. Please note the gate has restrictive width which would not allow larger vehicles through.
* Limitations: Visits strictly by appointment only. No access will be granted without prior appointment.

### 210 PARKING

* Restrictions on parking of the Contractor’s and employees' vehicles: Parking available within site and on the road.

### 220 USE OF THE SITE

* General: Do not use the site for any purpose other than carrying out the Works.
* Limitations: Contractors access is only to work areas only.

### 240 HEALTH AND SAFETY HAZARDS

* General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However the following hazards are or may be present:
* Working at height, asbestos materials found within the building, hidden services, uneven grounds. Further detail found in section 4.
* Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer’s representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
* Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

### 250 SITE VISIT

* Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
* Arrangements for visit: Please contact Works Officer 0777085859. **Visits strictly by appointment only.**

# A13 DESCRIPTION OF THE WORK

### 110 PREPARATORY WORK BY OTHERS

* Works: None been undertaken.
* Descript: N/A

### 120 THE WORKS

* Description: Works include External repairs and decorations. Internal works include repairs, new heating, new lighting, sanitary ware, new kitchen and decoration works.

### 130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

* Descript: N/A

### 140 COMPLETION WORK BY OTHERS

* Description: N/A

# A20 JCT MINOR WORK BUILDING CONTRACT (MW)

### JCT MINOR WORKS BUILDING CONTRACT

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

## THE RECITALS

### FIRST – THE WORKS AND THE CONTRACT ADMINISTRATOR

* The work comprises: Works include External repairs and decorations. Internal works include repairs, new heating, new lighting, sanitary ware, new kitchen and decoration works.
* Architect/ Contract Administrator: See clause A10/140.

### SECOND – CONTRACT DOCUMENTS

* Contract drawings: As listed in clause A11/120.
* Contract documents: The following have been prepared which show and describe the work to be done Specification of works

### THIRD – PRICED DOCUMENTS

* Documents to be priced or provided by the Contractor: Description of works.

## THE ARTICLES

### 3 – ARCHITECT/ CONTRACT ADMINISTRATOR

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

### 4 AND 5 – PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

* Principal Designer: See clause A10/150.
* Principal Contractor: See clause A10/130.
* 4 and 5 - PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR
* Articles 4 and 5 will be deleted

## CONTRACT PARTICULARS

### FOURTH RECITAL AND SCHEDULE 2 – BASE DATE

* Base date: 18/08/2022
* Fourth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)
* Employer at the Base Date is a 'contractor' for the purposes of the CIS.

### FIFTH RECITAL – CDM REGULATIONS

* The project not notifiable.

### SIXTH RECITAL – FRAMEWORK AGREEMENT

* Framework agreement: Does not apply.
* Details: N/A

### SEVENTH RECITAL AND SCHEDULE 3 – SUPPLEMENTAL PROVISIONS

* Collaborative working: Supplemental Provision 1 yes
* Health and safety: Supplemental Provision 2 yes
* Cost savings and value improvements: Supplemental Provision 3 yes
* Sustainable development and environmental considerations: Supplemental Provision 4 yes
* Performance indicators and monitoring: Supplemental Provision 5 yes
* Notification and negotiation of disputes: Supplemental Provision 6 no Where Supplemental Provision 6 applies, the respective nominees of the parties are:
	+ Employer's nominee: N/A
	+ Contractor's nominee: N/A
	+ Or such replacement as each party may notify to the other from time to time.

### CLAUSE 2.2 – COMMENCEMENT AND COMPLETION

* Works Commencement date: TBC
* Date for completion: TBC

### CLAUSE 2.8 – LIQUIDATED DAMAGES

* At the rate of £80 per week

### CLAUSE 2.10 – RECTIFICATION PERIOD

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

### CLAUSE 4.3 – INTERIM PAYMENTS

* Interim Valuation Dates:
	+ The first Interim Valuation Date is: 4 weeks
	+ Thereafter at intervals of: 4 weeks
	+ Payments due prior to practical completion:
	+ Percentage of total value of the work etc.: 95%
* Payments becoming due on or after practical completion:
	+ Percentage of the total amount to be paid: 95%

### CLAUSE 4.3 AND 4.8 – FLUCTUATIONS PROVISION

* The following fluctuations provision applies: Fluctuation provision does not apply.

