

# ***SECTION 1***

## **Contract Preliminaries**

21/12/2020

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# 00-05-10 Project Definition

## 101 Project description

- **Project title:** Martin Luther King Building Welfare Facilities
- **Project description:** Install of three new Unisex toilets (one of which will be an ambulant disabled toilet) along with a fully accessible disabled toilet, baby change facility and cleaner's store.

## Site information

## Environmental information

## Hazardous substances information

## 150 Asbestos survey report

- **Details:** R&D Survey and this will be provided post tender (asbestos removal works currently covered by a Provisional Sum within the tender document)
- **Provision:** To be issued post tender.

## Design information

## 165 Drawings and other documents

- **Details:** As detailed in the Invitation to Tender Drawing list
- **Status:** Tender
- **Format:** Electronic
- **Provision:** Provided
- **Contract drawings:**
  - **Generally:** The same as the tender drawings.
- **Dimensions:** Use numbered dimensions only. Do not scale direct from drawings.

## 170 Preconstruction information

- **Scope:** Integral with the project specification, including but not restricted to the following:  
Description of project.  
Client's consideration and management requirements.  
Environmental restrictions and on-site risks.  
Significant design and construction hazards.  
The health and safety file.

# 00-05-15 Works Terminology

## 110 Terminology

- **Meaning:** Terms, derived terms and synonyms used are as defined in this section or in the appropriate referenced document.

## 210 Description terminology

- **Attendance:** Includes:  
The provision of temporary roads, pavings and paths, standing scaffolding, standing power-operated hoisting plant;  
The provision of temporary lighting of an equivalent brightness to the finished lighting brightness;  
The provision of water;  
The clearing away of rubbish and paying all charges in connection with its disposal, the provision of secure hard standing space for the sub-contractor's own offices, plant and material storage;  
The use of standing mess rooms, sanitary accommodation and welfare facilities; and  
The provision of all health and safety facilities and all fire safety precautions, services, equipment, signage, facilities, marshals and the like necessary to comply with the relevant parts of the Joint Fire Code.  
Additional requirements should be described as 'Special Attendance'.
- **Building Manual:** A document containing information of use to subsequent building owners, occupiers and users about the requirements and procedures for effective operation, maintenance, decommissioning and demolition of the building.
- **Construction Work:** Permanent work together with temporary work.
- **Contractor:** The party who undertakes to perform the services, supply goods or carry out work defined in a contract. Includes main contractor, prime contractor, supplier, service provider, builder, subcontractor, etc. as the context dictates, which may be defined terms in certain standard contract forms.
- **Contractor's choice:** Selection delegated to the contractor, but liability to remain with the specifier.
- **Contractor's design:** Design to be carried out or completed by the contractor, supported by appropriate contractual arrangements, to correspond with specified requirements.
- **Cost:** The amount paid or given by one party to another in exchange for goods, work, supplies or services.
- **Designer:** A person or organization carrying out design on a project.
- **Deviation:** Difference between a specified dimension or position and the actual dimension or position.
- **Drawings:** Definitions as BSRIA Building Applications Guide: Design framework for building services. 5th edition.
- **Employer:** The party to the contract for whom the goods, work, supplies or services are provided. Includes client (in consultancy contracts and CDM Regulations), the employer, building owner or purchaser (in construction contracts), the developer (in development agreements and funding agreements), or the 'Main' contractor in contractor/ subcontractor agreements – which may be defined terms in certain standard contract forms.
- **Estimate:** An approximate evaluation of quantity, number, extent, time or cost of part or the whole of a project.
- **Execute:** To complete a task fully and put into effect. To fix, apply, install or lay products securely, accurately, plumb and in alignment.
- **Existing:** Items retained in place to receive new work.
- **Fastener:** Device for mechanically attaching something to something else.
- **Manufacturer and Product reference:** Manufacturer – the person or legal entity under whose name or trademark the particular product, component or system is marketed.  
Product reference – the proprietary brand name and/ or identifier by which the particular product,

component or system is described.

References are as specified in the manufacturer's technical literature current on the date specified.

- **Manufacturer's standard:** Where used in conjunction with a specified proprietary product, accessories to be those recommended by the product manufacturer.
- **Permanent Work:** Work to be constructed and completed in accordance with the contract.
- **Price:** An indication of the amount required to be paid by one party to another in exchange for goods, work, supplies or services.
- **Product:** Material, both manufactured and naturally occurring, goods and accessories for permanent incorporation into the works.
- **Requirements:** A description in outline or detailed form of the development, or a part of it, which one party wants another to undertake, design and/ or construct.
- **Schedule of rates:** The subdivision of product and execution prices by a predetermined unit basis.
- **Schedule of Work/ Work Schedule:** The subdivision of work items by a predetermined classification. Can form the basis of a pricing document where bills of quantities are not used.
- **Schematic:** A drawing of a system showing components, products, systems and their interconnections.
- **Site equipment:** The contractor's apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the works and the remedying of defects.  
Includes appliances, vehicles, consumables, tools, temporary work, scaffolding, cabins and other site facilities.  
Excludes: temporary work, employer's products and equipment or anything intended to form or forming part of the permanent works.
- **Specification:** Written description of requirements.
- **System:** Products, components, equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.
- **Temporary work:** Incidental work to undertaken during construction but not intended to form part of the completed work.

### 310 Activity terminology

- **Advise:** See 'Communicate'.
- **Agree:** See 'Communicate'.
- **Approve:** Record conformance of work to specified criteria by giving formal or official sanction.
- **Communicate:** Includes advise, inform, agree, confirm, notify, seek or obtain information, consent or instructions, or make arrangements.
- **Confirm:** See 'Communicate'.
- **Ease:** Adjust moving parts of designated products, systems or work to achieve free movement and good fit in open and closed positions.
- **Fix:** Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging; to include labour, materials and site equipment for that purpose.
- **Give notice:** Communicate in writing to the person administering the contract at the address listed.
- **Inform:** See 'Communicate'.
- **Keep for recycling:** As 'Keep for reuse', but relates to a naturally occurring material rather than a manufactured product.
- **Keep for reuse:** Do not damage designated products, systems or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the employer or purchaser, or for use in the works as instructed.
- **Make good:** Execute local remedial work to designated work. Make secure, sound and neat.

- **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.
- **Notify:** See 'Communicate'.
- **Quote:** Use 'Estimate'.
- **Recycle:** Collect, sort, process and convert discarded or recovered components into raw materials for use in the creation of new products.
- **Refix:** Fix previously removed products.
- **Remove:** Disconnect, dismantle as necessary and take out the designated products or work, together with associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials.  
Removal of an item excludes removal and disposing of associated pipework, wiring, ductwork or other services.  
Removal of a system includes this work.
- **Remediate:** Action or measures taken to lessen, clean-up, remove or mitigate the existence of hazardous materials existing on a property; in accordance with standards, specifications or requirements as may be required by statutes, rules, regulations or specification.
- **Repair:** Execute remedial work to restore something to its original working state. Make secure, sound and neat.  
Excludes redecoration and replacement.
- **Replace:** Supply and fix new products matching those removed. Execute work to match the original new state of that removed.
- **Reuse:** Recover complete items to be fixed or used in the project or elsewhere without the requirement for recycling.
- **Submit:** Deliver in a specified format to a specified person within a specified timeframe.
- **Submit proposals:** Submit information in response to specified requirements.
- **Supply and fix:** Supply of products, components or systems to be fixed, together with everything necessary for their fixing.

