Crowborough Town Council

Crowborough Town Council - Toilet Refurbishment 9213 Contract Preliminaries 23-01-2025

The refurbishment of Crowborough Town Council facilities to separate Male, Female and Disabled facilities. Refurbishment is to comprise a new IPS system, sanitary ware, ceiling tile, and wall and floor finishes.

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A10 Project particulars

Clauses

110 The Project

- 1. Name: Crowborough Town Council Toilet Refurbishment.
- 2. Nature: Internal Refurbishment.
- 3. Location: Council Offices, Pine Grove, Crowborough TN6 1DH
- 4. Timescale for construction work: 4 weeks from commencement.

120 Employer (client)

- 1. Name: Crowborough Town Council
- 2. Address: Council Offices, Pine Grove, Crowborough TN6 1DH
- 3. Contact: Lisa Gibson
- 4. Telephone: Tel: 01892 652907 / Mobile: 07761 056486
- 5. Email: facilities@crowboroughtowncouncil.gov.uk

140 Architect/ contract administrator

- 1. Name: Mackellar Schwerdt Architects
- 2. Address: Lyell House, Daveys Lane, Lewes, East Sussex BN7 2BQ.
- 3. Contact: Steven George
- 4. Telephone: 01273480608
- 5. Email: steven.george@mackellarschwerdt.co.uk

160 Quantity Surveyor

- 1. Name: Mackellar Schwerdt Architects
- 2. Address: Lyell House, Daveys Lane, Lewes, East Sussex, BN72BQ
- Contact: Steven George
 Telephone: 01273 480608
- 5. Email: steven.george@mackellarschwerdt.co.uk

Ω End of Section

Tender and contract documents

Clauses

110 Tender drawings

1. The tender drawings are: 9213-011-R03 Existing Plan

9213-012-R02 Existing W-WC Elevations

9213-013-R02 Existing M-WC Elevations

9213-014-R02 Existing Disabled WC Elevations

9213-015-R02 Demolition Plan

9213-021-R02 Proposed W-WC Plan

9213-022-R02 Proposed W-WC Elevations

9213-023-R02 Proposed M-WC Plan

9213-024-R02 Proposed M-WC Elevations 1 of 2

9213-025-R02 Proposed M-WC Elevations 2 of 2

9213-026-R02 Proposed Disabled WC Plan

9213-027-R02 Proposed Disabled WC Elevations

120 Contract drawings

1. The contract drawings: The same as the tender drawings.

160 Pre-construction information

 Format: The pre-construction information is described in these Preliminaries in section A34. It refers to information given elsewhere in the Preliminaries, specification, drawings and associated documents.

180 Other documents

- Inspection: Drawings and other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office of Crowborough Town Council.
- 2. The documents include: Existing Health & Safety File

181 Other documents

1. The documents include: Core Surveys Ltd Asbestos R & D Survey Report dated 11th December 2024.

The site/ existing buildings

Clauses

110 The site

1. Description: The site comprises the existing Crowborough Town Council toilet facilities, which are configured as separate male, female, and disabled toilets. The toilets are located at the ground floor level within the Crowborough Town Council suite, of the Pine Grove offices.

180 Health and safety file

1. Availability for inspection: The health and safety file for the site/ building may be seen by appointment during normal office hours at: Crowborough Town Council.

200 Access to the site

- 1. Description: Pedestrian access to the site can be achieved from the Pine Grove Car Park and through the main entrance foyer. Vehicular Access is via Pine Grove and the Pine Grove Car Park.
- 2. Limitations: Drop off may be possible at the entrance to the offices, but permanent parking must be contained to the available Croft Road 3Hr and 23Hr car parking.
- 3. Access for inspections: Provide access at reasonable times for both on-site and off-site work.

210 Parking

1. Restrictions on parking of the Contractor's and employees' vehicles: The Contractor will be allocated sufficient car spaces within the Pine Grove Car Park for the purposes of accommodating a skip and portaloo only.

220 Use of the site

1. General: Do not use the site for any purpose other than carrying out the Works.

240 Health and safety hazards

- 1. 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:
- 2. Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the works.
- 3. 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. Ascertain the nature of the site, access
 thereto and all local conditions and restrictions likely to affect the execution of the Works.
- 2. Arrangements for visit: Contact the Emploer representative noted in A10/120.