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

* Period: Three from the date of practical completion.

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

* The required level of cover for any one occurrence or series of occurrences arising out of one event:
* Not less than: £10,000,000.

### CLAUSES 5.4A, 5.4B AND 5.4C – INSURANCE OF THE WORKS, ETC. – ALTERNATIVE PROVISIONS

* Where clause 5.4.C applies:
* insurance arrangements - details of the required policy or policies:
	+ Insurance of the works – The works, in full, will be insured by the principal contractor. The principal contractor is required to provide copies of all relevant insurance policy certificates within 7 days of request for approval. Cover must include an indemnity to principals clause which extends liability cover to a principal if he is sued as a result of another person’s actions.

### CLAUSE 7.2 – ADJUDICATION

* The Adjudicator is: The President or Vice President.
* Nominating body: The Royal Institution of Chartered Surveyors.

SCHEDULE 1 PARAGRAPH 2.1 – ARBITRATION

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

## THE CONDITIONS

### SECTION 1: DEFINITIONS AND INTERPRETATION

### 1.4 – RECKONING PERIODS OF DAYS

* Amendments: none.

### 1.8 – APPLICABLE LAW

* Amendments: none.

### SECTION 2: CARRYING OUT THE WORKS

### SECTION 3: CONTROL OF THE WORKS

### SECTION 4: PAYMENT

### SECTION 5: INJURY, DAMAGE AND INSURANCE

### SECTION 6: TERMINATION

### SECTION 7: SETTLEMENT OF DISPUTES

### EXECUTION

* The Contract: Will be executed Underhand

### CONTRACT GUARANTEE BOND

* Contract Guarantee Bond: Is not required

# A30 TENDERING/ SUBLETTING/ SUPPLY

## MAIN CONTRACT TENDERING

### 110 SCOPE

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

### 145 TENDERING PROCEDURE

* General: In accordance with the principles of: JCT Practice Note 2012.
* Arithmetical errors: Alternative 2 is dominant.

### 160 EXCLUSIONS

* Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
* Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

### 170 ACCEPTANCE OF TENDER

* Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.
* Costs: No liability is accepted for any cost incurred in the preparation of any tender.

### 190 PERIOD OF VALIDITY

* Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 90 days.
* Date for possession/ commencement: See section A20.

### 193 PREVENTION OF CORRUPTION

* EMRFCA may terminate this contract and recover all of its loss if the Tenderer, its employees or anyone acting on the Tenderer’s behalf do any of the following things:
1. Offer, give or agree to give anyone any inducement or reward in respect of this or any other EMRFCA contract (even if the Contractor does not know this has been done); or
2. commit an offences under the Prevention of Corruption Acts 1889 to 1916
3. commit any fraud in connection with this or any other EMRFCA contract whether alone or in conjunction with Residents or employees.
* Any clause limiting the Contractor's liability shall not apply to this clause.

### 196 DATA PROTECTION

* The Contractor shall ensure that all information of the Site to which the Contractor has access and any information collected by the Contractor in connection with the Contract shall:
1. be held in strict confidence
2. be used only within the limits of that site
3. be collected, maintained and otherwise used only in accordance with the requirements of the Data Protection Act and Principles and also EMRFCA’s policies and practices as to Data Protection, which EMRFCA notifies to the Contractor in writing from time to time
4. be made available, at no charge to EMRFCA, in respect to any subject access requests
5. belong to the EMRFCA.
6. be disclosed only with the consent of EMRFCA and then only to those employees, contractors and auditors or advisors who need to know (and then subject to a confidentiality undertaking in substantially similar terms to this clause)
7. be kept secure
* The Contractor shall ensure, without prejudice to the provisions of this clause, that all its agents, employees and sub-contractors engaged on work in connection with the Contract shall comply with the terms of this clause.