# 00-05-20 Project Participants

## Management and delivery roles

### 120 Client

- **Name:** The Board of Trustees of the National Museums and Galleries on Merseyside
- **Address:** 127 Dale Street, Liverpool L2 2JH
- **Contact:** Frances Baker
- **Telephone:** 07482 225 782

### 130 Contract Administrator

- **Name:** NML Estates Department
- **Address:** 127 Dale Street, Liverpool, L2 2JH
- **Contact:** Frances Baker
- **Telephone:** 07482 225 782

### 140 Employer's Agent

- **Name:** NML Estates Department
- **Address:** 127 Dale Street, Liverpool, L2 2JH
- **Contact:** Frances Baker
- **Telephone:** 07482 225 782

## Statutory roles

### 205 Principal Designer

- **Name:** Pre-Contract: FCB
- **Address:** Bath Brewery, Toll Bridge Road, Bath. BA1 7DE

### 205 A Principal Designer (Post Contract)

- **Name:** The Principal Contractor will take over the role of Principal Designer upon their appointment

### 210 Principal Contractor

- **Name:** To be confirmed.

## Design roles

### 260 Architect

- **Name:** FCB
- **Address:** Bath Brewery, Toll Bridge Road, Bath. BA1 7DE

# 00-05-70 Project Location

## 110 Project location

- **Details:** Martin Luther King Building
- **Address:**
  - **Number/ Street:** Unit 24
  - **Town/ City:** Liverpool
  - **Post code:** L3 4AF

## 130 Existing buildings on, or adjacent to the site

- **Details:** Mixture of, two, three and four storey buildings and dockland

## 150 Surrounding land and building uses

- **Details:** Residential Area and commercial

## 170 Access

- **Details:** Front door is the only access point - the rear door is an alarmed fire escape.
- **Limitations:** All roads and access routes are always to be left unobstructed



# 00-10-70 Works Contract Content

## 120 The works/ services

- **Details:** Demolition and preparatory works, along with installation of temporary toilet / welfare facilities as set out in the tender drawings.
- **Related works:** Provide trades with necessary details of related types of work. Before starting each new type or section of work, ensure that previous related work is complete, in accordance with the project documents, to a suitable standard, and in a suitable condition to receive new work.

## 160 Products provided by, or on behalf of, employer/ client/ purchaser

- **General:** Details of products to be fixed as part of the contract work are given in the work sections. Use for no other purpose than the works.
- **Handling:** Accept delivery, check against receipts and take into appropriate storage.
- **Surplus products:** Keep safe and obtain instructions.

## 300 Provisional sum for defined work

- **Details:** refer to pricing document for details of any provisional sums
- **General attendance:** Provide.

## 310 Provisional sum for undefined work

- **Details:** refer to pricing document for details of any provisional sums
- **General attendance:** Provide.

# 00-20-70 Works contract

## JCT Design and Build Contract (DB)

- **The Contract:** JCT Design and Build Contract (DB), 2016 Edition.
- **Requirement:** Allow for the obligations, liabilities and services described

## RECITALS

### First The Works

- **Comprise:** Demolition and preparatory works, along with installation of temporary toilet / welfare facilities as set out in the tender drawings

### Fifth Division of the works into sections

- **The Fifth Recital:** Will be deleted.

## ARTICLES

### 3 Employer's Agent

- **Employer's Agent:** NML Estates Department

### 5 Principal Designer

- **Article 5:** is the Contractor

### 6 Principal Contractor

- **Principal Contractor:** is the Contractor

### 9 Legal proceedings

- **Amendments:**

## CONTRACT PARTICULARS

### Fourth recital and clause 4.5 Construction industry scheme (CIS)

- **Employer at the Base Date:** Is not a 'contractor' for the purposes of the CIS.

### Fifth Recital Description of Sections

- **Description of Sections:** None

### Sixth Recital Framework agreement

- **Framework agreement:** Does not apply.

### Seventh Recital and Part 1 of Schedule 2 Supplemental provisions - Part 1

- **Named subcontractors:** Supplemental Provision 1 does not apply.

### Seventh Recital and Part 2 of Schedule 2 Supplemental provisions - Part 2

- **Acceleration quotation:** Supplemental Provision 4 applies.

- **Collaborative working:** Supplemental Provision 5 applies.
- **Health and safety:** Supplemental Provision 6 applies.
- **Cost savings and value improvements:** Supplemental Provision 7 applies.
- **Sustainable developments and environmental considerations:** Supplemental Provision 8 does not apply.
- **Performance indicators and monitoring:** Supplemental Provision 9 does not apply.
- **Notification and negotiation of disputes:** Supplemental Provision 10 applies.
- **Where Supplemental Provision 10 applies:**
  - **Employer's nominee (Or such replacement as may be notified):** TBC
  - **Contractor's nominee (Or such replacement as may be notified):** TBC (by the Contractor)

#### **Article 4 Employer's Requirements, Contractor's Proposals, Contract Sum Analysis**

- **Employer's Requirements:** Are the tender documents including but not limited to Preliminaries & General Conditions, Tender Drawings, Pricing Document, Form of Tender and appendices
- **Contractor's Proposals:** are to meet the Employer's Requirements and to be submitted with the tender return
- **Contract Sum analysis:** to be submitted with the tender return (the pricing document)

#### **Article 8 Arbitration**

- **Article 8 and clauses 9.3 to 9.8 (arbitration):** Do not apply.

#### **Clause 1.1 Base Date**

- **Base date:** 10 days before the date for return of tenders.

#### **Clause 1.1 Date for completion of the Works**

- **Date for completion of the Works (where completion by sections does not apply):** TBC

#### **Clause 1.1 Dates for completion of Sections**

- **Dates for completion of sections:**
  - **Description:** N/A

#### **Clause 1.7 Addresses for service of notices**

- **Employer:**
  - **Address:** 127 Dale Street, Liverpool, L2 2JH
- **Contractor:**
  - **Address:** TBC

#### **Clause 2.3 Date of possession of the site**

- **Date of Possession of the site:** TBC

#### **Clause 2.3 Date of possession of the site**

- **Dates of possession of sections:**
  - **Section:** N/A

#### **Clause 2.4 Deferment of possession of the site**

- **Clause 2.4:** Applies.
  - **Where clause 2.4 applies, maximum period of deferment is:** 6 weeks

**Clause 2.17.3 Limit of Contractor's liability for loss of use, etc.**

- **Limit of Contractor's liability for loss of use:**

**Clause 2.29.2 Liquidated damages**

- **Damages:**
  - **Rate:** 2,200 (for the first week) then £700 thereafter
  - **Per:** week or part thereof

**Clause 2.35 Rectification period**

- **Period following date of practical completion:** 12 Months from the date of practical completion

**Clause 4.2, 4.12 and 4.13 Fluctuations provision**

- **Fluctuations Provision:** No Fluctuations Provision applies.

**Clause 4.6 Advance payment and advance payment bond**

- **Advance payment:** Clause 4.6 does not apply

**Clause 4.7.2 Interim Payments - Interim Valuation Dates**

- **The first Interim Valuation Date:** Four weeks after the date of possession
- **Thereafter:** The same date each month or the nearest Business Day in that month.

**Clause 4.15.4 Listed items - uniquely identified**

- **Listed items:** A bond is not required.

**Clause 4.15.5 Listed items - not uniquely identified**

- **Listed items:** A bond is not required.

**Clause 4.17 Contractor's retention bond**

- **Clause 4.17:** Does not apply.