Ω End of Section

Description of the work

Clauses

120 The works

1. Description: The refurbishment of Crowborough Town Council facilities to separate Male, Female and Disabled facilities. Refurbishment is to comprise a new IPS system, sanitary ware, ceiling tile, and wall and floor finishes.

JCT Minor Works Building Contract (MW)

Clauses

JCT Minor Works Building Contract

- The Contract: JCT Minor Works Building Contract 2024 Edition.
- Requirement: Allow for the obligations, liabilities and services described.

Recitals

First - The Works and the Contract Administrator

- The work comprises: The refurbishment of Crowborough Town Council toilet facilities comprising separate Male, Female and Disabled facilities. Refurbishment to involve a new IPS system, sanitary ware, ceiling tile, and wall and floor finishes.
- 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: Schedule of Works.

Third - Priced documents

Documents to be priced or provided by the Contractor: Contract Preliminaries

Articles

4 - Architect/ Contract Administrator

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

9 - Legal proceedings

 Amendments: Delete the words "the English Courts" and insert the words "the Courts of England and Wales".

Contract Particulars

Fourth Recital and the JCT Fluctuations Option - Base Date

Base Date: 14th February 2025.

Fourth Recital and clause 4.2 - Construction industry scheme (CIS)

• Employer at the Base Date is not a 'contractor' for the purposes of the CIS.

Fifth Recital - CDM Regulations

The project is not notifiable.

Seventh Recital and Schedule 2 - Supplemental Provisions

- Health and safety: Supplemental Provision 1 applies.
- Cost savings and value improvements: Supplemental Provision 2 applies.

Performance Indicators and monitoring: Supplemental Provision 3 applies applies.

Article 8 - Arbitration

Article 8 and Schedule 1 apply.

Clause 1.6.2 - Addresses for service of notices by the Parties

- Employer
 - Address: Crowborough Town Council, Council Offices, Pine Grove, Crowborough TN6 1DH.
 - Email: clerk@crowboroughtowncouncil.gov.uk
- Contractor
 - Address: TO BE COMPLETED BY CONTRACTOR.
 - Email: TO BE COMPLETED BY CONTRACTOR.

Clause 2.2 - Commencement and Completion

- Works commencement date: No later than six weeks from the date of receipt of tenders.
- Date for Completion: 4 weeks after commencement.

Clause 2.8 - Liquidated damages

At the rate of £625 per Week.

Clause 2.10 - Rectification period

• Period: 12 Months from the date of practical completion.

Clause 4.3 and 4.4 - Interim payments

- Interim Valuation Dates
 - The first Interim Valuation Date is: 4 weeks after commencement.
 - Thereafter at intervals of: 4 weeks
- Payments due prior to practical completion
 - Percentage of total value of the work etc.: 95 per cent
- Payments becoming due on or after practical completion
 - Percentage of the total amount to be paid: 97.5 per cent

Clause 4.4 and 4.9 - Fluctuations provision

• The following fluctuations provision applies: No fluctuations provision applies

Clause 4.9.1 - Supply of documentation for computation of amount to be finally certified

Period: Three months from the date of practical completion.

Clause 5.3 - Contractor's Public Liability insurance - injury to persons or property

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

Clauses 5.4, 5.5 and 5.6 - Insurance of the works, etc. - alternative provisions

- Clause 5.5 applies.
- Where clause 5.4 or 5.5 applies, percentage to cover professional fees: 15 per cent

Clause 6.2.3.2 - Service of notices by email

- Clause 6.2.3.2: Applies.
- Employer's email: clerk@crowboroughtowncouncil.gov.uk
- Contractor's email: TO BE COMPLETED BY CONTRACTOR.

Clause 7.1 - Notification and negotiation of disputes

- The respective nominees of the Parties are
 - Employer's nominee: Royal Institute of British Architects
 - Contractor's nominee: TO BE COMPLETED BY CONTRACTOR.
- Or such replacement as each Party may notify to the other from time to time

Clause 7.3 - Adjudication

- The Adjudicator is: Not named
- · 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: Royal Institute of British Architects.

