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Preliminaries

A10 PROJECT PARTICULARS

110 THE PROJECT

- · Name: Swanage Town Council.
- · Nature: Refurbishment of Toilets.
- Location: Swanage Town Hall; Mermond Place Car Park; King Georges Car Park; Beach Gardens - Swanage, Dorset BH19.
- · Length of contract: approximately 14 weeks.

120 EMPLOYER (CLIENT)

- · Name: Swanage Town Council.
- Address: Town Hall, High Street, Swanage. BH19 2NZ.
- · Contact: Mr G Brookes, Opeartions Manager.
- Telephone: 01929 426533.
- E-mail: Geoff Brookes <g.brookes@swanage.gov.uk>.

130 PRINCIPAL CONTRACTOR (CDM)

- · Name: The contractor.
- Address: To be confirmed.
- Contact: To be confirmed.
- · Telephone: To be confirmed.
- E-mail: To be confirmed.

140 ARCHITECT/ CONTRACT ADMINISTRATOR

- Name: Mr James Lee.
- Address: Dorset Property, Enviornment Directorate, Dorset County Council, County Hall, Dorchester, DT1 1XJ.
- · Contact: James Lee.
- · Telephone: 01305 221915.
- E-mail: j.p.lee@dorsetcc.gov.uk.

150 PRINCIPAL DESIGNER

- Name: Mr James Lee.
- Address: Dorset Property, Enviornment Directorate, Dorset County Council, County Hall, Dorchester. DT1 1XJ.
- · Contact: James Lee.
- Telephone: 01305 221915.
- E-mail: j.p.lee@dorsetcc.gov.uk.

Preliminaries

A11 TENDER AND CONTRACT DOCUMENTS

110 TENDER DRAWINGS

• The tender drawings are: As drawing schedule.

120 CONTRACT DRAWINGS

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

160A PRECONSTRUCTION INFORMATION

· Format: The Preconstruction information is described in Appendix A

Preliminaries

A12 THE SITE/ EXISTING BUILDINGS

110 THE SITE

 Description: All sites are within the proximity of Swanage. Swanage Town Hall is located on High Street, Swanage BH19 2NZ. Mermond Place Toilet Block is located within Mermond Place Car Park on Mermond Place, BH19 1DQ. King Georges Toilet Block is located within King Georges Playing Field Car Park, BH19 1PW. Beach Gardens is located on Cauldon Avenue, BH19 1PG.

120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

· Description: All existing buildings within the scope are detached .

180 HEALTH AND SAFETY FILE

- Availability for inspection: The Health and Safety File for the site/ building may be seen by appointment during normal office hours at: Swanage Town Hall.
- Other documents: None.
- · Arrangements for inspection: NA.

200 ACCESS TO THE SITE

- Description: Access to the sites are from: Swanage Town Hall via High Street. Mermond Place Toilet Block via Mermond Place through car park. King Georges Toilet Block via Victoria Avenue through car park. Beach Gardens via Cauldon Avenue.
- · Limitations: None.

210 PARKING

 Restrictions on parking of the Contractor's and employees' vehicles: To be agreed during pre-contract meeting.

230 SURROUNDING LAND/ BUILDING USES

- · General: Adjacent or nearby uses or activities are as follows:
 - Swanage Town Hall and Beach Gardens Tennis Centre main building will be occupied and in use throughout the contract period, as well as Mermond Place and King Georges Car Parks. Specific access arrangements for the works to be agreed during pre-contract meeting.

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:
 Refer to the Pre-construction Phase Health & Safety Plan.
- Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
- Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

250 SITE VISIT

- Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- Arrangements for visit: Contact Geoff Brookes, Operations Manager on 07967199690.

Preliminaries

A13 DESCRIPTION OF THE WORK

110 PREPARATORY WORK BY OTHERS

- Works: Carried out under a separate contract and completed before the start of work on site for this Contract.
- · Description: None.

120 THE WORKS

 Description: Swanage Town Hall – Partitioning of existing Gents toilet to form new Accessible toilet facility.

Mermond Place – Complete internal and external refurbishment of Toilet Block, including electrical rewire and installation of electrical supply to proposed car charging point.

King Georges – Complete internal external refurbishment of Toilet Block. Formation of new DDA compliant toilet facility. Supply of a temporary toilet for use by the public for the duration of the contract period.

Beach Gardens – Demolishment of existing storage shed. Excavation and installation of foundation to receive supplied modular toilet and shower block and all associated service connections. In-filling between pillars under main building balcony to form new storage facility and installation of roller shutters for access. .

