## **Tender Document**

for



## **Stage Rigging Upgrade**

at

The Festival Hall Petersfield.

19th February 2024



Upgrade Stage Rigging: Festival Hall

Instructions to Tenderers

### **TENDER DOCUMENTS**

- for -

### UPGRADE OF STAGE RIGGING IN THE MAIN THEATRE HALL

- at -

### THE FESTIVAL HALL

<u>Employer</u> Petersfield Town Council

The Town Hall Heath Road Petersfield Hampshire GU31 4EA

Contact: Steve Field

Project and Office Manager Tel: +44 (0) 1730 264182

Architect Foster Wilson Size & Contract Administrator 3.4 Hoxton Works,

128 Hoxton Street London, N1 6SH

Contact: Jonathan Size

Partner Tel: +44 (0)20 3089 8963

<u>Principal Designer /</u> Shiels Safety Services

Lizzie Smith GradIOSH

Health and Safety Consultant Tel: +44 (0)7932 884 673

Quantity Surveyor Ainsley & Partners

12 Adeline Place London WC1B 3AJ

Contact: Will Swanson Tel: +44 (0)20 7637 7751

Theatre Consultant Theatreplan Limited

31 Colonnade

London WC1N 1JA

Contact : Dave Ludlam Tel :+44 (0)20 7841 0440

<u>Structural Engineer</u> Conisbee

35 Mayfly Way Colchester CO7 7WX

Contact : Gavin McLachlan Tel : +44 (0)1206 581 950

M. & E. Engineer None Appointed.

Approved Inspector /

Building Control TBC Tel:

Upgrade Stage Rigging: Festival Hall

Instructions to Tenderers

### INSTRUCTIONS TO TENDERERS

- 1. The tenderer shall examine the numbers on each page of the Tender Documents and if any page is missing or duplicated, or if any figures are indistinct, he shall immediately notify the Project Manager.
- 2. The tenderer shall not alter the text of the Tender Documents without the written authorisation of the Project Manager. Any unauthorised amendment shall be ignored and may lead to the disqualification of the tender.
- 3. A price or rate shall be entered against <u>each</u> item in the Contract Sum Analysis contained in Section No.3. Grouping of items should be avoided and un-grouping of costs may be requested post tender return; any item not priced will be deemed to have been allowed for in the other prices or rates.
- 4. All relevant preliminaries costs the Contractor requires to be paid in order to undertake the works shall be identified in Section 1 of the tender document. These shall be clearly identified as a fixed or time related charge.
- 5. The tender is a Traditional Tender and should be submitted as a bona fide fixed Price excluding Value Added Tax.
- 6. The Works comprise the upgrade of the stage rigging in the Main Theatre Hal, I of the Festival Hall. Works to include associated structural modifications and local services modifications to facilitate the works. The intent is to carry out the works in a single phase.
- 7. Tenderers are to complete Form of Tender Option A & Option B which is to be signed by the tenderer and submitted with the fully priced Tender.
- 8. The tenderers shall submit information listed in Section A30 of the Preliminaries which includes the following: -
  - (a) An outline Construction Programme showing the various activities for all sections of the works;
  - (b) Details of the terms of the insurance they currently hold or propose to effect to meet the requirements of the said Conditions of Contract;
  - Details of the proposed on site team and their relevant experience for this project. (c)
- 9. Tender Returns should be made in accordance with the Government bid process as set out in the Government web portal "Contract Finder" (https://www.gov.uk/contracts-finder). Tenders/bids shall be returned not later than the date stated in the "Contract Finder" portal.
- 10. Any obvious errors in pricing or significant errors in arithmetic discovered before acceptance of the tender shall be dealt with in accordance with Alternative 2 of the JCT Tendering Practice Note 2012.
- 11. If the Contractor cannot submit a Tender Return for any part of the work as defined in the Tender Documents he must inform the Quantity Surveyor as soon as possible, defining the relevant part and stating the reasons for his inability to submit a proposal.
- 12. Tenders will be judged on the basis of value for money and management capability of the proposed site team. The Employer is not bound to accept the lowest or any tender.
- 13. The proposed timetable for the project is as follows:

Issue Tenders 19th February 2024 No later than the date stated in the "Contract Finder" portal. Tender Return Date w/c 15th April 2024 Contractor Appointment

Lead and Technical Design of specialist equipment:

April - Sep 2024 Mobilisation by contractor 4 Weeks Start on Site 5<sup>th</sup> August 2024 2<sup>nd</sup> September 2024

Lighting Rigging Install Available "on site" duration 8 weeks Completion of Project by 30th September 2024 Upgrade Stage Rigging: Festival Hall Instructions to Tenderers

- 14. Tenderers should note that the Festival Hall is an occupied Building and is located within a busy local car park and both the Festival Hall and the car park will be open to the general public. Access to the site will be a shared by users of the Festival Hall, potentially by other contractors and suppliers working at the Hall and the general public. On-site parking will be limited and needs to be agreed with the Town Council. The site demise will be vacated for the duration of the works and will be denoted as the Contractor's site and access controlled by the contractor.
- 15. All necessary site facilities, the site office, welfare arrangements, toilets and storage required for carrying out of the contract need to be agreed with the Town Council. An area within the Festival Hall will be available for local site office and welfare and the contractor will be allocated use of toilets which they will be required to clean and maintain, during the works. All areas made available to the contractor are to be handed back in the same condition as at handover at the start of the project.

Where bulk storage of material and plant is required these must be contained in secure fencing/hoarding in an area to be agreed with the Town Council – contractor to confirm extent of area required in his tender return.

16. Site visits during the tender need to be arranged through the Employer

Petersfield Town Council The Town Hall Heath Road Petersfield Hampshire, GU31 4EA Contact: Steve Field

Project and Office Manager Tel: +44 (0) 1730 264182

e-mail <a href="mailto:projects@petersfield-tc.gov.uk">projects@petersfield-tc.gov.uk</a>

- 17. Following the receipt and review of tender returns, tenderers may be asked to attend a post tender interview. Date to be agreed but likely to be during week commencing 25<sup>th</sup> March 2024. The Estimator and proposed Site Manager should be available to attend.
- 18. The Employer offers no guarantee that the lowest or any tender/bid will be accepted, nor will they be responsible for any cost incurred in the preparation of any Contractor's Proposal and tender/bid submission.

Tenders/bids shall be returned no later than the date stated in the "Contract Finder" portal.

- 19. The Contractor is to identify a premium for providing a 10% on demand Performance Bond in the form included at Appendix C of these Tender Documents. The cost is to be identified at item 3.1 of the Contract Sum Analysis but not carried forward to the total cost.
- 20. The Contractor is to allow for procuring a collateral warranty from any sub-contractors with design responsibility and include the cost within their prelim costs. The specialist companies providing the upgrade to the lighting rig will have design responsibility for their sub-contract works and will be required to provide a collateral warranty.

Where there are any steel connections the sub-contractor will have design responsibility for the design of the connections and will be required to provide a collateral warranty.

21. Refer to Appendix E for suggested specialist contractors for the stage rigging upgrade.

Upgrade Stage Rigging: Festival Hall

Instructions to Tenderers

### **CONTENTS**

### FORM OF TENDER A AND B

SECTION 1 PRELIMINARIES/GENERAL CONDITIONS

SECTION 2 DRAWINGS AND SPECIFICATIONS

SPECIALIST CONSULTANT ("THEATRE PLAN") DRAWINGS AND SPECIFICATION,

& PROJECT INFORMATION.

ARCHITECTS DRAWINGS, SPECIFICATIONS & PROJECT INFORMATION.

STRUCTURAL ENGINEERS DRAWINGS, SPECIFICATIONS & PROJECT INFORMATION.

SECTION 3 CONTRACT SUM ANALYSIS

SECTION 4 PROVISIONAL SUMS

SECTION 5 DAYWORKS

SECTION 6 GENERAL SUMMARY

### **APPENDICES**

APPENDIX A ASBESTOS REGISTER

APPENDIX B PRE-CONSTRUCTION HEALTH & SAFETY PLAN

APPENDIX C PERFORMANCE BOND.