### 198 POLICE REGULATIONS

* The Contractor shall comply with all Police Regulations.

### 199 SECURITY AND POLICE SCREENING

* The Contractor and his employees will/will not be the subject of Police security checking for the purpose of the works contained within this Contract.
* Should a Police Security check be necessary for this project, the Police will require the names, addresses and date of birth of all personnel (including management) who are likely to be employed. If as the result of such screening an objection is made to an individual or firm, then the Employer reserves the right to debar that individual or firm from the site or establishment. Such actions shall not invalidate this contract.
* The Employer reserves the right to debar any person from any premises forming part of this contract. Personnel with a subsiding conviction against young or old people of a sexual nature will not be allowed to work on site under this contract.

### 202 UNDER THE INFLUENCE

* The Contractor shall ensure that no person in his employ (direct or sub-contract), agent or any other person engaged by himself in connection with this project shall knowingly be on site, or have access to the place of this works, under the influence of alcohol, or non-prescription drugs. EMRFCA will enforce zero tolerance in respect of this matter. EMRFCA will expect that a breach of this clause by any of the aforementioned persons be treated as a gross misconduct disciplinary offence & as such treated accordingly by the Contractor. EMRFCA also reserves the right to take action against the Contractor in respect of any breach of this matter, including it as grounds for determination of the contract & possible removal from the list of selected Contractors.

## PRICING/ SUBMISSION OF DOCUMENTS

### 210 PRELIMINARIES IN THE SPECIFICATION

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

### 250 PRICED DOCUMENTS

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

### 310 TENDER

* General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

### 440 SCHEDULE OF RATES

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

### 440 SCHEDULE OF RATES

* Content: Provide rates for all significant items of work.
* Fully priced copy: Submit

### 510 ALTERNATIVE METHOD TENDERS

* General: In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.
* Alternative tenders: Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.
* Safety method statement: Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
* Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.
* Submit with tender.

### 530 SUBSTITUTE PRODUCTS

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

### 550 HEALTH AND SAFETY INFORMATION

* Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
* Include:
	+ A copy of the contractor's health and safety policy document, including risk assessment procedures.
	+ Accident and sickness records for the past five years.
	+ Records of previous Health and Safety Executive enforcement action.
	+ Records of training and training policy.
	+ The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
	+ Submit: Within one week of request

### 570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

* Content: Submit the following information within one week of request:
	+ Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
	+ Details of the management structure and responsibilities.
	+ Arrangements for issuing health and safety directions.
	+ Procedures for informing other contractors and employees of health and safety hazards.
	+ Selection procedures for ensuring competency of other contractors, the self-employed and designers.
	+ Procedures for communications between the project team, other contractors and site operatives.
	+ Arrangements for cooperation and coordination between contractors.
	+ Procedures for carrying out risk assessment and for managing and controlling the risk.
	+ Emergency procedures including those for fire prevention and escape.
	+ Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
	+ Arrangements for welfare facilities.
	+ Procedures for ensuring that all persons on site have received relevant health and safety information and training.
	+ Arrangements for consulting with and taking the views of people on site.
	+ Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
	+ Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
	+ Review procedures to obtain feedback.

### 590 SITE WASTE MANAGEMENT PLAN

* Person responsible for developing the Plan: The Contractor.
* Content: Include details of:
	+ Principal Contractor for the purposes of the plan
	+ Location of the site.
	+ Description of the project.
	+ Estimated project cost.
	+ Types and quantities of waste that will be generated.
	+ Resource management options for these wastes including proposals for minimization/ reuse/ recycling.
	+ The use of appropriate and licensed waste management contractors.
	+ Record keeping procedures.
	+ Waste auditing protocols.
* Submit with tender.

### 599 FREEDOM OF INFORMATION

* Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
* Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
* Confidentiality: Maintain at all times.

# A31 PROVISION, CONTENT AND USE OF DOCUMENTS

## DEFINITIONS AND INTERPRETATIONS

### 110 DEFINITIONS

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

### 120 COMMUNICATION

* Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
* Format: In writing to the person named in clause A10/140 unless specified otherwise.
* Response: Do not proceed until response has been received.