Conditions - No Amendments

Section 1: Definitions and Interpretation

1.4 - Reckoning periods of days

Amendments: None

1.8 - Applicable law

- Amendments: at the end of the sentence delete the words "the law of England" and insert the words "the laws of England and Wales".
- **Section 2: Carrying out the Works No Amendments**
- Section 3: Control of the Works No Amendments
- **Section 4: Payment No Amendments**
- Section 5: Injury, Damage and Insurance No Amendments
- **Section 6: Termination No Amendments**
- **Section 7: Settlement of Disputes No Amendments**

Execution

Execution

The Contract: Will be executed under hand.
 Mackellar Schwerdt Architects
 23-01-2025

Contract	guarantee	bond - No	Amend	lments
Contract	quarantee	DOIIG - 110	AIIICIIC	

 $\boldsymbol{\Omega}$ End of Section

Tendering/ subletting/ supply

Main contract tendering

110 Scope

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

145 Tendering procedure

- General: In accordance with the principles of: In accordance with NBS Guide to Tendering for Construction Projects..
- 2. Arithmetical errors: Pricing document is dominant.

160 Exclusions

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

170 Acceptance of tender

- 1. 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.
- 2. Costs: No liability is accepted for any cost incurred in the preparation of any tender.

190 Period of validity

- 1. Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 8 weeks.
- 2. Date for possession/commencement: See section A20.

Pricing/ submission of documents

210 Preliminaries in the specification

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

220 Pricing of preliminaries

- 1. Charges: When pricing Preliminaries, identify separately for each item where, for the purpose of valuing the work, the charge for that item is considered to be:
 - 1.1. Fixed: (i.e. where the charge for the item does not depend on duration).
 - 1.2. Time related: (i.e. where the charge for the item is dependent on duration).

250 Priced documents

- 1. Alterations: Do not alter or qualify the priced documents without specifically alerting the Contract Administrator in a written covering letter at the time of tender.
- 2. 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.
- 4. Submit: With tender

310 Tender

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

440 Schedule of Rates

- 1. Schedule of Rates (unpriced): Included with the tender documents. The Contractor may insert additional items. All items must be fully priced.
- 2. Fully priced copy
 - 2.1. Submittal date: A priced schedule of works is to be submitted with the tender.

480 Programme

- 1. Programme of work: Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemize any work which is excluded.
- 2. Submit: With the tender.

515 Alternative time tenders

- 1. General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.
- Date for Completion: If any such tender is accepted the Date for Completion inserted in the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.

530 Substitute products

- 1. Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Unless notification is given at tender stage, proposals for substitutions may not be considered.
- Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

550 Health and safety information

- 1. 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.
- 2. Include
 - 2.1. Policy document: A copy of the Contractor's health and safety policy documents, including risk assessment procedures.
 - 2.2. Records: Accident and sickness records for the past five years and of any previous Health and Safety Executive enforcement action.
 - 2.3. Training: Records of training and training policy.
 - 2.4. Personnel: The proposed number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- 3. Submit: Within one week of request

570 Outline construction phase health and safety plan

- 1. Content:
 - 1.1. Risk assessment: Method statements on how risk from hazards identified in the preconstruction information and other hazards identified by the contractor will be addressed. Procedures for carrying out risk assessment and for managing and controlling the risk.

- 1.2. 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.
- 1.3. Selection: Proposed procedure for ensuring competency of other contractors, the self-employed and designers.
- 1.4. Communication: Procedures for communications between the project team, other contractors and site operatives. Include arrangements for cooperation and coordination between contractors.
- 1.5. Emergency: Procedures including those for fire prevention and escape.
- 1.6. Records: Arrangements for ensuring that accidents, illness and dangerous occurrences are recorded.
- 1.7. 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.
- 1.8. 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.
- 1.9. Welfare facilities: Include appropriate arrangements.
- 2. Submittal date: Within one week of request.

599 Freedom of Information Act

- 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.
- 2. Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
- 3. Confidentiality: Maintain at all times.

Subletting/ supply - No Amendments

Ω End of Section

Provision, content and use of documents

Definitions and interpretations

110 Definitions

1. Meaning: Terms, derived terms and synonyms used in the Preliminaries/ general conditions and specification are as stated here or in the appropriate referenced document.

120 Communication

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

130 Products

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

135 Site equipment

- 1. Definition: Apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- 2. Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
- 3. Excludes: Products and equipment or anything intended to form or forming part of the permanent works.