APPENDIX D SUB-CONTRACTOR COLLATERAL WARRANTY

APPENDIX E SUGGESTED SPECIALIST CONTRACTORS FOR THE STAGE RIGGING UPGRADE.

## FORM OF TENDER A

TENDER FO	DR:	Upgrade of the Existing Lighting Rigging and Structural Alteration at the Festival Hall Petersfield
FOR:		Petersfield Town Council
Dear Sirs		
drawings re whole of th	eferred ne Work	Conditions of Contract and Tender Documents delivered to us and having examined the to therein, we offer to design, execute and complete, in accordance with the Contract, the s described therein, in the prescribed period of <b>8 weeks</b> from the Date of Possession of the Date for Completion of 30 <sup>th</sup> September 2024, for the V.A.T. exclusive, firm price
		(£ )
Proposals s Alternative This tender	submitte 2 of th	ald obvious errors in pricing or errors in arithmetic be discovered in the priced Contractor's ed by us before acceptance of this offer, these errors will be corrected in accordance with e 'JCT Tendering Practice Note 2012'.  This open for consideration for $\underline{12}$ weeks from the date stated below.
Signature:		
Tenderer's Address:	name:	
Date:		
NOTES:	(i)	Petersfield Twon Council and their agents do not undertake to accept the lowest or any tender or to pay any expenses incurred by the Tenderer in the preparation of his Tender
	(ii)	Tenderers are to be returned in accordance with the Government bid process as set ou in the Government web portal "Contract Finder".
		Bids should be submitted no later than not later than the date stated in the "Contrac Finder" portal.
	(iii)	It is the Tenderers sole responsibility to ensure that his Tender is returned and is a compliant bid.

## FORM OF TENDER B

TENDER FO	OR:		le of the I Il Hall Pet		_ighting	Rigging	and Strud	ctural	Alterat	ion at	the		
FOR:		Petersf	ield Towr	n Council									
Dear Sirs													
Having readrawings read whole of the of	eferred ne Wor	l to there ks descri	ein, we of bed there 2024 (0	fer to des ein, in the Contracto	sign, exe e prescri r to adv	cute and bed peri ise prop	l complet od of osed sta	e, in a <b>w</b> e rt dat	accorda e <b>eks</b> fr e) and	ance wo	ith the	e Cont e of Po	ract, the ssession
									(£				_
We undert all of the c							execute	with y	ou a Fo	orm of	Contr	act em	nbodying
We agree t Proposals : Alternative	submit	ted by us	s before a	acceptano	ce of this	offer, t							
This tende	r rema	ins open	for consi	deration	for <u>12</u> w	eeks fro	m the da	ite sta	ited be	low.			
Signature:		_											_
Tenderer's	name	: _											_
Address:		_											_
Date:		<u>-</u>											_
NOTES:	(i)		ield Twor or to pay										
	(ii)		ers are to Governme					the Go	overnm	ent bi	d prod	cess as	s set out
			nould be a	submitte	d no late	er than	not later	than	the da	ite sta	ted in	the "	Contract
	(iii)		ne Tender ant bid.	rers sole	respons	sibility to	ensure	that	his Te	nder i	s retu	ırned a	and is a

Upgrade of Stage Rigging: Festival Hall Preliminaries

## **SECTION 1 PRELIMINARIES**

### A 10 PROJECT PARTICULARS

### A The Project

The project comprises the upgrade of the exiting lighting rigging in the Main Theatre at the Festival Hall and includes the associated structural alterations, local mechanical and electrical services adaptions, all associated builders work and making good of the building fabric.

### A11 TENDER AND CONTRACT DRAWINGS

### Tender Drawings

A The drawings included in Section 2 of these documents are the tender drawings.

### **Contract Drawings**

B The Contract Drawings will be the same as the tender drawings.

### A12 THE SITE / EXISTING BUILDINGS

- C A drawing indicating the site is listed in Section 2.
- D Arrangements to visit and inspect the site and buildings shall be made with Hannah Stadie at Foster Wilson Size (see Instruction to Tenderers for contact details).

The contractor is not allowed to visit the site unless they have prebooked their visit.

- E There may be other works taking place in the Festival Hall during the proposed contract period and the contractor is to give this due consideration and allow for managing their works to accommodate use of the building by other contractors. As noted in the instructions to tenderers the site, where the rigging upgrade works are proposed, will be demised to the contractor and access to the demised area will be under the control of the contractor.
- F Tenderers should note that the Festival Hall is an occupied Building and is located within a busy local car park and both the Festival Hall and the car park will be open to the general public. Access to the site will be a shared by users of the Festival Hall, by maintenance and other contractors and suppliers working at the Hall and the general public. On-site parking will be limited and needs to be agreed with the Town Council.
- G All necessary site facilities i.e., site office, welfare arrangements toilets and storage, required for carrying out of the contract need to be agreed with the Town Council. An area within the Festival Hall will be available for local site office and welfare and the contractor will be allocated use of toilets- which they will be required to clean and maintain, during the works. All areas made available to the contractor are to be handed back in the same condition as at handover at the start of the project.
- A Where bulk storage of material and plant is required these must be contained in secure fenced/hoarded area to be agreed with the

Town Council – contractor to confirm extent of area required in his tender return.

- B An Asbestos Register for the building Survey is included in the Appendices.
- C The Contractor will need to carry out a "Refurbishment and Demolition" Survey of the Main Theatre Hall, where structural alterations and opening up of the structure and fabric is required. This is a Statutory requirement under the Construction design and Management (CDM) regulations.

The contractor is to allow for the cost of the "Refurbishment and Demolition" Survey.

- D There is known to be mains electric, gas, water, drainage, telecoms and fibre optic cables in the vicinity of the site. The Contractor is to take all reasonable measures and precautions to locate and protect these existing services. Details of any diversionary works necessary in relation to these services, will form part of the main contract works. The Contractor is to refer to the design information included in Section 2.
- E There may be additional drainage, water, electric, gas and telecom cables running on or across the site other than those identified in the design information (included in Section 2) which are not known. The Contractor will be responsible for taking all measures and precautions necessary to establish the precise locations of all existing services and to protect them from damage prior to and during the carrying out of the works.
- F The tenderer should make due allowance here or in his tender prices for local conditions, the nature and accessibility of the site, the extent of the operations and restrictions of access, storage space for materials, including all additional handling and transporting, due to site conditions and the nature of the ground and the proximity of surrounding properties.
- G Security: Site security against theft, vandalism or trespasser injury is the responsibility of the Contractor.
- H The Contractor will be deemed to have undertaken whatever additional surveys, measurements or reports which he deems necessary to enable him to satisfactorily ascertain the physical conditions and other conditions of or affecting the Works which may influence or affect the execution and his price for so doing the Works as shown and described within the Tender Documents. The Contractor shall be deemed to have obtained all necessary information as to the risks, contingencies and circumstances affecting the Works, whether the same ought reasonably to have been discovered or foreseen or not.
- I At completion of the works the Contractor is to leave the site free from all debris and rubbish and to allow for a "sparkle" clean to allow the school to occupy the building immediately.

### Health and Safety File

J The Health & Safety File for the building may be seen by appointment during normal office hours at the Festival hall. Arrangements for inspection to be made direct, with the Festival Hall.

Fixed £

р

### Existing buildings on or adjacent to the site

A There are existing buildings and dwellings adjacent to the site, which will remain in use by the occupants during the duration of the works.

### Schedule of Existing Condition

B The Contractor is to produce and agree in conjunction with the Contract Administrator, a photographic Schedule of Condition of the general site area and adjacent areas of the building, designated welfare areas, designated office areas, toilets and all access routes to the site to be used by the contractor, including lifts. An electronic copy of the record photograph Schedule to be produced prior to commencement of any site works and a copy handed to the Contract Administrator and master copy to be retained by the Contractor for future reference in case of damage occurring during the course of the works.