130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

 Description: Manufacture and supply of new modular toilet and changing room facility at Beach Gardens - Modulek, Simon Pester, Modulek House, 19 Bessemer Close, Eblake Industrial Estate, Verwood, Dorset BH31 6AZ.

140 COMPLETION WORK BY OTHERS

· Description: None.

Preliminaries

A20 JCT MINOR WORK BUILDING CONTRACT (MW)

JCT MINOR WORKS BUILDING CONTRACT

- The Contract: JCT Minor Works Building Contract 2011 Edition, incorporating amendment 1. March 2015..
- · Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

First - THE WORKS AND THE CONTRACT ADMINISTRATOR

- The work comprises: Refurbishment and upgrading of toilet facilities within Swanage Town Hall, Mermond Place Toilet Block, King Georges Toilet Block and Beach Gardens -Swanage, Dorset BH19.
- Architect/ Contract Administrator: See clause A10/140.

Second - CONTRACT DOCUMENTS

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

Third - PRICED DOCUMENTS

• Documents to be priced or provided by the Contractor: Contract specification.

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.

CONTRACT PARTICULARS

Fourth Recital and Schedule 2 - BASE DATE

· Base date: 10 days before the date of tender.

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 is not notifiable.

Sixth Recital - FRAMEWORK AGREEMENT

- · Framework agreement: Does not apply.
- Details:
 - Date: Not applicable.
 - Title: Not applicable.
 - Parties: Not applicable.

Preliminaries

Seventh Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

- · Collaborative working: Paragraph 1 applies.
- · Health and safety: Paragraph 2 applies.
- · Cost savings and value improvements: Paragraph 3 applies.
- Sustainable development and environmental considerations: Paragraph 4 applies.
- Performance indicators and monitoring: Paragraph 5 does not apply.
- Notification and negotiation of disputes: Paragraph 6 applies. Where paragraph 6 applies, the respective nominees of the parties are:
 - Employer's nominee: Mr James Lee.
 - Contractor's nominee:

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

Article 7 - ARBITRATION

· Article 7 and Schedule 1 apply.

Clause 2.2 - COMMENCEMENT AND COMPLETION

- Date for Commencement of the Works: 04/12/2017.
- Date for Completion: 27 March 2017.

Clause 2.8 - LIQUIDATED DAMAGES

• At the rate of £1,000 per calendar week or pro-rata thereto.

Clause 2.10 - RECTIFICATION PERIOD

· Period: twelve from the date of practical completion.

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

· Percentage: 95 per cent.

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

• Percentage: 97½ per cent.

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

· Period: Three months from the date of practical completion.

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

· Clause 4.11 and Schedule 2 will be deleted.

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

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

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

 Clause 5.4B (Works and existing structures insurance by Employer in Joint Names) applies.

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

· Addition: 15 per cent.

Preliminaries

Clause 7.2 - ADJUDICATION

- The Adjudicator is: President or vice President of the Royal Institue of British Architects.
- · Nominating body: Royal Institute of British Architects.

Schedule 1 paragraph 2.1 - ARBITRATION

• Appointor of Arbitrator (and of any replacement): President or a Vice president of the: Roya I Institute of British Architects.

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.4 - RECKONING PERIODS OF DAYS

• Amendments: None.

1.7 - APPLICABLE LAW

· Amendments: None.

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

EXECUTION

· The Contract: Will be executed under hand.

CONTRACT GUARANTEE BOND

· Contract Guarantee Bond: Not applicable.

Preliminaries

A30 TENDERING/ SUBLETTING/ SUPPLY

MAIN CONTRACT TENDERING

110 SCOPE

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

145 TENDERING PROCEDURE

- · General: In accordance with NBS Guide to Tendering for Construction Projects.
- · Errors: Alternative 1 is to apply.

160 EXCLUSIONS

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

170 ACCEPTANCE OF TENDER

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

190 PERIOD OF VALIDITY

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

PRICING/ SUBMISSION OF DOCUMENTS

210 PRELIMINARIES IN THE SPECIFICATION

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

250 PRICED DOCUMENTS

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

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.

Preliminaries

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.

Preliminaries

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.
- · Additional requirements: As stated in the Pre-construction Phase Health & Safety Plan .
- · 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.

SUBLETTING/ SUPPLY

Preliminaries

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.

Preliminaries

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.

Preliminaries

210 CROSS REFERENCES

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

220 REFERENCED DOCUMENTS

· Conflicts: Specification prevails over referenced documents.

230 EQUIVALENT PRODUCTS

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

240 SUBSTITUTION OF STANDARDS

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

250 CURRENCY OF DOCUMENTS

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

260 SIZES

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

DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

· Additional copies: Issued free of charge.