**Clause 4.18.1 Retention percentage**

- **Retention percentage:** 5 percent

**Clause 6.4.1 Contractor's Public Liability Insurance: Injury to persons or property**

- **Insurance cover (for any one occurrence or series of occurrences arising out of one event):** £5,000,000.00

**Clause 6.5.1 Insurance - liability of Employer**

- **Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event:** £10,000,000.00

**Clause 6.7 and Schedule 3 Works insurance - insurance options**

- **Schedule 3:**
  - **Insurance option:** C applies.
  - **Percentage to cover professional fees:** 15 percent
- **Where Insurance option C applies:**
  - **Paragraph C1:** Applies.
  - **If paragraph C1 does not apply, the C1 replacement schedule is:** TBC

#### **Clause 6.10 and Schedule 3 Terrorism cover**

- **Details of the required cover:** Pool Re Cover is required

#### **Clause 6.15 Professional Indemnity Insurance**

- **Level of cover:**
  - **Amount of indemnity required:** Relates to claims or series of claims arising out of one event.
  - **and is £:** £5,000,000.00
- **Cover for pollution and contamination claims:** Is required.
  - **Where cover is required, sub-limit of indemnity (£):** £1,000,000.00
- **Expiry of required period of Professional Indemnity Insurance:** 12 years.

#### **Clause 6.17 Joint Fire Code**

- **The Joint Fire Code:** Does not apply.
- **If the Joint Fire Code applies:**

#### **Clause 6.20 Joint Fire Code - amendments/ revisions**

- **Joint Fire Code - Amendments/ revisions:** The cost, if any, of compliance with amendments or revisions to the Joint Fire Code shall be borne by the Contractor.

#### **Clause 7.2 Assignment/ grant by Employer of rights under clause 7.2**

- **Clause 7.2:** applies.

#### **7.4 Third Party Rights and Collateral Warranties**

- **Details:** Any consultant, sub-contractor, supplier responsible for providing any design as part of this project shall supply a collateral warranty in favour of the Employer – JCT Standard Warranty Ref SCWa/E.  
Examples but not exhaustive list are
  - Contractors Design team

#### **Clause 8.9.2 Period of suspension (termination by Contractor)**

- **Period of suspension:** 2 months

#### **Clauses 8.11.1.1 to 8.11.1.6 Period of suspension (termination by either Party)**

- **Period of suspension:** 2 months

#### **Clause 9.2.1 Adjudication**

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

#### **Clause 9.4.1 Arbitration**

- **Appointor of Arbitrator (and of any replacement):** N/A

### **CONDITIONS**

#### **Section 1: Definitions and Interpretation**

### **1.5 Reckoning periods of days**

- **Amendments:** None

### **1.11 Applicable law**

- **Amendments:** None

## **Section 2: Carrying out the Works**

## **Section 3: Control of the Works**

## **Section 4: Payment**

### **Section 4: Payment Amendment**

- **Clause 4.9.1:** Delete “14 days” and add “31 days”

## **Section 5: Changes**

## **Section 6: Injury, Damage and Insurance**

## **Section 7: Assignment, Performance Bonds and Guarantees, Third Party Rights and Collateral Warranties**

## **Section 8: Termination**

## **Section 9: Settlement of Disputes**

## **EXECUTION**

- **The Contract:** Will be executed as a deed.

# 00-30-70 Works Contract Procurement

## 110 Compliance with tender rules

- **Compliance:** Failure to comply may result in tenders being rejected at the sole discretion of the employer.
- **Costs:** No liability is accepted for costs incurred in the preparation of a tender.

## 150 Tender programme

- **Details:** Refer to details provided via Invitation to Tender / Contracts Finder

## 160 The invitation to tender

- **Form:** Refer to details provided via Invitation to Tender / Contracts Finder
- **Tender documents location:** Contracts Finder

## 165 Tender acceptance

- **Tender acceptance period:** Tenders must remain open for acceptance, unless previously withdrawn, for a minimum of 12 weeks from the date for return of Tender.
- **Assurance:** Nothing contained in this document or its application should be inferred to guarantee that a tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.

## 170 The tender documents

- **Tender documents:** As described in the Project Definition section.
- **Number of hard copy documents provided:** Tender documents issued electronically.

## 180 Tender queries

- **Notification requirements:** Give notice in writing to the Issuing Authority as soon as possible and not less than five working days before the date for return of Tenders.

## 190 Tender instructions

- **Qualifications:** Do not amend or alter documents without written instruction.
- **Confidentiality:** Do not reveal details of parts of the tender or supporting documents (except for the necessary purposes of preparing that tender) without express written permission.

## 210 Pricing

- **Pricing:** Price and extend each item individually as instructed. Do not group items together.
- **Currency:** Pounds sterling.

## 220 Site visit

- **Nature of the site:** Ascertain before tendering, including access thereto and local conditions and restrictions likely to affect the execution of the work.
- **Arrangements for visit:** Contact the person named in the ITT Letter.

## 230 Return of tender

- **Tender submission:**
  - **Destination:** refer to details in the ITT documentation
- **Inability to tender:** Advise immediately if the work as defined in the tender documents cannot be tendered.  
Define those parts, stating reasons for the inability to tender.

### **310 Assessment**

- **Tender assessment:**
  - **Assessment criteria:** A full assessment criteria is explained in the ITT documentation

### **320 Error resolution**

- **Arithmetic and technical errors:** The tenderer will be given an opportunity to confirm an offer, or amend it to correct genuine errors. If correction means that the tender is no longer eligible for acceptance under the selected assessment criteria then it will be disqualified from that process.

### **340 Post-tender negotiations**

- **Negotiations:** May be required.
- **Details:** in the event that all tenders received are in excess of the available budget for the Works.

### **410 Notification to tenderers**

- **Notification method:** Contractors will be notified in writing following completion of the tender analysis.



# 00-40-70 Works Contract Establishment

## 110 Access to the site

- **Details:** The Contractor shall maintain access through the site at all times from all access points to the highway. Vehicular access for Deliveries, Skip Access/ Egress Route which is to be agreed with the successful contractor prior to works commencing on site.
- **Limitations:** Avoid Peak times. Times to be confirmed at the pre-contract meeting.
- **Access for inspections:** Provide access at reasonable times for both on-site and off-site work.

## 120 Use of the site

- **General:** Do not use the site for any purpose other than carrying out the contract work.
- **Limitations:** Times for deliveries to be agreed with the client.

## 150 Storage, accommodation, mechanical plant, temporary works and services

- **Position:** Submit proposed details of intended siting.
- **Maintenance:** Alter, adapt and move as necessary. Remove when no longer required and make good.

## GENERAL INFORMATION

## 225 Freight vehicle safety requirements

- **Vehicle equipment (minimum):** Audible alert to other road users to the planned movement of the vehicle when the vehicle's indicators are in operation. Prominent signage at the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside. Properly adjusted class VI mirror(s) or Fresnel lens to eliminate the near-side blind spot. Side underrun guards.
- **Drivers:** Trained on vulnerable road user safety through an approved course. Hold a current valid Certificate of Competence. Have a valid driving licence and be legally able to drive the vehicle.
- **Registration Scheme membership:** Submit evidence of registration with and accreditation to the Fleet Operator Recognition Scheme (FORS).

## PROGRAMME

## 250 Programme

- **Master programme:** When requested and before starting work on site, submit in an approved form a master programme for the works.
- **Include:**
  - **Information:** Design, production information and proposals provided by the contractor, subcontractors or suppliers, including inspection and checking.
- **Planning:** Planning and mobilization by the contractor.
- **Dates:** Earliest start and finish dates for each activity and identification of critical activities.
- **Engineering services:** Running in, adjustment, commissioning and testing of engineering services and installations.
  - **Instructions:** Work resulting from instructions issued in regard to the expenditure of provisional sums.

- **Concurrent work:** Work by others and concurrent with the contract. The nature and scope of which, the relationship with preceding and following work and relevant limitations are suitably defined in the contract documents.
- **Exclusions:** Work that is not well defined: where and to the extent that the programme implications for this are impossible to assess, exclude from the programme and confirm this when submitting the programme.
- **Number of copies:** One copy.
- **Submittal date:** No later than 7 days after requested by the C.A.

## 280 Notice of commencement of work

- **Part of the works:** All the works
- **Notice period (minimum):** Before the proposed date for commencement of work on site give minimum notice of one week.