### A13 DESCRIPTION OF THE WORK

### Description of the Works

- A Works include, but are not limited to the following elements:
  - Design of the stage rigging upgrade and associated equipment.
  - Temporary works.
  - Localised demolition and strip out of building fabric to enable structural alterations.
  - Procure and install new steelwork and adapt existing frame, prior to installing the upgraded lighting rig.
  - Modification of existing mechanical and electrical and public health installations to enable the install of the new lighting rigging and supporting frame.
  - Repair and make good fabric and structure disturbed by the installation of the new lighting rig.
  - Clear all temporary works and make good and clean the site.

### Items not included in this contract.

B The following items are not included in this contract:-

None specified.

**Note**; the work identified in section 2 of these documents is the full scope. All areas within the Hall not affected by the work and left insitu during the works need to be fully protected. Any items damaged will be replaced or repaired at the by the contractor, at his expense. If the Contractor is not able to effect the necessary repair or replace the damaged items the Employer will charge the contractor and reasonable costs will be omitted from the Contractor's Final Account. Relevant costs to be agreed by the Quantity Surveyor.

### **Construction Drawings**

C Contractor is to note that all "Construction Issue" Drawings will be issued in electronic format as either a .dwg or .pdf file. They will not be issued as paper copies.

### A20 THE CONTRACT / SUB-CONTRACT

### Form of Contract

- A The Form of Contract will be the Intermediate form of Building Contract, Without Quantities, 2016 contractors design portion issued by The Joint Contracts Tribunal Limited and as listed below.
- B The Contract will be executed as a Deed.

### **Articles of Agreement**

- C Recitals
- D Articles
- E Contract Particulars
- F Attestation

### **Conditions**

- G The clause headings of the Conditions of Contract are given hereinafter and the Contractor is to allow for complying with the various clauses, including all amendments and requirements as detailed:-
  - 1. Definitions and Interpretation
  - 2. Carrying out the Works
  - 3. Control of the Works
  - 4. Payment
  - 5. Variations
  - 6. Injury, Damage and Insurance
  - 7. Assignment, Performance Bond and Guarantees and Collateral Warranties
  - 8. Termination
  - 9. Settlement of Disputes

Schedule 1. Insurance Options

Schedule 2. Named Sub-Contractors

Schedule 3. Forms Of Bonds

Schedule 4. Fluctuations – Contribution, levy and tax

fluctuations.

Schedule 5. Supplemental Provisions

Schedule 6 Contractor's Design Submission Procedure

### **Contract Particulars**

#### Α The Contract Particulars will be completed as follows:-

### Clauses

Second Recital the Works include the design and

construction of

Upgraded Lighting Rigging, as the

Employer's Requirements in Section 2 of the Tender Documents.

Third Recital Drawings listed. as included in Section 2 of the **Tender Documents** 

the Employer has supplied to the Fourth Recital

Contractor:

The Specification

Fifth Recital The pricing option that

applies is

Pricing option A/ Pricing option B

The Priced Document is

(where Pricing Option A applies)

the Specification / the Work Schedules

(where Pricing Option B applies)

the Contract Sum Analysis the Schedule of rates

Sixth Recital in response to the Employer's

Requirements the Contractor has

supplied to the Employer;

documents showing and describing the Contractor's proposals for the design and construction of the Contractor's

**Designed Portion** 

('the Contractor's Proposals'); and TBC

an analysis of the portion of the Contract Sum relating to the Contractor's Designed Portion

('the CDP Analysis');

**TBC** 

Seventh Recital the contractor has examined the

Employer's Requirements and is satisfied that the Contractor's Proposals are based on the same and

are in conformity therewith.

The Contractor shall ensure that The Employer's Requirements are met

by the Contractor's Proposals.

Eight Recital and clause 4.7 Construction Industry

Scheme (CIS)

Employer at the Base Date

is not a 'Contractor'

for the

purposes of the CIS'

Ninth Recital	the Employer has provided the Contractor with a schedule ('the Information Release Schedule') Which states the information the Architect/Contract Administrator will release and the time of that release				
	release	Recital to be deleted			
Tenth Recital	CDM Regulations	the project *is/ <del>is not</del> notifiable			
Eleventh Recital	Works into Sections	Not Applicable			
Twelfth Recital	Framework Agreement (if applicable)	Not applicable.			
Thirteenth Recita	al Supplemental Provisions				
Collaborati	ve working	Supplemental Provision 1 * applies <del>/does not apply</del>			
Health and	l safety	Supplemental Provision 2 *applies/does not apply			
Cost savin	gs and value improvements	Supplemental Provision 3 *applies/ <del>does not apply</del>			
Sustainabl considerat	e development and environmental ions	Supplemental Provision 4 *applies/does not apply			
Performan	ce Indicators and monitoring	Supplemental Provision 5 *applies/does not apply			
Notification	n and negotiation of disputes	Supplemental Provision 6 *applies/ <del>does not apply</del>			
	agraph 6 applies, the respective of the Parties are	Employer's nominee: TBC			
		Contractor's nominee: TBC			
notify to		or such replacement as each Party may			
		the other from time to time			
Article 8	Arbitration	Article 8 and clauses 9.3 to 9.8 <del>apply /</del> do not apply			
<u>Clauses</u>					
1.1	Base Date	5 days prior to the Date of Return of Tenders			
1.1	Bim Protocol	Does Not apply.			
1.1	Date for Completion of the Works				

	Sections	30 <sup>th</sup> September 2024
1.7	Addresses for service of notices by the Parties (If none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the Commencement of the Agreement)	Employer TBC  Contractor TBC
2.4	Date of Possession of the site (where possession by Sections does not apply)	5 <sup>th</sup> August 2024
	Sections: Dates of Possession of Sections	Section 1: Not Applicable Section 2:
2.5	Deferment of possession of the site (where possession by Sections does not apply)	Clause 2.5 applies/does not apply Maximum period of deferment (if less than 6 weeks) is
	Sections: deferment of possession of Sections	Clause 2.5 applies/does not apply Maximum period of deferment (if less than 6 weeks) is Section 1: Section 2:
2.23.2	Liquidated damages (where completion by Sections does not apply)	£1,500 per week or part thereof
	Sections: rate of liquidated damages for each Section	Section 1:
		Section 2:
2.29	Sections: Section Sums	Section 1: Not applicable Section 2:
2.30	Rectification Period	Shall be twelve (12) months from the date of practical completion of the Works
2.34.3	Contractor's Designated Portion: limit of Contractor's liability for loss of use etc (if any)	£ Not Applicable

4.3 and 4.9	Fluctuations Provisions (Unless another provision or entry is selected, Schedule 4 applies.)	*Schedule 4 (Contribution, levy and tax fluctuations) applies/ * no Fluctuations Provision applies * the following Fluctuations Provision Applies
	Percentage addition for Schedule 4 (paragraph 12) (if applicable)	per cent
4.7	Advance payment (Not applicable where the Employer is a Local Authority)	Clause 4.7 <del>applies</del> /does not apply
	If applicable:	the advance payment will be
		£/
		per cent of the Contract Sum
		and will be paid to the Contractor on
		;
		it will be reimbursed to the Employer in the following amount(s)and at the following time(s)
4.7	Advance Payment Bond	An advance payment bond is/is not-required
4.8.1	Interim payments – due dates (If no date is stated, the first due date is one month after the Date of Possession)	The first due date is: not sooner than one-month after the date of Possession and thereafter every four weeks to coincide with progress meetings

4.9.1	Interim payments percentages of value. Where the Works, or those works in a Section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is (The percentage is 95 percent unless a different Rate is stated.)	per cent
	Where the Works, or those works in a Section, have achieved practical completion, the percentage in respect of the completed work is (The percentage is 97½ unless a different Rate is stated.)	per cent
4.10.4	Listed Items- uniquely identified	Deleted
4.10.5	Listed Items- not uniquely identified	Deleted
6.4.1	Contractor's Public Liability insurance: injury to persons or property - insurance cover (for any one occurrence or series of occurrences arising out of one event)	£10 million
6.5.1 Insurance	- liability of Employer (Not required unless it is stated that it may be required and the minimum amount of indemnity is stated)	Insurance may be required/is not required  [Minimum amount of indemnity for any one occurrence or series of occurrences arising out one event £
6.7 and Schedule 1	Insurance of the Works - Insurance Options	Schedule 1:  Insurance Option A applies/ Insurance Option B applies/ Insurance Option C applies
6.7 and Schedule 1 Insurance Option A, B or C	Percentage to cover professional fees	15 per cent
6.7 and Schedule 1	Annual renewal date of insurance (as supplied by the Contractor)	Not applicable

Insurance Option A

6.15 Joint Fire Code The Joint Fire Code applies/does not apply

> If the Joint Fire Code applies, state whether the insurer under Schedule 3, Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project'

Yes/No

6.18 Joint Fire Code- amendments/

revisions

(The cost shall be borne by the Contractor unless otherwise

Stated)

The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be

borne by

the Employer/the Contractor

6.19 Contractor's Designed Portion (CDP) Professional Indemnity Insurance

Level of cover

the annual level of professional indemnity insurance shall be five million pounds

(£5,000,000) to be held on an each and every claim

basis

Cover for pollution and contamination claims (If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount)

is required, with a sub-limit

is not required

Expiry of the required period of Professional Indemnity insurance shall be 12 years from the date of Practical Completion of the whole of

the Works.