155 Submit proposals

1. Meaning: Submit information in response to specified requirements.

160 Terms used in specification

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes removal and disposal of associated pipework, wiring, ductwork or other services.
- 2. Remediate: Action or measures taken to lessen, clean up, remove or mitigate the existence of hazardous materials; in accordance with standards, or requirements as may be set out by statutes, rules, regulations or specification.
- 3. Fix: Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging. To include all labour, materials and site equipment for that purpose.
- 4. Supply and fix: As above, but including supply of products, components or systems to be fixed, together with everything necessary for their fixing. All products, components or systems are to be supplied and fixed unless stated otherwise.
- 5. Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, protect adequately and store until required by the employer/ purchaser, or until required for use in the works as instructed.
- Keep for recycling: As 'keep for reuse', but relates to a naturally occurring material rather than a manufactured product.

- 7. Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- 8. Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- 9. Repair: Execute remedial work to restore something to its original working state. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- 10. Refix: Fix removed products.
- 11. Ease: Adjust moving parts of designated products, or work to achieve free movement and good fit in open and closed positions.
- 12. 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.
- 13. System: Equipment, accessories, controls, supports and ancillary items (including installation) necessary for that section of the work to function.
- 14. 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.

170 Manufacturer and product reference

- 1. Definition: When used in this combination:
 - 1.1. Manufacturer: The person or legal entity under whose name or trademark the particular product, component or system is marketed
 - 1.2. Product reference: The proprietary brand name and/ or identifier by which the particular product, component or system is described.
- 2. 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

- 1. Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- 2. Reasons: Submit reasons for the proposed substitution.
- 3. 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.
- 4. Alterations to adjacent work: If needed, advise scope, nature and cost.
- 5. Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

210 Cross references

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

- 2. Related terminology: Where a numerical cross reference is not given, the relevant sections and clauses of the specification will apply.
- 3. Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
- 4. Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

220 Referenced documents

1. Conflicts: Specification prevails over referenced documents.

230 Equivalent products

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

240 Substitution of standards

- 1. 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.
- 3. Before ordering: Submit notification of all such substitutions.
- 4. Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

250 Currency of documents and information

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

260 Sizes

- 1. 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

1. Additional copies: Issued free of charge at A4 Documents and A3 Drawing size.

440 Dimensions

1. Scaled dimensions: Do not rely on.

450 Measured quantities

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

Documents provided by contractor/ subcontractors/ suppliers

640 Maintenance instructions and guarantees

1. Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.

2. Information location: In Building Manual.

Management of the works

Generally

110 Supervision

- 1. 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

1. 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 an event occurs that 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 administering the Contract on their behalf 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

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

150 Ownership

1. 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: When requested, and before starting work on site, submit a master programme for the Works in an approved form.
- 2. Include:
 - 2.1. Planning: Planning and mobilization by the Contractor including subcontractor's work.
 - Engineering services: Running in, adjustment, commissioning and testing of engineering services and installations.
- 3. Number of copies: One copy.
- 4. Submittal date: One week prior to commencement of the works.

260 Site meetings

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- 2. Frequency: Every 4 weeks
- 3. Location: On site, Employer will provide meeting space.
- 4. Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
- Chairperson (who will also take and distribute minutes): Architect Architect

290 Notice of completion

- Requirement: Give notice of the anticipated Date for Completion of the whole or parts of the Works
- 2. Associated works: Ensure that necessary access, services and facilities are complete.
- 3. Period of notice (minimum): Two weeks

310 Extensions of time

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

Control of cost

430 Proposed instructions

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

440 Measurement

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

450 Daywork vouchers

- 1. 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 authorized.
 - Include a full description of the work undertaken and time spent on individual tasks.
 - Be signed by the Contractor's person in charge as evidence that the operatives' names, the time spent by each, and the plant and materials shown are correct.
- 3. Submit: By the end of the week in which the work has been executed.

470 Products not incorporated into the Works

- 1. 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.
- 2. Evidence: When requested, provide evidence of freedom of reservation of title.

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 $\boldsymbol{\Omega}$ End of Section

Quality standards/ control

Standards of products and executions

110 Incomplete documentation

- 1. General: Where and to the extent that products or work are not fully documented, they are to be:
 - 1.1. Standard: Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
 - 1.2. Suitability: Suitable for the purposes stated or reasonably to be inferred from the project documents.
- 2. 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

- 1. Operatives: Appropriately skilled and experienced for the type and quality of work.
- 2. Registration: With Construction Skills Certification Scheme.
- 3. Verification: When requested, operatives must produce evidence of skills/ qualifications.