## HEALTH AND SAFETY INFORMATION

### 300 Health and safety information

- **Content:** Describe the proposed organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the works may affect.
- **Include:** Construction Phase Health & Safety Plan.
- **Policy document:** A copy of the contractor's health and safety policy documents, including risk assessment procedures.
  - **Records:** Accident and sickness records for the past five years and of any previous Health and Safety Executive enforcement action.
  - **Training:** Records of training and training policy.
  - **Personnel:** The proposed number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- **Submittal date:** Within one week of request.

### 320 Outline construction phase health and safety plan

- **Content:**
  - **Risk assessment:** Method statements on how risk from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed. Procedures for carrying out risk assessment and for managing and controlling the risk.
  - **Management system:** Details of the proposed management structure, responsibilities and arrangements for issuing health and safety directions. Include procedures for informing other contractors and employees of health and safety hazards.
  - **Selection:** Proposed procedure for ensuring competency of other contractors, the self-employed and designers.
  - **Communication:** Procedures for communications between the project team, other contractors and site operatives. Include arrangements for cooperation and coordination between contractors.
  - **Emergency:** Procedures including those for fire prevention and escape.
  - **Records:** Arrangements for ensuring that accidents, illness and dangerous occurrences are recorded.
  - **Personnel:** Procedures for ensuring that persons on site have received relevant health and safety information and training. Include arrangements for consulting with and taking the views of people on site, for preparing site rules and drawing them to the attention of those affected and ensuring compliance.
  - **Monitoring:** Monitoring procedures to ensure compliance with site rules, selection and

management procedures, health and safety standards and statutory requirements. Review procedures to obtain feedback.

- **Submittal date:** Within one week of request.

### **330 Health and safety hazards**

- **Hazards:** Refer to the Pre-Construction Information Pack included with the Tender Documents.
- **Limitations:** The nature and condition of the site and/ or buildings cannot be fully ascertained before they are opened up.
- **Information:** The accuracy and sufficiency of this information is not guaranteed. Ascertain if additional information is required to ensure the safety of persons and the works.
- **Training:** Ensure that all relevant personnel are aware of the hazards listed and have received appropriate training to deal with them.

### **340 Pre-construction information**

- **Availability:** Integral with the project specification, including but not restricted to the following:  
Description of project.  
Client's consideration and management requirements.  
Environmental restrictions and on-site risks.  
Significant design and construction hazards.  
The health and safety file.

### **350 Execution hazards**

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

### **360 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 EH 40
- **Common hazards:** Not listed. Control by good management and site practice.

### **370 Construction phase health and safety plan**

- **Delivery to the Client:** No later than one week before commencement on site.
- **Confirmation:** Do not start construction work until written confirmation is received 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 and the pre-construction information.

## **MANAGEMENT AND STAFF**

### **400 Management and staff – contract minimum requirement**

- **Details:** Allow for compliance with contract obligations.

### **410 Management and staff – additional requirement**

- **Dedicated staff role:** Site Foreman.

## **TEMPORARY ACCOMMODATION**

### **430 Temporary accommodation – contract minimum requirement**

- **Details:** Allow for compliance with the contract obligations.

#### **480 Parking**

- **Requirement:** Provide and maintain exclusively for use by employer/ purchaser and their representatives and consultants.
- **Details:** Restrictions on parking of the Contractor's and employees' vehicles: Parking for all operatives and contractors staff and visitors is restricted to any space afforded (at this moment this is likely to be 1 space depending on the skip situation and depending on the size of the vehicles they may not be suitable. Allow for dropping off materials and equipment at the site with parking elsewhere off-site.
- **Details 2:** Any shortfall in vehicle parking that cannot be accommodated by the aforementioned must be parked off-site and suitable transport arrangements made by the contractor direct.
- **Details 3:** The site is currently operated by a Parking Eye automated parking management system, which uses camera equipment to record vehicles entering and leaving the hospital grounds.
- **Details 4:** The contractor is reminded that he must provide details of all vehicles visiting site in advance, with these vehicles registration numbers being logged on to the system. This applies to delivery vehicles and short term visitors to the site.
- **Details 5:** Full details will be discussed and agreed with the successful contractor. Any breach of the parking eye rules / system will result in a none refundable fine being levied against the vehicle in question, the cost of which will be borne by the contractor.

#### **TEMPORARY SERVICES**

##### **500 Temporary services – contract minimum requirement**

- **Details:** Allow for compliance with contract obligations.

##### **510 Water**

- **Supply:** The existing mains may be used for the works as follows: The contractor must provide their own source of water that is sufficient for the contract obligations. Temporary water bowser or similar to be located within the site compound.

##### **540 Lighting and power**

- **Supply:** The contractor must provide their own source of power that is sufficient for the contract obligations. Temporary generator or similar to be located within the site compound.
- **Frequency:** 50 Hz, alternating.
- **Continuity:** No liability will be accepted for the consequences of failure or restriction in supply.

##### **550 Telephones**

- **Temporary on-site telephone:** Mobile phones

#### **TEMPORARY SECURITY**

##### **600 Security – contract minimum requirement**

- **Details:** Allow for compliance with contract obligations.

#### **TEMPORARY SAFETY AND CONTROL**

### **630 Safety and environmental protection – contract minimum requirement**

- **Details:** Allow for compliance with contract obligations.

### **670 Control and protection – contract minimum requirement**

- **Details:** Allow for compliance with contract obligations.

### **700 Use of permanent heating system**

- **Permanent heating system:** May be used for drying out the works and/ or services, and for controlling temperature and humidity levels.
- **Requirements:** Take responsibility for operation, maintenance and remedial work. Arrange supervision by and indemnification of the appropriate subcontractors. Pay fuel and associated costs.

### **710 Beneficial use of installed systems**

- **Permanent systems:** Do not use for any purpose other than running in, testing and commissioning.
- **Other uses:** If permission is given for any other use of a system before the works are accepted as complete, enter into a separate written agreement recording details of the terms and conditions of use.

### **730 Mechanical plant – contract minimum requirement**

- **Details:** Allow for compliance with contract obligations.

## **TEMPORARY WORKS**

### **760 Temporary works – contract minimum requirement**

- **Details:** Allow for compliance with contract obligations.

### **790 Name boards and advertisements**

- **General:** Obtain approval, including statutory consents, and provide a temporary name board displaying:
  - Title of project.
  - Name of employer/ purchaser.
  - Names of consultants.
  - Names of contractor and subcontractors.

### **820 Thermometers**

- **General:** Provide on site and maintain in accurate condition a maximum and minimum thermometer. Measure atmospheric shade temperature in an approved location.

### **840 Personal protective equipment**

- **General:** Provide for the sole use of other members of the project team, in sizes to be specified, the following:
- **Safety helmets:**
  - **Standard:** To BS EN 397, neither damaged nor time expired.
  - **Number required:** 3.
- **High-visibility waistcoats:**
  - **Standard:** To BS EN ISO 20471, Class 2.
  - **Number required:** 3.

- **Safety boots:**
  - **Standard:** To BS EN ISO 20345, with steel insole and toecap.
  - **Number of pairs required:** 5 pairs various sizes.
- **Disposable respirators:**
  - **Standard:** To BS EN 149, FFP1S.
  - **Number required:** as required
- **Eye protection:**
  - **Standard:** To BS EN 166.
  - **Number required:** as required
- **Ear protection:**
  - **Standard:** Muffs to BS EN 352-1, plugs to BS EN 352-2.
  - **Number required:** as required
- **Hand protection:**
  - **Standard:** To BS EN 388, BS EN 407, BS EN ISO 21420 or BS EN 511 as appropriate.
  - **Number required:** as required

# 00-50-70 Works Contract Management

## GENERALLY

### SUPERVISION, COOPERATION AND COORDINATION

#### 130 Supervision

- **Requirement:** The whole of the contract work and any significant parts must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality, progress and coordination.
- **Evidence:** Submit, including: details of the person proposed; their relevant skills, training and knowledge; practical experience; qualifications; membership or registration with professional bodies; employment history; work-related assessments; and management structure.
- **Submittal date:** Within one week of request.
- **Replacement of supervisory personnel:** Give maximum possible notice before changing supervisory personnel.