7.2.2 Guarantee from the Contractor's parent company

\*is required/is not required

Collateral Warranties - details of 7.3 the requirements for the grant by the Contractor and

sub-contractors of P&T Rights,

Funder Rights and/or

(in the case of sub-contractors) Employer Rights in respect of the works by collateral warranties ('Rights Particulars') are set out in

the following documents.

Appendix D of the Tender Documents.

8.9.2	Period of suspension	2 months
8.11.1.1 to 8.11.1.5	Period of suspension	2 months
9.2.1	Adjudication Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) (Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication).	
9.4.1	Arbitration	The Royal Institute of Chartered Surveyors

### **Warranties**

- A The Contractor shall when requested by the Employer, execute deeds of warranty in favour of any purchaser of the completed Works or any part thereof and/or any tenant of the completed Works or any part thereof and/or any mortgagee of the completed Works or any part thereof.
- B A person selected by the Contractor as a sub-contractor will, unless the Contract Administrator directs otherwise be required to execute a deed of warranty in favour of the Employer or any purchaser or tenant of the completed works or any part thereof and will include:
  - Structural steelwork connections.
  - Stage Rigging Upgrade.

### A30 TENDERING / SUB-LETTING / SUPPLY

### Tender requirements - Programmes, Reports, Schedules, etc

- A The Tenderer shall submit the following information with his tender:-
  - (a) A detailed Method Statement describing the techniques, equipment, plant, access and protection the Contractor intends to use during the Contract
  - (b) A Programme, based on the stated dates for possession and completion, which is sufficiently detailed to show the Contractor's sequence of working compatible with the Method Statement in (a) above. This Programme shall include all major construction activities, the work of any Sub-Contractors and work resulting from the expenditure of Provisional Sums for defined work. Appropriate allowance shall be made for adverse weather conditions, holidays, etc.

Note: When programming - tenderers should note that working on Saturday afternoons or Sundays is not allowed without the written permission of the Contract Administrator.

- (c) An Information Required Schedule (to be subsequently agreed with the Contract Administrator prior to acceptance of this tender) setting out the contractor's total itemised information requirements to complete the project and the date by which he requires each item. Such Schedule is to include the dates by which orders are to be placed with Sub-Contractors and Suppliers and is to allow for the progressive release of information related to the construction sequence.
- (d) Details of the proposed on site team including a CV for the proposed site manager identifying suitable relevant experience.
- (e) Confirmation of insurances held and called for in Section A20 of this document.

### Tendering procedure

- C Tendering procedure will be in accordance with the principles of Alternative 2 of the JCT Tendering Practice Note 2012.
- D No unauthorised alteration, addition or note entered in these Tender Documents shall modify the printed text.
- E Costs relating to items which are not priced will be deemed to have been included elsewhere in these Tender Documents.
- F The Contractor shall be responsible for the supervision, coordination and proper execution and completion of the work and the protection of the site.

A The Contractor shall be responsible for obtaining all statutory approvals prior to commencement of construction and ensuring that the Works fully comply with all relevant standards, approvals and consents.

### **Building Control and other approvals**

- B The Contractor shall fully comply with all building regulations and relevant British Standard Codes of Practice, and he will be responsible for issuing all relevant notices required thereunder and for providing all necessary facilities for inspection and testing by the Approved Building Inspector. No claim in respect of additional monies and delays will be considered in respect of the opening up and reinstating of works that require the approval of the Approved Inspector.
- C The Contractor is responsible for gaining all necessary approvals etc to obtain prior to Practical Completion all Fire and Environmental Health Certificates for the building as necessary for use and occupation.
- D The Contractor shall on completion, confirm in writing to the Employer that the Works fully comply with the requirements of the authorities and building regulations and supply copies of all certificates, as necessary.

### Mains Services

E The Contractor is to allow for all mains services alterations and allow for and include in his pricing for all necessary trenches, ducts and builder's work in relation to the installation of mains services connections with the minimum of disruption to the adjacent buildings.

### Provisional and Prime Cost Sums

F Any provisional sums and prime cost sums shall be omitted in full at the commencement of the contract and the work or monies in respect thereof shall only be expended on the specific written instructions of the Contract Administrator.

### Omission of Works

G The Employer reserves the right to issue an instruction omitting any part of the overall scope of the works from the Contract at any time. No such change order shall vitiate the Contract. The Contractor will not be entitled to any loss of profit arising as a result of such a change order and is to allow here for any costs in connection with such a change order.

### <u>Labour</u>

- H The Contractor will be deemed to have allowed in his prices for the following items:
  - a) Importation of labour including higher rates of wages, transport, travelling time, fares, subsistence and lodging allowances,
  - b) Operation of incentive schemes and costs of overtime working.
  - c) Guaranteed time,
  - d) National insurances and pensions,
  - e) Annual and Public Holidays,
  - f) Sick pay, and
  - g) Any other disbursements arising from employment of labour.

### Sub-letting and Domestic Sub-Contractors

- A The Contractor shall not, without the written consent of the Contract Administrator, sub-let any portion of the Works.
- B The Main Contractor shall co-ordinate all sub-contractors to ensure the timely exchange of information necessary to expedite the work to completion

### Suppliers

- C Where a choice of manufacturer/supplier is allowed for any particular commodity, the Contractor shall obtain the whole quantity required to complete the work from one manufacturer/supplier or obtain the approval of the Contract Administrator to any change in source of supply. Written evidence of sources of supply must be produced upon request.
- D Articles delivered to the site are to be received into the charge of the Contractor, who must satisfy himself that they are sound, correct and in good order and he will be required to replace, at his own cost, all articles lost or found to be damaged upon completion.
- E The prices for fixing only (or placing in position or handing to Sub-Contractors) articles supplied by Nominated or Domestic Suppliers, or otherwise supplied to the Contractor, are to include for receiving the articles into charge all as previously described, unloading, getting in, storing, hoisting, distributing, assembling and fixing only, etc., as described in the particular item and for casing up and protecting as required.

### Provisional Sums for work by Domestic Sub-Contractors

- F Where Provisional Sums have been included in these Tender Documents for work to be carried out by Domestic Sub-Contractors these will be adjusted against the accepted tender.
- G Provision is made after each Provisional Sum for tenderers to price for profit and general and special attendance, which shall be adjusted as a percentage of the provisional sum.

A If the Contractor is to tender (and his tender is accepted) for any work, materials or goods for which Provisional Sums for works by Domestic Sub-Contractors has been included in these Tender

Documents, such Provisional Sums together with any profit/attendance which has been added by the Contractor will be omitted. Any profit/attendance required by the Contractor shall be included in his tender for work covered by such Provisional Sum.

### Provisional Sums for materials to be supplied by Domestic Suppliers

- B Where Provisional Sums have been included in these Tender Documents for materials and goods to be supplied by a Nominated or Domestic Supplier these will be adjusted against the accepted quotations.
- C Provision is made after the Provisional Sums for tenderers to price for overheads and profit.