130 Quality of products

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

135 Quality of execution

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

140 Evidence of Compliance

- 1. Proprietary products: Retain on site evidence that the proprietary product specified has been supplied.
- 2. 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.
 - Analysis of results.

150 Inspections

- 1. Products and executions: 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.
 - Any associated conditions.

160 Related work

- 1. 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.
- 2. Preparatory work: Ensure that all necessary preparatory work has been carried out.

170 Manufacturer's recommendations/instructions

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

180 Water for the works

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

Samples/ approvals

210 Samples

- 1. 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

- 1. Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- 2. 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.
- 3. Complying sample: Retain in good, clean condition on site. Remove when no longer required.

230 Approval of execution

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

Accuracy/ setting out generally

330 Appearance and fit

- 1. 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.
- 2. General tolerances (maximum): To BS 5606, Tables 1 and 2.

Services generally

410 Services regulations

1. New or existing services: Comply with the bye-laws or regulations of the relevant statutory authority.

435 Electrical installation certificate

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

445 Service runs

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

450 Mechanical and electrical services

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

Supervision/ inspection/ defective work

525 Access

- 1. Extent: Provide access to the Works at reasonable times; also to other places where the Contractor or subcontractors are preparing work for the Contract.
- 2. Designate: Architect

530 Overtime working

- 1. Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
 - 1.1. Minimum period of notice: Two days

2. 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

- 1. 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 the remedial work.

560 Tests and inspections

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

610 Defective products/ executions

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

Work at or after completion

710 Work before completion

- 1. General: Make good all damage consequent upon the Works.
- 2. Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- 3. Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- 4. Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- 5. COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- 6. 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.
- 7. 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

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

730 Making good defects

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

Security/ safety/ protection

Security, health and safety

110 Pre-construction information

- 1. Location: Integral with the project Preliminaries, including but not restricted to the following sections:
 - 1.1. Description of project: Sections A10 and A11.
 - 1.2. Client's consideration and management requirements: Sections A12, A13 and A36.
 - 1.3. Environmental restrictions and on-site risks: Section A12, A35 and A34.
 - 1.4. Significant design and construction hazards: Section A34.
 - 1.5. The health and safety file: Section A37.

120 Execution hazards Type A

- 1. Significant hazards: The design of the project includes the following:
 - 1.1. Hazard: An Asbestos R & D Survey is made available as part of the tender documentation. Although no ACM's have been identified, the presence of undetected Asbestos remains a risk
 - 1.2. Precautions assumed: The Contractor will maintain risk management procedures.

120 Execution hazards Type B

- 1. Significant hazards: The design of the project includes the following:
 - 1.1. Hazard: Conflict with building users. There is the potential for conflict with building users with the delivery of materials through publicly accessible areas.
 - 1.2. Precautions assumed: The Contractor will maintain risk management procedures.

120 Execution hazards Type C

- 1. Significant hazards: The design of the project includes the following:
 - 1.1. Hazard: Unauthorised Access. The works are self contained but the works area needs to be secured at all times from casual assumed access.
 - 1.2. Precautions assumed: The Contractor will maintain risk management procedures.

130 Product hazards

- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Workplace exposure limits.
- Common hazards: Not listed. Control by good management and site practice.

140 Construction phase health and safety plan

- 1. Submission: Present to the employer/ client no later than two weeks prior to commencement...
- 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.
- 3. 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/ pre-construction information.

150 Security

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

170 Occupied premises

- 1. Extent: Existing buildings will be occupied and/ or used during the Contract as follows: The building as a whole will remain in use and there is the risk that access for material delivery will conflict with building users.
- 2. Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- 3. Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.

190 Occupier's rules and regulations

1. Compliance: Conform to the occupier's rules and regulations affecting the site.

200 Mobile telephones and portable electronic equipment

1. Restrictions on use: At the Main Contractors discretion

210 Safety provisions for site visits

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

Protect against the following

330 Noise and vibration

- 1. Standard: In accordance with BS 5228-1.
- 2. Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- 3. Restrictions: Obtain consent before using percussion tools and other noisy appliances. Do not use radios or other audio equipment, or permit employees to use them in ways or at times that may cause nuisance.