#### 140 Coordination of engineering services

- **Suitability:** Site organization staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the works generally.
- **Evidence:** Submit on request, including: details of the person proposed; their relevant skills, training and knowledge; practical experience; qualifications; membership or registration with professional bodies; employment history; work-related assessments; and management structure.

## PROGRESS

#### 150 Monitoring

- **Progress:**
  - **Records:** Record on a copy of the programme kept on site.
  - **Delays:** Minimize. Take appropriate action to recover lost time.
  - **Corrective action:** Where progress falls below target, Submit proposals.
  - **Submittal date:** As soon as possible.
  - **Completion forecast:** Submit on the last working day of each week.

#### 160 Progress meetings

- **General:** Meetings will be held to review progress and other matters arising from administration of the contract.
- **Frequency:** TBC at prestart meeting (Maximum weekly due to short programme)
- **Venue:** TBC
- **Accommodation:** Ensure availability at the time of such meetings.
- **Attendees:** Project Manager / Architect / Client / Contractor
- **Chairperson:** Contract Administrator.

#### 170 Progress report

- **Submittal date:** At least one business day before the site meeting.

- **Requirement:** Notwithstanding any obligations under the contract the report must include the following.
- **Content:** as below:.
- **Progress statement:** Detailing matters materially affecting the regular progress of the works with reference to the master programme.
- **Progress reports:** Subcontractor's and supplier's.
  - **Information:** Requirements for further drawings or details or instructions to fulfil obligations under the conditions of contract.

## 190 Photographs

- **Number of locations:** all existing routes in and out of the site.
- **Frequency of intervals:** At the start and end of the project.
- **Image format:** Converted into an email friendly format.

## OPERATION

### 200 Safety provisions for site visits

- **Access:** Provide at reasonable times.
- **Inspections:** Agree dates and times several days in advance, to enable affected parties to be present.
- **Safety:** Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious) which will require compliance when visiting the site.
- **Protective clothing and/ or equipment:** Provide and maintain on site for visitors to the site.

### 210 Removal or replacement of existing work

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

### 220 Ownership of materials

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

### 230 Measurement

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

### 260 Security

- **Protection:** Safeguard the site, the works, products, materials, and existing buildings affected by the works from damage and theft.
- **Access:** Take reasonable precautions to prevent unauthorized access to the site, the works and adjoining property.

### 280 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.

### 290 Occupied premises

- **Extent:** Existing buildings will be occupied and/ or used during the contract.



- **Details:** All adjacent buildings as shown on the existing and proposed drawings included in this tender.
- **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 paid to the contractor, provided that such overtime is authorized in advance.

### 310 Occupier's rules and regulations

- **Occupier's rules and regulations:** The Contractor must comply with NML's rules for contractors which are available upon request.
- **Passes:** The Contractor must operate a name badge system. All Contractor's staff and his Sub-contractor's staff must wear name badges at all times whilst on or adjacent to the Site. Badges should indicate the name of the person, and the name of the company he works for. The Contractor shall also issue badges to all Employer's Representatives and those visiting the site.

In addition to name badges, contractors staff must wear numbered vests. The vest number should be assigned to operatives for the entire duration of their time working on site.

The main contractor is to ensure that the operative in charge of the site can be distinguished from the other operatives by way of wearing an alternative coloured hard hat.

## PROTECTION FROM

### 370 Explosives

- **Use:** Not permitted.

### 380 Noise – consent by local authority

- **Consent:** Granted by the local authority under Part III of the Control of Pollution Act relating to the works providing the following are met.

### 390 Noise and vibration

- **Noise control:** In accordance with BS: Code of practice for noise and vibration control on construction and open sites. Noise
- **Equipment:** Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- **Restrictions:** Obtain consent before using percussion tools and other noisy appliances. Do not use radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

### 400 Pollution

- **Prevention:** Protect the site, the works and the general environment including the atmosphere, land and water courses against pollution.
- **Contamination:** If pollution occurs inform immediately, including to the appropriate authorities and provide relevant information.

### 420 Pesticides

- **Use:** Not permitted.

### 430 Nuisance

- **Duty:** Prevent nuisance from smoke, noise, dust, rubbish, vermin and other causes.

- **Surface water:** Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

#### 440 Asbestos-containing materials

- **Requirement:** Report immediately suspected materials discovered during execution of the works. Do not disturb and agree methods for safe removal or encapsulation.

#### 445 Antiquities

- **Requirement:** Report immediately fossils, antiquities and other objects of interest or value discovered during execution of the works.
- **Preservation:** Keep objects in the exact position and condition in which they were found.

#### 450 Fire prevention

- **Requirement:** Prevent personal injury or death, and damage to the works or other property from fire.
- **Standard:** Comply with the Joint Fire Code: Fire Prevention on Construction Sites.

#### 460 Smoking on site

- **Smoking on site:** Not permitted.

#### 470 Burning on site

- **Burning on site:** Not permitted.

#### 480 Moisture

- **Wetness or dampness:** Prevent where this may cause damage to the works.
- **Drying out:** Control humidity and the application of heat to prevent:  
Blistering and failure of adhesion.  
Damage due to trapped moisture.  
Excessive movement.

#### 500 Infected timber and contaminated materials

- **Removal:** Where instructed to remove material affected by fungal and/ or insect attack from the building, minimize the risk of infecting other parts of the building.
- **Testing:** Carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro-organisms are within acceptable levels.

#### 510 Waste

- **Waste:** Includes rubbish, debris, spoil, containers and packaging, and surplus material requiring disposal.
- **Requirement:** Minimize production and prevent accumulation of waste. Keep the site and works clean and tidy. Clean out voids and cavities in the construction before closing.
- **Disposal:** Collect and store in suitable containers. Remove from site and dispose of in a safe and competent manner, as approved and directed by the Waste Regulation Authority.
- **Recyclable material:** Sort and dispose at a materials recycling facility approved by the Waste Regulation Authority.
- **Documentation:** Retain on site.

#### 520 Electromagnetic interference

- **Duty:** Prevent excessive electromagnetic disturbance to other susceptible apparatus.

### 530 Laser equipment

- **Construction laser equipment:** Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.
- **Class 1 or Class 2 laser equipment:** Ensure laser beam is not set at eye level and is terminated at the end of its useful path.
- **Class 3A and Class 3B laser equipment:** Do not use without approval and subject to submission of a method statement on its safe use.

### 540 Powder-actuated fixing systems

- **Use:** Not permitted.

### 550 Invasive species

- **General:** Prevent the introduction or spread of species (e.g. plants or animals) that may adversely affect the site and the works economically, environmentally or ecologically.
- **Special precautions:**
- **Requirement:** Report immediately suspected invasive species discovered during execution of the works. Do not disturb and agree methods for safe eradication or encapsulation.

## PROTECTION OF

### 580 Existing services

- **Confirmation:** Notify service authorities, statutory undertakers and/ or adjacent owners of proposed work not less than one week before commencing site operations.
- **Identification:** Before starting work, check and mark positions of mains and 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 or 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:**
  - **Action:** Immediately give notice and notify appropriate service authority or statutory undertaker.
  - **Repair:** Make arrangements for making good without delay to the satisfaction of service authority, statutory undertaker or other owner as appropriate.
- **Liability:** 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 or statutory undertakers recommendations.

### 590 Roads and footpaths

- **Duty:** Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
- **Damage:** Make good if caused by site traffic, or otherwise consequent upon the works, to the satisfaction of the employer, local authority or other owner.