## A31 EMPLOYER'S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS

### **Tender Documents**

- A These Tender Documents comprise Sections 1 to 6 inclusive, Appendices A to D and Forms of Tender A & B. If any page is missing or duplicated or if any words or figures are indistinct or ambiguous, the Tenderer is requested to notify Ainsley & Partners immediately.
- B The contract sum analysis included in Section Nr. 3 is included to assist Ainsley & Partners in the review and comparison of returned tenders. The descriptions included are not intended to be conclusive as to the extent of the works and the Contractor is to refer to the specification and drawings for a full description of the works to be carried out. The successful Contractor is to provide a detailed priced schedule of works for the purpose of valuations, variations and omissions.
- C The descriptions of materials goods and workmanship are given in these Tender Documents for the sole purpose of pricing the Works in accordance with the Conditions of Contract and should under no circumstances be used for the purpose of ordering goods and materials or in constructing the Works.

### **Definitions**

- D The letters "BS" shall mean the British Standard Specification current at the Base Date.
- E The letters "CP" shall mean the British Standard Code of Practice current at the Base Date.

### Discrepancies

F Any discrepancy in or divergence between figured or calculated dimensions and scaled dimensions on any drawing issued to or prepared by the Architect or Structural Engineer shall be reported immediately by the Contractor to the Contract Administrator.

### Contractor's Drawings

- G Drawings shall be submitted to the Contract Administrator prior to the manufacture or execution of the work covered by these drawings. Such submission shall not restrict the responsibility of the Contractor under this Contract.
- H Copies of drawings required for the execution of the Works shall be supplied by the Contractor at his own cost.

### Sub-Contractors and Suppliers drawings

I The Contractor shall obtain, check and note any discrepancies or divergences and submit to the Contract Administrator all Sub-Contractors Suppliers, local authorities and statutory undertakers drawings and other information as may be required.

- A Contractor shall ensure that any necessary amendments are made in accordance with the comments of the Contract Administrator and that the drawings are re-submitted unless otherwise advised.
- B Builder's work requirements shall be fully detailed with regard to the size, location and numbers of holes, chases, recesses, bases etc.
- C For the avoidance of doubt, provision of the foregoing information is to be made in such a manner as to allow sufficient time for the Contract Administrator to check and if necessary amend the design without delaying the progress of the Works.

24

## A32 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE WORKS

### Site Administration

A The Contractor shall not change the person-incharge without first obtaining the consent of the Contract Administrator

### Supervision

- The Contractor shall constantly keep upon the В Works a suitably skilled, qualified and experienced person-in-charge and foremen, all as shall have been previously approved by the Contract Administrator, who shall efficiently supervise the execution of the Works. Any instruction given to the supervisor by the Contract Administrator shall be deemed to have been issued to the Contractor. The supervisor shall not be changed without the written approval of the Contract Administrator (such approval not to unreasonably withheld) and if such approval is given, the Contractor shall be responsible for providing a replacement forthwith with equivalent skills, qualifications and experience, and who shall have been previously approved in writing by the Contract Administrator. A full curriculum vitae of all Contractor's personnel involved with the supervision of this project will be required.
- C The Contractor will be responsible for all the supervision and administration of all Sub-Contractors including any Directly Employed Contractors and include for the progressing of any information or design work that may be necessary to enable them to comply with the master programme.
- D The Contractor shall be required to make regular visits to the works of all his Sub-Contractors to inspect the quality of the work and to check on progress and delivery in relation to the programme and he shall allow for all costs in connection therewith.
- E The Contractor is to provide Sub-Contractors with all necessary dimensions and other information to enable their work to be correctly executed and subsequent alterations obviated.

### Coordination

A The Contractor shall be responsible for effecting the coordination of all trades and professions, including that of Sub-Contractors, Suppliers and Statutory Undertakers / Public Utility Companies. Coordination shall include where applicable for providing all necessary information in respect of working drawings, builders work, building in and the like.

## Work to be executed by Statutory Undertakers / Public Utility Companies

B The Contractor will be held responsible for notifying and co-ordinating all local authorities and statutory undertakers/public utility companies as and when he requires their services on the site. The co-ordination shall be deemed to include for providing the undertakers with sufficient information regarding line, level, etc., to enable them to provide and lay mains, cables, etc., to suit the progress of the Works, irrespective of whether any payments are make direct to the authorities or undertakers by the Employer.

### Access to the works by others

C The Contract Administrator and all the Client's representatives, and all persons duly authorised by them, shall at all reasonable times have access to the Works and to workshops and other places of business of the Contractor and his subcontractors and suppliers where any work is being prepared or stored for the project.

### Site progress meetings

D Site progress meetings will be held on site when required by the Contract Administrator/Project Manager. These are envisaged to take place at monthly intervals. They shall be attended by representatives of the Contractor and the Consultants. Facilities such as a room, meeting table and chairs to accomodate 10 people should be provided by the contractor

### Insurances generally

E The Contractor is to provide documentary evidence of all required insurance polices and premium receipts for inspection by the Employer and his agents at short notice after the contract is placed and before work starts on site.

### Programme

- A The Contractor shall within two weeks of appointment provide a master programme in detail to the Contract Administrator's satisfaction and provide copies of any supporting network analysis that he may produce.
- B The master programme shall be based on, but considerably amplify, the information contained in the Tender Programme and Tender Information Requirement Schedule. Such master programme shall establish the sequence of all activities of the construction of the Works incorporating the requirements of all Sub-Contractors, Statutory Undertakers/Public Utility Companies and others

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engaged direct by the Employer whose work is dependent upon or has a bearing upon the progress of the Works including durations for ordering and delivery of major construction materials and durations for drawing preparation, manufacture and delivery of materials relating to Sub-Contractors, Local Authorities and Statutory Undertakers/Public Utility Companies.

- C The Contractor shall include sufficient time within the master programme for Sub-Contractors, Specialist Sub Contractors, Employer and contracts such as Furniture Suppliers etc and (if applicable) Statutory Undertakers/Public Utility Companies to test and commission their works in the manner agreed.
- D The Contractor must also indicate, in consultation with the Contract Administrator, on his master programme the latest dates by which he requires final information on the various parts of the building and by which he requires the Contract Administrator's approval to samples and mockups in connection with both the general work and the work to be executed by Sub-Contractors and the materials to be supplied by Suppliers. However, provision of this date will not relieve the Contractor of his obligations to give such written notice as from time to time may be necessary under Clauses 4 and 5 of the Contract.
- E The master programme is to be submitted to the Contract Administrator for his comments and after these have been agreed and incorporated one copy of the final agreed programme is to be kept on site and all the necessary copies supplied for the use of the Contract Administrator and other Consultants.
- A The Contractor is to monitor the progress of the Works by "Marking-up", at intervals of not less than one week, and additionally as reasonably required by the Contract Administrator, a copy of the final agreed master programme to indicate the actual progress of all activities shown thereon. The "Marked-up" programme is to be kept on site.

### Reports, Schedules, etc.

- B The Contractor shall prepare and submit the following information during the Contract:
  - a) Progress Reports to be prepared at monthly intervals and which shall include a record showing the number and description of tradesmen, labourers and supervisors, including those employed by any subcontractors, and the number, type and capacity of all plant, excluding hand tools, employed on the Works,

- b) Updated construction programmes, for comparison with the master programme, where the Contractor elects to vary the sequence of Works on site, and
- c) Information Release Schedules for comparison with the Information Required Schedule, to be updated monthly.
- C One copy of each Report and Schedule prepared by the Contractor shall be kept on site and all the necessary copies for the use of the Contract Administrator and other Consultants supplied to the Contract Administrator.
- D Reports and Schedules shall be prepared, monitored and maintained by a suitably qualified person who is to retain close contact with the site until contract completion.
- E Submission of Progress Reports and Schedules will not relieve the Contractor of his obligations under the Contract, will not constitute the agreement of any delays etc., shown thereon, will not affect the Contract Completion Date and will not relieve the Contractor of his responsibility to complete the Works by the due date.