340 Pollution

- 1. Prevention: Protect the site, the works and the general environment (including the atmosphere, land, streams and waterways) against pollution.
- 2. Contamination: If pollution occurs, report immediately, including to the appropriate authorities, and provide relevant information.

360 Nuisance

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

370 Asbestos containing materials

1. Duty: Report immediately any suspected materials discovered during execution of the works. Do not disturb, and agree methods for safe removal or encapsulation.

371 Dangerous or hazardous substances

1. Duty: Report immediately suspected materials discovered during execution of the works. Do not disturb and agree methods for safe removal or remediation.

380 Fire prevention

- 1. Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
- 2. Standard: Comply with Fire prevention on construction sites. The joint code of practice on the protection from fire of construction sites and buildings undergoing renovation, published by the Fire Protection Association (the 'Joint Fire Code').

390 Smoking on-site

1. Smoking on-site: Not permitted.

400 Burning on-site

1. Burning on-site: Not permitted.

410 Moisture

- 1. Wetness or dampness: Prevent, where this may cause damage to the Works.
- 2. 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

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

430 Waste

- Waste: Includes rubbish, debris, spoil, containers and packaging, and surplus material requiring disposal.
- 2. 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.
- 3. 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 of at a materials recycling facility approved by the waste regulation authority.
- 5. Documentation: Retain on-site.

440 Electromagnetic interference

1. Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.

Protect the following

520 Roads and footpaths

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

560 Existing features

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

570 Existing work

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

580 Building interiors

1. 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

- 1. Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.
- 2. Removal by Employer: The Employer will remove loose bins from the works area prior to commencement.
 - 2.1. Timing: Before work starts in relevant areas.
 - 2.2. Item: Loose bins.

630 Existing structures

- 1. Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:
 - 2.1. Standard: In accordance with BS 5975 and BS EN 12812.
 - 2.2. Requirements:
 - 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, 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.
- 3. Adjacent structures: Monitor and immediately report excessive movement.

Ω End of Section

A35 Specific limitations on method/ sequence/ timing

Clauses - No Amendments

Facilities/ temporary work/ services

Generally - No Amendments

Accommodation

230 Temporary accommodation

- 1. Accommodation made available by the Employer: The following may be used for the duration of the Contract without charge provided that:
 - It is used solely for the purposes of carrying out the Works.
 - The use to which it is put does not involve undue risk of damage.
 - Temporary adaptations are approved by or on behalf of the Employer before being carried out.
 - It is vacated on completion of the Works or determination of the Contract.
 - When vacated, its condition is at least equivalent to its condition at the start of the Contract.
- Description: The Employer will provide meeting room facilities for the purpose of Employer called meetings.
- 3. Available services and facilities: The Employer will provide access to a kitchen which should negate the need for an Oasis Unit.

Temporary works

340 Name boards/ advertisements

1. Name boards/ advertisements: Not permitted.

Services and facilities

410 Lighting

1. 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

- 1. Supply: Electricity from the existing mains may be used for the Works as follows:
 - 1.1. Metering: Free of charge
- 2. Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

430 Water

- 1. Supply: The existing mains may be used for the Works as follows:
 - 1.1. Metering: Free of charge
- 2. Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

440 Telephones

1. Direct communication: As soon as practicable after the start on site, provide the Contractor's person in charge with a mobile telephone.

570 Personal protective equipment

- 1. General: Provide the equipment described below for the sole use of other members of the project team, in sizes to be specified.
- 2. Safety helmets:
 - 2.1. Standard: To BS EN 397, neither damaged nor time expired.
 - 2.2. Number required: One
- 3. High-visibility waistcoats:
 - 3.1. Standard: To BS EN ISO 20471.
 - 3.2. Number required: One

Operation/ maintenance of the finished works

Generally

110 The Building Manual

- 1. Responsibility: The Contractor
- Content: Obtain and provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles. Describe key components and systems within the finished Works to enable proper understanding, efficient and safe operation, and maintenance.
- 3. Format: One Set Electronic

155 Content of the Building Manual

- 1. General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
- 2. Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
- 3. 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.
- 4. Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.