440 DIMENSIONS

· Scaled dimensions: Do not rely on.

450 MEASURED QUANTITIES

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

460 THE SPECIFICATION

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

Preliminaries

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.
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: twenty four hours seven days a week.

Preliminaries

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:
 - Daily maximum and minimum air temperatures (including overnight).
 - Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

150 OWNERSHIP

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

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 two copies.

245 START OF WORK ON SITE

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

Preliminaries

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.
- · Key Performance Indicators:
 - Details: Time, cost and quality.
 - Record progress against each of the KPIs. If performance against KPI falls short of target, submit proposals for remediation.

260 SITE MEETINGS

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- · Frequency: Every two weeks.
- · Location: At site.
- · Accommodation: Ensure availability at the time of such meetings.
- Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
- · Chairperson (who will also take and distribute minutes): Contract Administrator.

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): Two weeks.

CONTROL OF COST

420 REMOVAL/ REPLACEMENT OF EXISTING WORK

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

430 PROPOSED INSTRUCTIONS

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

440 MEASUREMENT

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

450 DAYWORK VOUCHERS

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

470 PRODUCTS NOT INCORPORATED INTO THE WORKS

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

Preliminaries

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.

Preliminaries

150 INSPECTIONS

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

160 RELATED WORK

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

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

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

180 WATER FOR THE WORKS

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

SAMPLES/ APPROVALS

210 SAMPLES

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

220 APPROVAL OF PRODUCTS

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

Preliminaries

230 APPROVAL OF EXECUTION

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

ACCURACY/ SETTING OUT GENERALLY

320 SETTING OUT

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

330 APPEARANCE AND FIT

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

350 LEVELS OF STRUCTURAL FLOORS

- · Maximum tolerances for designed levels to be:
 - Floors to be self-finished, and floors to receive sheet or tile finishes directly bedded in adhesive: +/- 10 mm.
 - Floors to receive dry board/ panel construction with little or no tolerance on thickness: +/10 mm.
 - Floors to receive mastic asphalt flooring/ underlays directly: +/- 10 mm.
 - Floors to receive mastic asphalt flooring/ underlays laid on mastic asphalt levelling coat (s): +/- 15 mm.
 - Floors to receive fully bonded screeds/ toppings/ beds: +/- 15 mm.
 - Floors to receive unbonded or floating screeds/ beds: +/- 20 mm.

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.

Preliminaries

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.

440 GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE

- Before the completion date stated in the Contract: Submit a certificate stating:
 - The address of the premises.
 - A brief description of the new installation and/ or work carried out to an existing installation.
 - Any special recommendations or instructions for the safe use and operation of appliances and flues.
 - The Contractor's name and address.
 - A statement that the installation complies with the appropriate safety, installation and use regulations.
 - The name, qualification and signature of the competent person responsible for checking compliance.
 - The date on which the installation was checked.
- · Certificate location: Health and Safety File.

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: Contract Administrator.

Preliminaries

530 OVERTIME WORKING

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

720 SECURITY AT COMPLETION

- General: Leave the Works secure with, where appropriate, all accesses closed and locked.
- Keys: Account for and adequately label all keys and hand over to Employer with itemized schedule, retaining duplicate schedule signed by Employer as a receipt.

Preliminaries

730 MAKING GOOD DEFECTS

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

Preliminaries

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

120A EXECUTION HAZARDS

- · Common hazards: Not listed. Control by good management and site practice.
- · Refer to Pre-construction Health & Safety Plan.
 - Specification reference: NA.
 - Drawing reference: NA.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer/ Client no later than two weeks before commencement of the 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: Site is to have Heras fencing errected around during the works to prevent public access.

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.

PROTECT AGAINST THE FOLLOWING

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.

Preliminaries

371 DANGEROUS OR HAZARDOUS SUBSTANCES

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

375 ANTIQUITIES

- Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the Works.
- Preservation: Keep objects in the exact position and condition in which they were found.
- · Special requirements: None.

380 FIRE PREVENTION

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

390 SMOKING ON SITE

· Smoking on site: Not permitted.

400 BURNING ON SITE

· Burning on site: Not permitted.

410 MOISTURE

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

420 INFECTED TIMBER/ CONTAMINATED MATERIALS

- Removal: Where instructed to remove material affected by fungal/ 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.

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.

Preliminaries

470 INVASIVE SPECIES

- General: Prevent the spread of species (e.g. plants or animals) that may adversely affect the site or Works economically, environmentally or ecologically.
- · Special precautions: None.
- Duty: Report immediately any suspected invasive species discovered during execution of the Works.
 - Do not disturb.
 - Agree methods for safe eradication or removal.