### **Practical Completion**

A The Contractor shall give to the Contract Administrator and Project Manager at reasonable times prior to the completion of the works, notice that the Works will be practically complete and available for inspection and snagging.

### Cash flow forecast

B As soon as possible and before commencement on site, the Contractor shall prepare and provide to the Quantity Surveyor a cumulative monthly cash flow forecast for the duration of the Contract.

### V.A.T.

C Clause 4.5 applies.

### Signing of the Contract Documents

- A The Employer requires the Contract Documents to be signed quickly and without delay once they have been prepared. This must not be allowed to drag on throughout the duration of the contract. The Employer will adopt the following procedures in order to ensure these documents are signed and executed expeditiously:
  - (i) Within 4 weeks from the date of the issue of the Letter of Intent, the Contract Documents will be drawn up by the Quantity Surveyor and issued to the Main Contractor for review and comment.
  - (ii) The Documents are to be signed by the Contractor within 2 week of receipt and returned to the QS.
  - (iii) The Employer will sign within 2 week of receipt of the signed documents checked and forwarded by the QS.
  - (iv) After final checking, one copy each will be issued to each party by the QS.
- B If the role in the above procedure is NOT followed by the Contractor and no mitigating circumstances are proven, then it is hereby agreed, Interim Payment of Valuation No. 1 will be withheld until such progress on his part is made.

### Certificates and Payments

- C To assist in the preparations of interim valuations, the Contractor shall allow for sending to the Quantity Surveyor a detailed statement of the approximate value of the work executed and of unfixed materials at least 2 days prior to the valuation date.
- D At such time the Contractor shall disclose whether any materials or goods are subject to any reservation of title inconsistent with the unconditional passing of property to the Contractor upon payment by the Contractor to the Sub-Contractor or Supplier.
- E The Contractor must provide evidence that he holds a 'Sub-Contractors Tax Certificate'. Failure to provide such documentation will result in the appropriate deduction, from the site labour element, of any payments due as an advanced payment of income tax, and paid on behalf of the Contractor to the Inland Revenue.

### Materials and goods unfixed or off-site

A It shall be a condition of the inclusion in any Interim Certificate of the value of any materials or goods that, forthwith upon payment of such Certificate, such materials or goods shall become the property of the Employer.

### **Measurement**

B The Contractor shall give reasonable notice to the Contract Administrator before covering up work which the Quantity Surveyor or Building Control may require to inspect.

### **Variations**

C The Contractor shall give to the Contract Administrator, within 14 days of the issue of any instruction, a written notice specifying all items which, in the opinion of the Contractor, constitute a variation otherwise than pursuant to an instruction by the Contract Administrator and indicating the likely cost and programme implication of such instruction.

### Daywork vouchers

- D The Contractor shall inform the Contract Administrator prior to the commencement of any works for which he intends to submit daywork vouchers.
- E Before daywork vouchers are delivered to the Contract Administrator for verification, each voucher must be referenced to the instruction under which the work is authorised.

### Workpeople confined to site

- F The Contractor is to confine all workpeople (including all sub-contractors' and statutory undertakers'/public utility companies' workpeople etc ) to the site of the Works.
- G If the execution of the Works requires that workpeople must work from beyond the confines of the site, (ie. the roof, carpark or adjacent parts of the Hall) the necessary permission must first be obtained by the Contractor from the Contract Administrator.

### **Climate Conditions**

- H Keep an accurate record of:
  - daily maximum and minimum air temperature (including overnight)
  - delays due to adverse weather, including description of the weather, type(s) of work affected and number of hours lost

# A33 EMPLOYER'S REQUIREMENT : QUALITY STANDARDS / CONTROL

### Standards of materials and work

- A The descriptions of materials, goods and workmanship are given in these Tender Documents for the sole purpose of pricing the Works in accordance with the Conditions of Contract and should under no circumstances be used for the purpose of ordering goods or materials or in constructing the Works.
- B Where approval of products or materials is specified to be required, the Contractor shall submit samples or other evidence of suitability and should not confirm orders or use materials until approval has been obtained. Approved samples shall be retained on site as directed by the Contract Administrator for comparison with products and materials used in the works and the Contractor shall remove them when no longer required by the Contract Administrator.
- C Materials where described to be obtained from a particular manufacturer, shall be used or fixed strictly in accordance with that manufacturer's printed instructions.
- D The Contractor shall supply written evidence of sources of supply of any materials to be used in the Works when requested by the Contract Administrator.
- E The Contractor warrants to the Employer that none of the following materials will be used by the Contractor or his Sub-Contractor in the construction of the Works:-
  - · high alumina cement in structural elements;
  - wood wool slabs in permanent formwork to concrete or in structural elements;
  - calcium chloride in admixtures for use in reinforced concrete;
  - asbestos products
  - aggregates for use in concrete and reinforced concrete which do not comply with the latest British Standard Specifications;
  - lead based paints or any products containing lead used internally.
  - urea formaldehyde;
  - polytetraflourethylene (known as PTFE) except when used as non-stick sealing within valves or as an isolating tape;
  - calcium silicate bricks;
  - concrete with aggregate containing silica;
  - materials containing free fibres less than 3 microns diameter, or less than 200 microns in length;
  - materials which emit radon gas;

- any product or method of application which uses or releases CFC's during its manufacture or application.
- halon in fixed fire control systems (if a suitable alternative is available)
- isocyanates
- timber which is not obtained from a managed and regulated sustainable source
- any other materials or items which are known to affect people or environment in a harmful way or those not listed above but controlled by HSE booklet EF40/91 Occupational Exposure Limits 1991.
- other substances generally know to be deleterious at the time of use

### **Alternative Materials**

- A If, after using his utmost endeavours, the Contractor is unable to obtain materials as specified, permission must be obtained in writing from the Contract Administrator before substituting alternative materials.
- B Where materials or articles are named as being obtained from a particular manufacturer, the Contractor shall obtain the approval of the Contract Administrator before using an alternative. All proprietary materials or articles shall be stored, used and fixed strictly in accordance with the manufacturer's recommendations.

### **Quality Control**

C The Contractor is to provide a copy of his Quality Control Documentation prior to commencement of work on site for inspection by the Contract Administrator and Employer.

### Setting out

D The Contractor will be responsible for ensuring the correct setting out of the works and for checking the accuracy of any information provided by the Employer or his agents, or of any sub-contractors.

### Supervision and Inspection

E Inspection or any other action by the Contract Administrator must not be taken as approval of samples, materials, products or work unless the Contract Administrator so confirms in writing.

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### Completion - Cleaning the Works

- A Employ a specialist cleaning company to thoroughly clean the entire works both internally and externally including all window panes/ glass inside and out and hand over the whole of the Works in a spotlessly clean condition to the approval of the Contract Administrator. The tenderer should note that a simple "builder's clean" is not acceptable in these circumstances. The project must be handed over in a useable pristine condition.
- B Test and flush all drainage to the toilet areas used by the contractor and demonstrate to the Contract Administrator that the system is in full working order.

### A34 EMPLOYER'S REQUIREMENTS: SECURITY/SAFETY/PROTECTION

### Prevention of nuisance

- A The Contractor shall take all proper measures to the satisfaction of the Contract Administrator to minimise the spread of dust, noise, pollution, etc., and to prevent any nuisance arising from the carrying out of the Works.
- B The Contractor is to allow in his prices for complying with requirements of the Local Authorities with regard to control of noise, pollution and all other statutory obligations.
- C The Contractor's particular attention is drawn to the rights of restrictive action which exist by virtue of Sections 60, 61 and 68 of the Control of Pollution Act 1974 and any later revisions thereto and shall comply with any notices, conditions or limitations that may be imposed on him or on the Employer by any Local Authority under the said Act.
- D The Contractor shall make all applications and obtain all such consents as are required under the said Act.
- E Without prejudice to his duty to comply with the Control of Pollution Act 1974, the Contractor shall allow for complying with BS 5228 "Code of Practice for Noise Control on Construction and Demolition Sites" and any later revisions thereto including the recommendations on community relations, planning and supervision.