### 130 PRODUCTS

* Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.
* Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

### 135 SITE EQUIPMENT

* Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
* Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

### 140 DRAWINGS

* Definitions: To BSRIA BG 6 A design framework for building services. Design activities and drawing definitions.
* CAD data: In accordance with BS 1192.

### 145 CONTRACTOR'S CHOICE

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

### 155 SUBMIT PROPOSALS

* Meaning: Submit information in response to specified requirements.

### 160 TERMS USED IN SPECIFICATION

* Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
* Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.
* Supply and fix: As above, but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.
* Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.
* Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
* Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
* Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
* Refix: Fix removed products.
* Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
* Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
* System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

### 170 MANUFACTURER AND PRODUCT REFERENCE

* Definition: When used in this combination:
	+ Manufacturer: The firm under whose name the particular product is marketed.
	+ Product reference: The proprietary brand name and/ or reference by which the particular product is identified.
* Currency: References are to the particular product as specified in the manufacturer’s technical literature current on the date of the invitation to tender.

### 200 SUBSTITUTION OF PRODUCTS

* Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
* Reasons: Submit reasons for the proposed substitution.
* Documentation: Submit relevant information, including:
	+ manufacturer and product reference;
	+ cost;
	+ availability;
	+ relevant standards;
	+ performance;
	+ function;
	+ compatibility of accessories;
	+ proposed revisions to drawings and specification;
	+ compatibility with adjacent work;
	+ appearance;
	+ copy of warranty/ guarantee.
* Alterations to adjacent work: If needed, advise scope, nature and cost.
* Manufacturers’ guarantees: If substitution is accepted, submit before ordering products.

### 210 CROSS REFERENCES

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

### 220 REFERENCED DOCUMENTS

* Conflicts: Specification prevails over referenced documents.

### 230 EQUIVALENT PRODUCTS

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

### 240 SUBSTITUTION OF STANDARDS

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

### 250 CURRENCY OF DOCUMENTS AND INFORMATION

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

### 260 SIZES

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

## DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

### 440 DIMENSIONS

* Scaled dimensions: Do not rely on.

### 450 MEASURED QUANTITIES

* Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.
* Precedence: The specification and drawings shall override the measured quantities.

### 460 THE SPECIFICATION

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

### 480 TECHNICAL DOCUMENTS

* Reference documents: Available for inspection by appointment during the normal office hours.

## DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

### 630 TECHNICAL LITERATURE

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

### 640 MAINTENANCE INSTRUCTIONS AND GUARANTEES

* Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
* Information location: In Building Manual.

# A32 MANAGEMENT OF THE WORKS

## GENERALLY

### 110 SUPERVISION

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

### 120 INSURANCE

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

### 130 INSURANCE CLAIMS

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

### 140 CLIMATIC CONDITIONS

* Information: Record accurately and retain:
	+ Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

### 150 OWNERSHIP

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

## PROGRAMME/ PROGRESS

### 210 PROGRAMME

* Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
	+ Planning and mobilisation by the Contractor
	+ Subcontractor's work.
	+ Running in, adjustment, commissioning and testing of all engineering services and installations.
	+ Work resulting from instructions issued in regard to the expenditure of provisional sums.
	+ Work by others concurrent with the Contract.
* Submit 2 copies

### 245 START OF WORK ON SITE

* Notice: Before the proposed date for start of work on site give minimum notice of 1 week.

### 250 MONITORING

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

### 260 SITE MEETINGS

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

### 280 PHOTOGRAPHS

* Number of locations: Through work areas.
* Frequency of intervals: Start and at the end of the works.
* Image forma JPEG
* Number of images from each location: 2
* Other requirements: None

### 290 NOTICE OF COMPLETION

* Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
* Associated works: Ensure necessary access, services and facilities are complete.
* Period of notice (minimum):1 Week on projects less than 6 weeks duration. 2 weeks on all other projects.