Contractor's general cost items: management and staff

Clauses - No Amendments

Contractor's general cost items: site accommodation

Clauses

110 Site accommodation

- Details: Site accommodation required or made/ not made available by the Employer: See section A36.
- 2. Cost significant items: The Contractor is assumed to provide a Portaloo. The Employer will provide access to a kitchen.

 $\boldsymbol{\Omega}$ End of Section

Contractor's general cost items: services and facilities

Clauses

110 Services and facilities

 Details: Services or facilities required or made/ not made available by the Employer: See section A36

Contractor's general cost items: mechanical plant

Clauses

110 Mechanical plant

1. Cost significant items: The Contractor is to provide a list of significant items.

 Ω End of Section

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Contractor's general cost items: temporary works

Clauses

110 Temporary works

- 1. Details: Temporary works required or made/ not made available by the Employer: See section A36.
- 2. Cost significant items:

 Ω End of Section

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A50 Work/ products by/ on behalf of the employer

Clauses - No Amendments

A53 Work by statutory authorities/ undertakers

Clauses - No Amendments

Provisional work/ items

Clauses

210 Provisional sums for undefined work

- 1. Item: Additional Electrical Works
- 2. Description of work: Additional Electrical Works
- 3. Provisional Sums: Include Seven Hundred and Fifty Pounds £750.00.
- 4. Allow for general attendance.

211 Provisional sums for undefined work

- 1. Item: Additional Works to Ceiling Grid
- 2. Description of work: Additional Works to Ceiling Grid
- 3. Provisional Sums: Include Five Hundred Pounds £500.00.
- 4. Allow for general attendance.

212 Provisional sums for undefined work

- 1. Item: Additional Electrical Fittings
- Description of work: Additional Electrical Fittings
- 3. Provisional Sums: Include Seven Hundred and Fifty Pounds £750.00.
- 4. Allow for general attendance.

213 Provisional sums for undefined work

- 1. Item: Supply and Installation of 5No Toilet Paper Dispensers
- 2. Description of work: Supply and Installation of 5No Toilet Paper Dispensers
- 3. Provisional Sums: Include Five Hundred Pounds £500.00.
- 4. Allow for general attendance.

310 Provisional sums for work by specialist subcontractors

- 1. Item: Trovex Quotation dated 23rd Jan 2025.
- 2. Description of work: Supply and installation of IPS, Vanity Units, Sanitaryware and Fittings.
- Provisional Sums: Include £15,213.18 Fifteen Thousand Two Hundred and Thirty Pounds and Eighteen Pence.
- 4. Add for profit:%.
- 5. Allow for the following special attendance
 - 5.1. Refer to Trovex Terms and Conditions.
- 6. Allow for general attendance.

590 Contingencies

1. Provisional sum: Include: Contingency Sum of Three Thousand Pounds £3,000.00.

Ω End of Section

A55 Dayworks

Clauses

150 Daywork Charges

- 1. 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 at the following rates:
- 2. RICS/ Construction Confederation: Prime cost of labour: The sum of £ 500.00.
 - 2.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 3. Prime cost of materials and goods: The sum of £ 500.00.
 - 3.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- Prime cost of plant: The sum of £ 200.00.
 - 4.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 5. RICS/ Electrical Contractors' Association: Prime cost of labour: The sum of £ 500.00.
 - Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 6. Prime cost of materials and goods: The sum of £ 500.00.
 - Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR
- 7. Prime cost of plant: The sum of £ 200.00.
 - 7.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 8. RICS/ Electrical Contractors' Association of Scotland: Prime cost of labour: The sum of £ 500.00.
 - Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 9. Prime cost of materials and goods: The sum of £ 500.00.
 - Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 10. Prime cost of plant: The sum of £ 200.00.
 - Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 11. RICS/ Building Engineering Services Association: Prime cost of labour: The sum of £ 500.00.
 - 11.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 12. Prime cost of materials and goods: The sum of £ 500.00.
 - 12.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 13. Prime cost of plant: The sum of £ 200.00.
 - 13.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 14. RICS/ National Association of Plumbing, Heating and Mechanical Services contractors: Prime cost of labour: The Sum of £ 500.00.

- 14.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 15. Prime cost of materials and goods: The Sum of £ 500.00.
 - 15.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.
- 16. Prime cost of plant: The Sum of £ 200.00.
 - 16.1. Percentage adjustment to cover incidental costs, overheads and profit: TO BE COMPLETED BY CONTRACTOR%.



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