#### **600 Existing topsoil and subsoil**

- **Duty:** Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the works.
- **Protection:** Submit proposals.
- **Submittal date:** Before starting work.

#### **630 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.

#### **640 Existing work**

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

#### **650 Building interiors**

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

#### **660 Existing furniture, fittings and equipment**

- **Protection:** Prevent damage or move as necessary to enable the works to be executed. Reinstall in original positions.
- **Removal by employer/ client:**
  - **Timing:** Before work starts in relevant areas.

#### **680 Especially valuable or vulnerable items**

- **Protection:** Ensure provision and maintenance of special protective measures to prevent damage.
- **Method statement:** Submit within one week of request describing special protection to be provided.

### **METHOD AND SEQUENCE**

#### **720 Method and sequence of work restrictions**

- **Specific limitations:** works to suit tender documents and any restrictions therein.

#### **730 Adjoining property**

- **Agreement:** Access to and/ or use of the following has been agreed with adjacent owners.
- **Permission:** Obtain as necessary from other owners if required to erect scaffolding on, or otherwise use, adjoining property.

#### **740 Adjoining property restrictions**

- **Precautions:** Prevent trespass of workpeople and take precautions to prevent damage to adjoining property. Pay charges. Remove temporary protection and make good on completion or when directed.
- **Damage:** Bear cost of repairing damage arising from execution of the works.

#### 750 Existing structures

- **Duty:** Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- **Supports:**
  - **Standards:** In accordance with BS 5975 and BS EN 12812.
  - **Requirements:** Provide and maintain incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, which may be endangered or affected by the works.  
Do not remove until new work is strong enough to support existing structure.  
Prevent overstressing of completed work when removing supports.
- **Adjacent structures:** Monitor and immediately report excessive movement.

#### 760 Materials for recycling or reuse

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

#### 770 Scaffolding

- **Scaffolding:** Make available to subcontractors and others at all times.

#### 780 Use or disposal of materials

- **Specific limitations:**

#### 790 Working hours

- **Specific limitations:** Monday to Friday 9am - 5pm. Extended hours and weekend working to be discussed and confirmed if deemed required

# 00-60-70 Works Contract Verification

## 110 Substitute products

- **Details:** If products of different manufacture to those specified are proposed, submit details with the tender, giving reasons for each proposed substitution. Unless notified at tender stage, proposals for substitutions may not be considered.
- **Compliance:** Substitutions accepted will be subject to verification requirements detailed in the specification.

## 120 Substitution of products

- **Products:** If an alternative product to that specified is proposed, obtain approval before ordering the product.
- **Reasons:** Submit reasons and relevant information for the proposed substitution.
- **Information to be submitted:** 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 or guarantee.
- **Alterations to adjacent work:** If needed, provide details of scope, nature and cost.
- **Manufacturers' guarantees:** If substitution is accepted, submit before ordering products.

## 130 Equivalent products

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

## 140 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 recognized in the UK.
- **Ordering:** Submit notification of all such substitutions before ordering.
- **Documentary evidence:** Submit for verification when requested. Submitted foreign language documents must be accompanied by certified translations into English.

## DOCUMENTS AND INFORMATION

## 150 Currency of documents

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

## 160 Incomplete documentation

- **Products and executions:** Where and to the extent that products or executions are not fully documented, they are to be as follows.
- **Requirements:**

- **Standard:** Of a kind and quality appropriate to the nature and character of the part of the works where they will be used.
- **Suitability:** Suitable for the purposes stated or to be reasonably inferred from the project documents.
- **Contract documents:** Omissions or errors in description and/ or quantity shall not vitiate the contract, nor discharge any obligations or liabilities under it.

## 210 Record drawings and information

- **Record drawings:**
  - **Drawings scope:** Provide updated "As-Built" drawings showing extent of works complete during contract.
  - **Drawings format:** Latest Version of Auto Cad.

## 220 Technical information

- **Retain:** Available on site for reference by supervisory personnel.
- **Information:** Manufacturer's current information and relevant British Standards, relating to products to be used in the works.

## 230 Evidence of compliance

- **Proprietary products:** Retain on site evidence that the proprietary product specified has been supplied.
- **Performance specification:** Submit upon request, evidence of compliance with performance specifications, including test reports indicating properties tested, pass or fail criteria, test methods and procedures, test results, identity of testing agency, test dates and times, identities of witnesses and analysis of results.

# PRODUCTS AND EXECUTION

## 240 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 and qualifications when requested.

## 250 Quality of products

- **Generally:** New.
- **Supply:** Each product from the same source or manufacturer.
- **Quantity:** Whole quantity of each product required to complete the works is to be of a 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.
- **Recycling:** Proposals for recycled products may be considered.

## 260 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.
- **Finished work:** Not defective, damaged, disfigured, dirty, faulty or out of tolerance.
- **Appearance:** Adjust joints open to view so that they are even and regular.

## 270 Inspections

- **Standard:** Inspection, or other action, of products or executions must not be taken as approval, unless confirmed in writing and including: date of inspection; part of the work inspected; respects or characteristics which are approved; extent and purpose of the approval; and associated conditions.

## 290 Manufacturer's recommendations and instructions

- **General:** Comply with manufacturer's printed recommendations and instructions current on the date of the invitation to tender.
- **Exceptions:** Submit details of changes to recommendations or instructions.
- **Execution:** Use ancillary products and accessories supplied or recommended by main product manufacturer.
- **Products:** Comply with limitations, recommendations and requirements of relevant valid certificates.

## SAMPLES AND APPROVALS

### 330 Samples

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

### 340 Approval of products

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

### 350 Approval of execution

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

## ACCURACY AND SETTING OUT GENERALLY

### 370 Accuracy of instruments

- **Measurement:** Use instruments and methods described in BS 5606, Appendix A.
- **Accuracy:** Maintain

### 380 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. Give notification of discrepancies and obtain instructions before proceeding.
- **Completion of setting out:** Give notice before commencing construction.



#### 400 Critical dimensions

- **Critical dimensions:** Set out and construct the works in accordance with the critical dimensions and tolerances stated.

#### 410 Setting out records

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

### SERVICES GENERALLY

#### 430 Services regulations

- **Services:** New and existing services must comply with the by-laws or regulations of the relevant statutory authority.

#### 440 Water regulations and byelaws notification

- **Requirements:** Notify water undertaker of work carried out to, or which affects, new or existing services. Submit 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.

#### 450 Water regulations and byelaws – contractor's certificate

- **Content:**
  - **Installation:** Describe the new installation and/ or the work carried out to an existing installation, including the address.
- **Statement:** Confirm that the installation complies with the relevant water regulations or by-laws.
  - **Inspection:** Provide the contractor's name and address, the name and signature of the individual responsible for checking compliance and the date on which the installation was checked.
- **Submit:** Certificate on completion of the work, include a copy to the water undertaker.

#### 460 Electrical installation certificate

- **Certification:** The original certificate is to be lodged in the Building Manual at the completion of relevant electrical work.

#### 470 Gas, oil and solid fuel appliance installation certificate

- **Content:**
  - **Installation:** Describe the new installation and/ or the work carried out to an existing installation, including the address.
  - **Safety:** Include special recommendations or instructions for the safe use and operation of appliances and flues.
- **Statement:** Confirm that the installation complies with the appropriate safety, installation and use regulations.
  - **Inspection:** Provide the contractor's name and address, the date on which the installation was checked and the name, qualifications and signature of the competent person responsible for checking compliance.
- **Submit:** Before the completion date stated in the contract.