### 310 EXTENSIONS OF TIME

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

## CONTROL OF COST

### 420 REMOVAL/ REPLACEMENT OF EXISTING WORK

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

### 430 PROPOSED INSTRUCTIONS

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

### 440 MEASUREMENT

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

# A33 QUALITY STANDARDS/ CONTROL

## STANDARDS OF PRODUCTS AND EXECUTIONS

### 110 INCOMPLETE DOCUMENTATION

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

### 120 WORKMANSHIP SKILLS

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

### 130 QUALITY OF PRODUCTS

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

### 135 QUALITY OF EXECUTION

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

### 140 COMPLIANCE

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

### 150 INSPECTIONS

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

### 160 RELATED WORK

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

### 170 MANUFACTURER’S RECOMMENDATIONS/ INSTRUCTIONS

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

### 180 WATER FOR THE WORKS

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

## ACCURACY/ SETTING OUT GENERALLY

### 320 SETTING OUT

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

### 330 APPEARANCE AND FIT

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

### 340 CRITICAL DIMENSIONS

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

### 360 RECORD DRAWINGS

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

## SERVICES GENERALLY

### 410 SERVICES REGULATIONS

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

### 420 WATER REGULATIONS/ BYELAWS NOTIFICATION

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

### 430 WATER REGULATIONS/ BYELAWS CONTRACTOR’S CERTIFICATE

* On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:
	+ The address of the premises.
	+ A brief description of the new installation and/ or work carried out to an existing installation.
	+ The Contractor's name and address.
	+ A statement that the installation complies with the relevant Water Regulations or Byelaws.
	+ The name and signature of the individual responsible for checking compliance.
	+ The date on which the installation was checked.

### 435 ELECTRICAL INSTALLATION CERTIFICATE

* Submit: When relevant electrical work is completed.
* Original certificate: To be lodged in the Building Manual.

### 445 SERVICE RUNS

* General: Provide adequate space and support for services, including unobstructed routes and fixings.
* Ducts, chases and holes: Form during construction rather than cut.
* Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

### 450 MECHANICAL AND ELECTRICAL SERVICES

* Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
* Building Regulations notice: Copy to be lodged in the Building Manual.

## SUPERVISION/ INSPECTION/ DEFECTIVE WORK

### 525 ACCESS

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

### 530 OVERTIME WORKING

* Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
	+ Minimum period of notice: 2 days in writing.
* Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

### 540 DEFECTS IN EXISTING WORK

* Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
* Documented remedial work: Do not execute work which may:
	+ Hinder access to defective products or work; or
	+ Be rendered abortive by remedial work.

### 560 TESTS AND INSPECTIONS

* Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
* Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
* Records: Submit a copy of test certificates and retain copies on site.

### 610 DEFECTIVE PRODUCTS/ EXECUTIONS

* Proposals: Immediately any work or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
* Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

## WORK AT OR AFTER COMPLETION

### 710 WORK BEFORE COMPLETION

* General: Make good all damage consequent upon the Works.
* Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
* Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
* Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
* COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
* Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
* Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

### 730 MAKING GOOD DEFECTS

* Remedial work: Arrange access with WO
* Rectification: Give reasonable notice for access to the various parts of the Works.
* Completion: Notify when remedial works have been completed

# A34 SECURITY/ SAFETY/ PROTECTION

### 130 PRODUCT HAZARDS

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

### 140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

* Submission: Present to the Employer/ Client no later than 1 week prior to start of works.
* Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
* Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.

### 150 SECURITY

* Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
* Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
* Special requirements: Comply with site and security restrictions

### 160 STABILITY

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

### 170 OCCUPIED PREMISES

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

### 180 ACCESS CONTROL

* Controlled areas: All site.
* Control type: Restricted access.
* Authorised persons: Submit a list of the names of all persons requiring access together with any other related information reasonably required.
* Return of credentials: When requested or on completion of the work to which the controlled area relates.