PROTECT THE FOLLOWING

510 EXISTING SERVICES

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

520 ROADS AND FOOTPATHS

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

530 EXISTING TOPSOIL/ SUBSOIL

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

540 RETAINED TREES/ SHRUBS/ GRASSED AREAS

- Protection: Preserve and prevent damage, except those not required.
- Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond
 reasonable chance of survival in their original shape, as a consequence of the Contractor's
 negligence, must be replaced with those of a similar type and age at the Contractor's
 expense.

Preliminaries

550 RETAINED TREES

- · Protected area: Unless agreed otherwise do not:
 - Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials
 or place temporary accommodation within an area which is the larger of the branch
 spread of the tree or an area with a radius of half the tree's height, measured from the
 trunk.
 - Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.
 - Change level of ground within an area 3 m beyond branch spread.

560 EXISTING FEATURES

- Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.
- · Special requirements: None.

570 EXISTING WORK

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

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:
 - All loose furniture.

620 ADJOINING PROPERTY

 Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property.

625 ADJOINING PROPERTY RESTRICTIONS

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

Preliminaries

630 EXISTING STRUCTURES

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

Preliminaries

A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING

Preliminaries

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

GENERALLY

110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

- · Location: Give notice and details of intended siting.
- Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

ACCOMMODATION

230 TEMPORARY ACCOMMODATION

- Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to starting on site.
- Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.

TEMPORARY WORKS

340 NAME BOARDS/ ADVERTISEMENTS

- General: Obtain approval, including statutory consents, and provide a temporary name board displaying:
 - Title of project: Swanage Town Council Refurbishment of Toilets.
 - Name of Employer: Swanage Town Council.
 - Names of Consultants: Dorset County Council.
 - Names of Contractor and Subcontractors: To be confirmed.
 - Special requirements: A brief description of the works being carried out.

SERVICES AND FACILITIES

410 LIGHTING

• Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.

420 LIGHTING AND POWER

- Supply: Electricity from the Employer's mains may be used for the Works as follows:
 - Metering: Free of charge.
 - Point of supply: To be confirmed at pre-contract meeting.
 - Available capacity: Contractor to check incomming supply.
 - Frequency: 50 Hz.
 - Phase: Single.
 - Current: Alternating.
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

Preliminaries

430 WATER

- Supply: The Employer's mains may be used for the Works as follows:
 - Metering: Free of charge.
 - Source: To be confirmed.
 - Location of supply point: To be confirmed at the pre-contract meeting.
 - Conditions/ Restrictions: Reasonable use.
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

440 TELEPHONES

• Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.

520 USE OF PERMANENT HEATING SYSTEM

- Permanent heating installation: May be used for drying out the Works/ services and controlling temperature and humidity levels.
- · Installation: If used:
 - Take responsibility for operation, maintenance and remedial work.
 - Arrange supervision by and indemnification of the appropriate Subcontractors.
 - Pay costs arising.

Preliminaries

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

GENERALLY

115 THE HEALTH AND SAFETY FILE

- · Responsibility: the contractor.
- Content: Obtain and provide the following information: This shall be a Health & Safety file incorporating maintenance manual .
- · Format: 1 had copy and one PDF
- Delivery to: The Contract Administrator By (date): One week prior to practical completion.

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.

Preliminaries

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

- 110 MANAGEMENT AND STAFF
 - Cost significant items: Site supervision.

Preliminaries

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

110 SITE ACCOMMODATION

- Details: Site accommodation required or made/ not made available by the Employer: See section A36.
- Cost significant items: Provision of storage, and welfare facilities when not availble in the works and/or temporay adaptions within the building to form these areas.

Preliminaries

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

110 TEMPORARY WORKS

- Details: Temporary works required or made/ not made available by the Employer: See section A36.
- · Cost significant items: Scaffolding and protection of works areas during the works.

Preliminaries

A54 PROVISIONAL WORK/ ITEMS

110A PROVISIONAL SUMS FOR DEFINED WORK

• All provisional sums are highlighted in the schedule of work.

210A PROVISIONAL SUMS FOR UNDEFINED WORK

• All provisional sums are highlighted in the schedule of works.

590 CONTINGENCIES

• Provisional sum: Include: £7,500 which is noted in the tender summary sheet.

Preliminaries

A55 DAYWORKS

150A DAYWORK CHARGES

 General: Where an instruction is issued requiring a variation which is not of a similar character or executed under similar conditions to work included in the Contract and where work cannot properly be measured and valued, the Contractor shall be allowed payment on a daywork basis. These are to be recorded on the Tender Summary Sheet.