#### 480 Mechanical and electrical services

- **Final tests and commissioning:** Carry out so that services are in full working order at completion of the works.
- **Confirmation:** Provide a Building Regulations notice, signed by a suitably qualified person, to Building Control, confirming that systems have been commissioned in accordance with approved procedures.
- **Records:** Include in the building manual

#### 500 Continuity of thermal insulation

- **Record and report:** Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to the specification.
  - **Content:** Address of premises, the contractor's name and address, the name, qualification and signature of a competent person responsible for checking compliance and the date on which the installation was checked.
- **Submit:** Before completion of the works.
- **Copy:** Include in the building manual.

### QUALITY CONTROL

#### 540 Proposals for rectification of non-compliant products and executions

- **Non-compliant items:**
  - **Opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution:** Submit proposals
  - **Submittal date:** As soon as possible after discovery of items which are, or appear to be, non-compliant.
- **Acceptability:** Such proposals may be unacceptable, and contrary instructions may be issued.

#### 550 Measures to establish acceptability

- **General:** Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract, and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures will be at the expense of the contractor, and will not be considered as grounds for revision of the completion date.

#### 560 Quality control

- **Procedures:** Establish and maintain to ensure that the works, including the work of subcontractors, comply with specified requirements.
- **Records:** Maintain full records, keep copies on site for inspection and submit copies on request.
- **Content of records:**
  - **Identification:** Describe each element, item, batch or lot, including location in the works.
  - **Inspections, tests and approvals:** Describe purpose and dates.
  - **Nonconforming work:** Describe nature and extent of work found.
  - **Corrective action:** Details of work carried out.

#### 600 Daywork charges schedule

- **Schedules:** Provide, priced and extended.
- **Details:**
- **Submittal date:**

# 00-70-70 Works Contract Administration

## USE OF DOCUMENTS

### 100 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.
- **Received requests:** Obtain instruction before proceeding.  
Do not supply information to those who are not project participants without express written permission.
- **Confidentiality:** Maintain at all times.

### 160 Measured quantities

- **Measured quantities:** When 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.

## DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

## DOCUMENTS PROVIDED BY CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

### 280 Contract sum analysis

- **Content:** refer to tender pricing document
- **Fully priced copy - submittal date:** With the tender.

### 410 Alternative time proposals

- **General:** In addition to and at the same time as undertaking to complete the contract work by the date for completion or period specified in the contract, an alternative proposal based upon a different date or period may be submitted.
- **Date for Completion:** If any such proposal is accepted, the date for completion or period inserted in the contract will be the date stated in or determined from the alternative proposal.

### 420 Design proposal information

- **Scope:** Include the following in the contractor's proposals.
  - **Design drawings:** For all Contractor Design elements.
  - **Submittal date:** as required to achieve the programme from date of appointment (noting any required approval processes)

### 450 Health and safety information

- **Content:** Describe the proposed organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the works may affect.
- **Include:**
  - **Policy document:** A copy of the contractor's health and safety policy documents, including risk assessment procedures.

- **Records:** Accident and sickness records for the past five years and of any previous Health and Safety Executive enforcement action.
- **Training:** Records of training and training policy.
- **Personnel:** The proposed number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- **Submittal date:** Within one week of request.

#### 470 Outline construction phase health and safety plan

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

#### 480 Health and safety file information

- **Information:** Content: Describe the proposed organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
  - **Details:** Include:
    - Policy document: A copy of the Contractor's health and safety policy documents, including risk assessment procedures.
    - Records: Accident and sickness records for the past five years and of any previous Health and Safety Executive enforcement action.
    - Training: Records of training and training policy.
    - Personnel: The proposed 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

### SUBLETTING AND SUPPLY

#### 600 Domestic subcontracts

- **Details:** Provide details of proposed subcontractors and the work for which they will be responsible.
- **Submittal date:** Within one week of request.

## INFORMATION

### 750 Production information

- **Draft version:**
  - **Scope:** Submit two copies, one may be returned with comments. Ensure that necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.
  - **Format:** PDF
  - **Submittal date:** sufficient time for review and approvals without compromising the programme.
- **Proposed amendments:** Support any request for substitution or variation contained in the production information with relevant details to demonstrate compliance with the specified requirements.
- **Instructions issued during review:** If review comments are considered to involve a variation which has not already been acknowledged as such, give notice without delay, and do not proceed until instructed.
- **Matters likely to affect programme:** Make reasonable allowance for completing production information, submission (including for CDM purposes), comment, inspection, amendment, resubmission and reinspection.
- **Final version:**
  - **Format:** PDF and latest version of Autocad
  - **Submittal date:** Within one week of practical completion.

### 800 Insurance

- **Documentary evidence:** Before starting work on site submit details and/ or policies and receipts for the insurances required by the conditions of contract.

### 820 Insurance claims

- **Notice:** If an event occurs which may give rise to a 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/ client, the person administering the contract on their behalf and the insurers.
- **Failure to notify:** Indemnify the employer/ client against loss, which may be caused by failure to give such notice.

### 830 Climatic conditions - records

- **Climatic conditions:** Record accurately and retain.
- **Information:**
  - **Air temperatures:** Daily maximum and minimum, including overnight.
  - **Delay records:** Due to adverse weather, include description of the weather, types of work affected and number of hours lost.

### 840 Ownership of products

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

#### 850 Listed products stored off site

- **Evidence of title:** Submit reasonable proof that the property in 'listed items' is vested in the contractor
- **Supplier:** For products purchased from a supplier include a copy of the contract of sale and a written statement from the supplier that conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to encumbrance or charge.
- **Subcontractor:** For products purchased from a supplier by a subcontractor or manufactured or assembled by a subcontractor, copies of the subcontract with the subcontractor and a written statement from the subcontractor confirming that conditions relating to the passing property have been fulfilled and the products are not subject to encumbrance or charge.

#### 860 Labour and equipment returns

- **Records:** Provide for verification at the beginning of each week in respect of each of the previous seven days.
- **Include:**
  - **Labour:** The number and description of craftsmen, labourers and other persons directly or indirectly employed on or in connection with the works or services, including those employed by subcontractors.
  - **Equipment:** The number, type and capacity of mechanical, electrical and power operated equipment employed in connection with the works or service.

#### 870 Overtime working schedule

- **Requirement:** Prior to overtime being worked, submit notice of times, types and locations of work to be done.
- **Notice period (minimum):** Three days prior to overtime being worked.
- **Concealed work:** If executed during overtime for which notice has not been submitted, it may be required to be opened up for inspection and reinstatement at the contractor's expense.

#### 880 Defects in existing work report

- **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 executions, or be rendered abortive by the remedial work.

#### 890 Tests and inspection schedule

- **Timing:** Agree and record dates and times of tests and inspections to enable affected parties to be represented.
- **Confirmation:** Provide one working day prior to each 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.

#### 920 Maintenance instructions and guarantees

- **Components and equipment:** Obtain or retain copies, register with manufacturer and hand over on or before completion of the works.
- **Information location:** In 'Building Manual'.
- **Emergency call out services:**
  - **Telephone numbers:** Provide for use after completion.
  - **Extent of cover:** Office hours only.

# 00-80-70 Works Contract Completion

## NOTIFICATION

### 100 Notice of completion

- **Requirement:** Give notice of the anticipated dates of completion of the whole or parts of the works.
- **Associated work:** Ensure necessary access, services and facilities are complete.
- **Period of notice (minimum):** One week

### 140 Partial possession by employer

- **General:** If clauses 2.30 to 2.33 of the conditions of contract are applied ensure necessary access, services and other associated facilities are also complete.

## COMPLETION WORK

### 170 Work before completion

- **General:** Make good damage consequent upon the works. Remove temporary markings, coverings and protective wrappings unless otherwise instructed.
- **Cleaning:** Clean the works thoroughly inside and out, including accessible ducts and voids. Remove 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 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.
- **Security at completion:**
  - **General:** Leave the works secure with accesses closed and locked, where appropriate.
  - **Keys:** Account for and adequately label keys. Hand over to the duly authorized person with an itemized schedule. Retain a duplicate schedule signed by that person as a receipt.