### 200 MOBILE TELEPHONES AND PORTABLE ELECTRONIC EQUIPMENT

* Restrictions on use:
* None within the building

### 210 EMPLOYER’S REPRESENTATIVES SITE VISITS

* Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
* Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

### 220 WORKING PRECAUTIONS/ RESTRICTIONS

* Hazardous areas: Operatives must take precautions as follows:
	+ N/A
* Permit to work: Operatives must comply with procedures in the following areas:
	+ N/A

## PROTECT AGAINST THE FOLLOWING

### 330 NOISE AND VIBRATION

* Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
* Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
* Restrictions: Do not use:
	+ Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

### 340 POLLUTION

* Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
* Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

### 360 NUISANCE

* Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
* Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

### 370 ASBESTOS CONTAINING MATERIALS

* Duty: Report immediately any suspected materials discovered during execution of the Works.
	+ Do not disturb.
	+ Agree methods for safe removal or encapsulation.

### 371 DANGEROUS OR HAZARDOUS SUBSTANCES

* Duty: Report immediately suspected materials discovered during execution of the Works.
	+ Do not disturb.
	+ Agree methods for safe removal or remediation.

### 380 FIRE PREVENTION

* Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
* Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by Construction Industry Publications and The Fire Protection Association (The 'Joint Fire Code').

### 390 SMOKING ON SITE

* Smoking on site: Not permitted.

### 400 BURNING ON SITE

* Burning on site: Not permitted.

### 430 WASTE

* Includes: Rubbish, debris, spoil, surplus material, containers and packaging.
* General: Minimize production. Prevent accumulations. Keep the site and Works clean and tidy.
* Handling: Collect and store in suitable containers. Remove frequently and dispose off site in a safe and competent manner:
	+ Non-hazardous material: In a manner approved by the Waste Regulation Authority.
	+ Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
* Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.
* Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
* Waste transfer documentation: Retain on site.

## PROTECT THE FOLLOWING

### 510 EXISTING SERVICES

* Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
* Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
* Work adjacent to services:
	+ Comply with service authority's/ statutory undertaker's recommendations.
	+ Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
* Identifying services:
	+ Below ground: Use signboards, giving type and depth;
	+ Overhead: Use headroom markers.
* Damage to services: If any results from execution of the Works:
	+ Immediately give notice and notify appropriate service authority/ statutory undertaker.
	+ Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
	+ Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
* Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

### 520 ROADS AND FOOTPATHS

* Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
* Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.

### 560 EXISTING FEATURES

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

### 570 EXISTING WORK

* Protection: Prevent damage to existing work, structures or other property during the course of the work.
* Removal: Minimum amount necessary.
* Replacement work: To match existing.

### 580 BUILDING INTERIORS

* Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.

### 600 EXISTING FURNITURE, FITTINGS AND EQUIPMENT

* Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.
* Extent: Before work in each room starts the Employer will remove the following:
* Wall mounted pictures and paintings.

### 600 EXISTING FURNITURE, FITTINGS AND EQUIPMENT

* Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.
* Extent: Before work in each room starts the Employer will remove all items other than the following:
* All items will be moved or protected.

# A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING

### 160 USE OR DISPOSAL OF MATERIALS

* Specific limitations: All waste to be suitable disposed of at licensed tips.

### 170 WORKING HOURS

* Specific limitations: 8am to 5pm Monday to Fridays. Working outside of these hours is not permitted without prior authorisation.

# A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

## GENERALLY

### 110 THE BUILDING MANUAL

* Responsibility: Contractor
* Content: Obtain and provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works, including all buildings and their systems to enable efficient and safe operation and maintenance.
* Specific requirements: Details of materials used and all product codes and aftercare requirements.
* Format: PDF digital and paper copies
* Number of copies: 2 of each
* Delivery to: CA by (date) PC

### 115 THE HEALTH AND SAFETY FILE

* Responsibility: Contractor
* Content: Obtain and provide the following information: COSHH and manufacturers data sheets for all materials used.
* Format: PDF digital and paper copies
* Delivery to: CA No later than: 1 week after PC.

### 155 CONTENT OF THE BUILDING MANUAL

* General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
* Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
* Building services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
* Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.

### 160 PRESENTATION OF BUILDING MANUAL

* Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
* Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
* As-built drawings: The main sets may form annexes to the Manual.