### Prevention of nuisance

- F The Contractor shall inform the Contract Administrator in writing of any contravention of the said Act or British Standards within three days of such. The Contract Administrator shall have power thereupon or upon the said contravention coming to his notice to issue such instruction as he may think fit to abate, avoid or halt any further contravention and the Contractor shall comply with such instructions at his own cost.
- G If the Contractor shall be guilty of any offence under the said Act or British Standard, he shall himself pay all fines imposed by the court by which he has been convicted and shall not be entitled to be indemnified by the Employer in respect of any such fines.
- A The Contractor shall not be entitled to reimbursement by the Employer of any costs,

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damages, loss or expense to which the Contractor has been or may be put, which have been occasioned or caused by compliance with any such notice, consent, limit, condition or instruction as aforementioned. The Contractor shall not be entitled to any extension of time for delays caused by such compliance.

- B All plant, tools and vehicles shall be fitted with effective silencers of a type recommended by the manufacturers of the plant, tools and vehicles.
- C Do not use or permit employees to use radios or other audio equipment during working hours, or at any other times without permission.
- D Contractors must ensure that all operatives wear full dress at all times, do not strip to the waist, or wear shorts, and that no foul language shall be permitted whilst on the site, or within the premises.

#### Adjoining and adjacent property

- E The Contractor's attention is drawn to the fact that existing buildings on the site and adjacent buildings are in constant use by adjoining owners and occupiers during the working week, evenings and weekends.
- F The Contractor is to arrange and carry out the Works and take adequate precautions so as to cause no interference or interruption to the use of the existing buildings on the site and adjacent properties including roads, footpaths and other access thereto by the Employer, adjoining and adjacent owners and occupiers and the public and he shall conform to all instructions or directions given by the Contract Administrator in these matters.
- G Should any works be required on or from any adjacent property the necessary permission from the Contract Administrator must first be obtained by the Contractor.

A Should it be necessary for any plant, machinery or equipment to project or operate over adjoining or adjacent property or rights-of-way the

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Contractor shall obtain the permission of the Contract Administrator and obtain any legal licence as necessary. The Contractor shall indemnify the Employer against any claim or action for damages arising from the use of any plant, machinery or equipment. The Contractor shall ensure that the security for the adjoining or adjacent properties shall not in any way be impaired due to any building operation executed under the contract works.

B Should the Contractor fail to prevent interference with the use of the existing buildings on the site and adjoining properties and roads, he shall comply with all reasonable instructions of the Contract Administrator in the immediate cessation of such activities and in the revision of his methods of working.

#### Permitted loading on the existing structure

C The Contractor shall be responsible for ascertaining the maximum permissible live load on the existing structure and for ensuring that at no time during the course of this Contract shall the Contractor allow the superimposed load of any materials, rubbish, debris, etc., on floor or roof slabs to exceed such loading.

#### Asbestos based materials

- D If during the course of the Contract, the Contractor uncovers additional asbestos based materials, he shall on no account allow his staff or workmen to disturb or remove such material but shall immediately give notice to the proper authorities as required by law. A firm specialising and experienced in such work to remove the asbestos from the site and dispose of it will be employed direct by the Employer.
- E The Contractor is to provide such attendance and facilities and take such precautions as are required by the specialist firm and by statute.
- F The cost of complying with this clause will be reimbursed to the Contractor as an extra payment under the Contract.

Maintenance of existing buildings, etc.

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- A Protect and uphold the existing buildings on the site and the adjoining and/or adjacent buildings to the site during the period of this Contract.
- B The Contractor shall make good at his own expense any damage to the existing buildings on the site and the adjoining or adjacent buildings to the site caused by the carrying out of the Works.

#### **Hoardings**

C The boundary lines of the site and allocated space for the Contractors compound need to be agreed with the Employer. The contractor is to allow for erecting all hoardings, dust proof screens, herras fencing and protection tunnels over the entrances to the Main Theatre Hall etc. to delineate and protect the areas forming part of the site including the car park, pedestrian routeways, level crossing gates and traffic barriers, groundsmen's vehicles / machinery and other access routes across the site. All screens and hoardings must be maintained, suitably signed to warn people of site works behind and fully cleared away with any damage being made good at the completion of the works. The contractor must confine all his activities including car parking and material storage and welfare facilities behind and within these hoardings and compound areas.

#### Maintenance of the soft landscaping, etc.

D The Contractor shall make good at his own expense and to the satisfaction of the Contract Administrator any damage to existing trees, shrubs or lawns etc on the site and/or adjacent to the site caused by the carrying out of the Works.

#### <u>Maintenance of roads, car parks, entrance gates,</u> <u>hard landscaping and footpaths, etc.</u>

- E Uphold and maintain public and private roads, car park areas, footpaths, rights-of-way etc., and keep the approaches to the site and the roads adjoining the site clear of mud and other debris.
- F The Contractor shall make good at his own expense and to the satisfaction of the Contract Administrator any damage to roads, car park areas, footpaths, rights-or-way, etc., (including services, drains and sewers) caused by the carrying out of the Works.)
- A All existing hard and soft surfaces are to be reinstated upon completion of the works.

#### Maintenance of services

- B Protect, uphold and maintain water, gas and other mains or power services, drains and sewers and give all necessary notices to the Local Authorities or Statutory Undertakers/Public Utility Companies.
- C The contractor should be aware that if any drains are to be altered and adapted that these may also serve neighbouring buildings. Any Drainage works therefore need to be planned to ensure that services are maintained or temporarily diverted to allow continued use/occupation of the neighbouring spaces.
- D The Contractor shall make good at his own expense and to the satisfaction of the Contract Administrator any damage to public and private water, gas and other mains or power services, drains and sewers caused by the carrying out of the Works, provided such damage is due to any negligence, omission or default of the Contractor (or his Sub-Contractors)

#### Fire Precautions

- E The Contractor must take all necessary precautions to avoid the outbreak of fire.
- F The Contractor shall allow for providing all necessary temporary fire fighting equipment for the duration of the Works.
- G All flammable supplies and paints are to be stored in fire resistant containers.
- H No smoking on site will be allowed. The Contractor must provide, clean and maintain a discreet smoking area within his compound area, if he feels this is necessary for the control of this No Smoking rule.

#### Security, etc

I Safeguard the Works, materials and plant against damage and theft, including all necessary watching and lighting for the security of the Works and the protection of the public and the Employer.

## Rubbish disposal

- J The Contractor is to remove all rubbish and debris and keep the Works clean and tidy throughout the Contract period.
- A The Contractor is to fully comply, and demonstrate to the Contract Administrator his compliance, with the Site Waste Management Plan Regulations.

#### <u>Construction (Design and Management)</u> <u>Regulations 2015</u>

- B The Contractor is to comply with and provide evidence of his compliance with the requirements of the Construction (Design and Management) Regulations 2015
- C Generally the Contractor is to note that he will be the Principal Contractor as defined in the Construction (Design and Management) Regulations 2015 and he is to allow for all costs in connection therewith. He is to comply with all obligations of the Principal Contractor including the following:
  - ensuring that all sub-contractors and contractors employed direct) comply with their obligations on health and safety matters.
  - ensuring that all sub-contractors receive copies of the health and safety plan with their invitations to tender
  - co-ordinating co-operation between subcontractors in relation to health and safety matters
  - ensuring the compliance of the health and safety plan throughout the Works to the latest revisions of the Regulations
  - updating the health and safety plan where necessary
  - ensuring that all relevant persons and visitors to the site comply with the health and safety plan
  - ensuring that only authorised persons are allowed onto the site
  - displaying a copy of the Form F10 notice as submitted to the HSE stating the names of the relevant parties
  - providing the Principal Designer with all the information that he requires in order to compile, amend or add to the health and safety file
  - instructing all other contractors or compliance with the regulations
- D Develop the health and safety plan for the construction phase to include the following:
  - arrangements for ensuring the health and safety of all who may be affected by the construction work
  - arrangements for the management of health and safety of construction work and monitoring of compliance with health and safety law
  - information about welfare arrangements
     Construction (Design and Management)
     Regulations 2015
  - method statements and risk assessments
  - procedures for implementing and monitoring health & safety and for ensuring

that all employees and operatives are aware of the contents of the Health & Safety Plan

Adopting a Site Waste Management Plan

#### Protection of work in all sections

- A Allow for protecting the work in all sections.
- B Everything which is liable to damage shall be properly protected and cased up as necessary. Accept responsibility for any damage to the Works including the work of any Sub-Contractor or Statutory Authority/Public Utility Companies and to the works of others directly engaged by the Employer by whomsoever caused and pay all costs and expenses in taking down and reexecuting or otherwise making good or replacing to the satisfaction of the Contract Administrator.
- C Anticipate the arrival of and protect all work from damage by inclement weather. Accept responsibility for all work damaged or soiled by weather including the work of any Sub-Contractor and the work of others directly engaged by the Employer and pay all costs and expenses in taking down and re-executing or otherwise making good or replacing to the satisfaction of the Contract Administrator.
- D The Contractor shall maintain, whenever practicable, continuity of working and productivity during inclement weather.