### 190 Rectification and defects

- **Notice:** Give reasonable notice for access to the various parts of the works.
- **Access arrangements:** Arrange with Employer.
- **Completion:** Give notice when remedial works have been completed.

## INFORMATION

### 240 The building manual

- **Purpose:** The building manual is to be a comprehensive information source and guide for owners and users of the completed works. It must provide an overview of the main design principles and describe key components and systems within the finished works to enable proper understanding, efficient and safe operation and maintenance.

- **Scope:**
  - **Part 1:** General.
  - **Part 2:** Fabric.
  - **Part 3:** Services.
  - **Part 4:** The health and safety file
  - **Part 5:** Building user guide.
- **Responsibility for production:** The Contractor.
- **Date required:** Prior to Practical Completion.
- **Information provided by others:** TBC
- **Compilation:** Prepare all information for contractor designed or performance specified work including as-built drawings. Obtain or prepare all other information to be included in the manual.
- **Reviewing the Manual:** Prepare and circulate a complete draft. Amend in the light of any comments and recirculate. Do not proceed with production of the final copies until authorized.
- **Final copies of the Manual:**
  - **Number of copies:** Two.
  - **Format:** Paper folded to A4 and electronic on USB Pen Drive
  - **Latest date for submission:** One week before the date for completion stated in the contract.
- **As-built/ record drawings and schedules:**
  - **Number of copies:** Two.
  - **Format:** Electronic (PDF).

## 250 The health and safety file

- **Responsibility for production:** The contractor.
- **Content:** Refer to the Pre Construction Information Pack.
- **Format:** Electronic (PDF).
- **Delivery to:** The Employer
- **Latest date for submission:** One week before practical completion.

## 260 Content of the building manual part 1: general

- **Content:** Obtain and provide the following, including all relevant details not included in other parts of the manual.
- **Index:** List the constituent parts of the manual, together with their location in the document.
- **The Works:** Description of the buildings and facilities.  
Ownership and tenancy, where relevant.  
Health and safety information – other than that specifically required by the Construction (Design and Management) Regulations.
- **The Contract:** Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.  
Overall design criteria.  
Environmental performance requirements.  
Relevant authorities, consents and approvals.  
Third-party certification, such as those made by 'competent' persons in accordance with the Building Regulations.
- **Operational requirements and constraints of a general nature:** Maintenance contracts and contractors.  
Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors, location of emergency alarm and firefighting systems, services, shut off valves switches, etc.  
Emergency procedures and contact details in case of emergency.  
Other specific requirements.



- **Timescale for completion:** One week before Practical Completion.

## 270 Content of the building manual part 2: building fabric

- **Content:** Obtain and provide the following, including all relevant details not included in other parts of the manual:
  - **Detailed design criteria:** Including:
    - Floor and roof loadings
    - Durability of individual components and elements
    - Loading restrictions
    - Insulation values
    - Fire ratings
    - Other relevant performance requirements
  - **Construction of the building:** A detailed description of methods and materials used. As-built drawings recording the construction, together with an index. Information and guidance concerning repair, renovation or demolition/ deconstruction.
  - **Periodic building maintenance guide chart:** Provide for all significant items of work
  - **Manufacturer's instructions index,:** Include relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.
  - **Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors:** Obtain from manufacturers, suppliers and subcontractors.
  - **Test certificates and reports required in the specification:** Obtain, including:
    - Air permeability.
    - Resistance to passage of sound.
    - Continuity of insulation.
    - Electricity and gas safety.
  - **Other specific requirements:** - Test certificates and reports required in the specification: Obtain, including:
    - Air permeability.
    - Resistance to passage of sound.
    - Continuity of insulation.
    - Electricity and Gas safety
- **Timescale for completion:** One week before Practical Completion.

## 280 Content of the building manual part 3: building services

- **Content:** Obtain and provide the following, including all relevant details not included in other parts of the manual:
  - **Detailed design criteria and description of the systems, including:** Including:
    - Services capacity, loadings and restrictions.
    - Services instructions.
    - Services log sheets.
    - Manufacturers' instruction manuals and leaflets index.
    - Fixtures, fittings and component schedule index.
  - **As-built/ record drawings:** For each system recording the construction, together with an index, including:
    - Diagrammatic drawings indicating principal items of plant, equipment and fittings.
    - Record drawings showing overall installation.
    - Schedules of plant, equipment, valves, etc. describing location, design performance and unique identification cross referenced to the record drawings.
    - Identification of services – a legend for colour coded services.
  - **Product details:** Including for each item of plant and equipment:
    - Name, address and contact details of the manufacturer.
    - Catalogue number or reference.
    - Manufacturer's technical literature, including detailed operating and maintenance instructions.
    - Information and guidance concerning dismantling, repair, renovation or decommissioning.

- **Operation:** A description of the operation of each system, including:  
Starting up, operation and shutting down.  
Control sequences.  
Procedures for seasonal changeover.  
Procedures for diagnostics, troubleshooting and fault-finding.
- **Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors:** Obtain from manufacturers, suppliers and subcontractors.
- **Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations – including:** List for each item of plant, equipment, valves, etc. used in the installations, including:  
Electrical circuit tests.  
Corrosion tests.  
Type tests.  
Work tests.  
Start and commissioning tests.
- **Equipment settings:** Schedules of fixed and variable equipment settings established during commissioning.
- **Preventative maintenance:** Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems.
- **Lubrication:** Schedules of all lubricated items.
- **Consumables:** A list of all consumable items and their source.
- **Spares:** A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when replacements are required.
- **Emergency procedures:** For all systems, significant items of plant and equipment.
- **Timescale for completion:** One week before Practical Completion.

#### 290 Content of the building manual part 4: the health and safety file

- **Content:** Obtain and provide the following, including all relevant details not included in other parts of the manual, including:  
Residual hazards and how they have been dealt with.  
Hazardous materials used.  
Information regarding the removal or dismantling of installed plant and equipment.  
Health and safety information about equipment provided for cleaning or maintaining the structure.  
The nature, location and markings of significant services.  
Information and as-built drawings of the structure, its plant and equipment.
- **Timescale for completion:** One week before Practical Completion.
- **Submit to:** The Employer

#### 300 Content of the building manual part 5: the building user guide

- **Content:** Obtain and provide the following:  
Building services information.  
Emergency information.  
Energy and environmental strategy.  
Water use.  
Transport facilities.  
Materials and waste policy.  
Re-fit/ re-arrangement considerations.  
Reporting provision.  
Training.  
Links and references.
- **Timescale for completion:** One week before Practical Completion.

### 320 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:** Where these are needed to illustrate or locate items mentioned in the manual: if 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/ record drawings:** The main sets may form annexes to the manual.

### 340 Information for commissioning of services

- **General:** Submit relevant drawings and preliminary performance data to enable users to become familiar with the installation.
- **Submittal date:** At commencement of commissioning.

### 400 Schedule for spare parts

- **General:** Prepare a priced schedule of recommended spare parts that should be obtained and kept in stock for maintenance of the services installations.
- **Content:** Include in the priced schedule for:  
Manufacturers' current prices, including packaging and delivery to site.  
Checking receipts, marking and numbering in accordance with the schedule of spare parts.  
Referencing to the plant and equipment list in part 3 of the building manual.  
Painting, greasing, etc. and packing to prevent deterioration during storage.
- **Latest date for submission:** Two weeks before completion.

### 410 Tools and consumables

- **General:** Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under named subcontracts) together with suitable means of identifying, storing and securing.
- **Quantity:** Two complete sets.
- **Consumables:** Supply a complete list of all consumables necessary for the operation.
- **Submittal date:** At completion.