# A35 EMPLOYERS REQUIREMENTS: SPECIFIC LIMITATIONS ON METHOD / SEQUENCE / TIMING

#### Restrictions on Access and Working on Saturdays

- A No construction works are to take place beyond 13:00 on Saturdays without the prior written permission of the Contract Administrator. The tenderer must therefore programme his works accordingly
- C The Contractor is to allow for any additional costs in connection thereto. The Contractor is to allow for complying with any instructions in regard to the shared access to the site.
- D The Contractor is to manage traffic delivering to the site including on access route on local main road infrastructure and on local route(s) to the Hall through the car park, when deliveries are made to the site.
- E The contractor should allow in his pricing here to form all temporary access gate, re-arrange hoarding lines and/or a banksman/gateman to view, manage, direct traffic and generally coordinate access for deliveries.

#### Restrictions on use of the site

- F The Contractor is to confine his operations to the area of the site and compound, or such other areas as the Contract Administrator may specifically direct.
- G The proposed siting of all spoil heaps etc., on the site shall be to the approval of the Contract Administrator.
- H The Contractor shall not use the site for any purpose other than that of carrying out the Works.
- I The Contractor should make due allowance here or in his prices for local conditions, the nature and accessibility of the site, the nature and extent of the operations and storage space for materials, including all additional handling and transporting, due to site conditions and the nature of the ground

# Limitations of working hours

- No working hours on Sunday or Bank holidays
- b) No working before 08:00 hours on Monday to Friday (inclusive).
- No working after 18:00 hours on Monday to Friday (inclusive).
- d) Saturdays working hours to be 08:00 13:00.

Time Related £ p

Fixed £

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A Whenever it is proposed to work overtime in addition to normal working hours in the building trade, the Contractor must give the Contract Administrator one week's notice, specifying times and types and locations of work to be undertaken. Any concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.

#### Restricted deliveries

B Provide for complying with any restrictions imposed by the Police with regard to plant deliveries or removals or material deliveries outside the working hours listed above; including provision for any consequential extra costs, and obtaining the necessary permissions from the Local Authority and the Contract Administrator.

#### **Publicity**

C No information concerning this Contract may be released by the Contractor to anyone else, except to such persons and to such extent as may be necessary for the performance of the Contract, without the prior consent and approval of the Employer.

#### A36 EMPLOYER'S REQUIREMENTS: FACILITIES / TEMPORARY WORKS / SERVICES

#### Temporary buildings

- A The Employer will provide temporary accommodation for the duration of the Works on site including:-
  - (a) Site Office
  - (b) Welfare facilities
  - (c) Toilet accommodation
- B The Contractor is to allow for the cost of all rates and fees payable in connection with any additional temporary facilities, they deem necessary, including those erected for or by Sub-Contractors.
- C The contractor is to allow for maintaining and cleaning all accommodation provided by the Employer and handing the areas back, at the end of the project, in the same condition as when the areas where made available to the contractor.

#### Temporary screens

C The Contractor shall allow for providing all necessary temporary dust proof screens, etc., for the proper execution of the Works as indicated on the Drawings

#### Temporary roofs

D The Contractor shall allow for providing all necessary temporary roofs as required, etc., for the proper execution of the Works.

Note – it is the Contractor's responsibility to design the protection of the roof to prevent water ingress and damage to the existing building and its structure. Any damage caused due to inadaquacy of temporary protection will be reinstated at the Contractors expense.

#### **Samples**

E None specified, provisonal sum included in Section Nr 4 of these tender documents.

## Scaffolding

F The Contractor is to allow for all scaffolding and temporary works, spreader plates, protection, temporary plant tracks and access roads for craneage and other plant required for the execution of the works.

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- A If the Contractor strikes scaffolding before ascertaining whether it is required by any Sub-Contractor, local authority, statutory undertaker or firm employed direct, he will be responsible for re-erecting the scaffolding if so required at his own expense.
- B Allow for obtaining all permissions and licences, and for all necessary lighting, hoardings, and security measures in relation to scaffolding including security alarms as necessary for the security of the building.

#### <u>Hardstanding</u>

C The Contractor is to allow for providing and taking up on completion all temporary mats over and/or around the works as may be required/ stipulated in the Specification Notes on the drawings

#### Name board

D No nameboard or other advertisements or trade signs will be permitted on the site.

#### Safety, health and welfare

- E The Contractor is to provide protective clothing including safety helmets to BS 5240, steel toecapped footwear, eye protectors and gloves for use by the Employer and his agents and their representatives whilst on site.
- F The Contractor shall provide suitable safety, health and welfare measures and amenities to comply with the current Statutory Regulations and the Code of Welfare Conditions of the National Joint Council for the Building Industry.
- G Before commencement on site, the Contractor will provide a copy of his Company Health and Safety policy and the name of his site safety officer.
- H During all works, the wearing of PPE including a safety helmet will be required. It is the Contractor's responsibility to ensure that all operatives are issued with and wear appropriate PPE during these times. Those operatives not wearing a safety helmet will be required to leave the site.
- I The Contractor is to provide all necessary safety helmets, scaffolding and other safety and access equipment to protect his own and other personnel including the representatives of the Employer, whilst on the site.

#### Temperature and humidity in existing building

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- A The Contractor is to maintain an even temperature and humidity in the existing building and is to submit his scheme for so doing for the approval of the Contract Administrator. All drying, shrinkage, warping, splitting etc., shall be prevented by such a scheme and the Contractor will be responsible for making good any damage by his failing to comply with this requirement.
- B Maintain suitable conditions for the storage of materials in order to prevent excessive shrinkage of materials on installation within their final locations.
- C Provide all temporary screening to openings, etc., required for drying and controlling the humidity of the Works in an efficient manner.
- D Dry out the Works, maintain an adequate temperature and control the humidity levels in all parts of the Works as necessary to facilitate the progress and satisfactory completion of the Works including that of Sub-Contractors and other directly engaged by the Employer.
- E The drying out and humidity of the Works and the application of heat shall be so controlled as to prevent any excessive movement, blistering or failure of adhesion and to prevent any damage due to trapped moisture or other causes. Provide a control system for whatever method of drying is adopted to limit the temperature and humidity range and provide all necessary monitoring equipment.

<u>Temperature and humidity in existing building – Cont'd.</u>

F The Contractor shall allow for all costs in connection with drying and controlling the humidity of the Works

#### Lighting and power for the works

- G Provide pedestrian lighting activated on movement detectors to all hoardings, access footpaths etc to ensure the safety of THE General Public and staff.
- H Electric power will be supplied free of cost to the Contractor.

Water for the works

- A Water will be supplied free of cost to the Contractor.
- B The Contractor will be permitted to use the permanent water supply for his own use including testing and commissioning of services installations.

#### Temporary works

- C The Contractor shall allow for all necessary temporary works, maintaining, adapting, clearing away and making good.
- D Calculations and details in connection with temporary works shall be submitted to the Contract Administrator for comment and the Contractor shall allow reasonable time from the date of receipt by the Contract Administrator of such details for this.

#### Spare parts

E At least 2 weeks before Practical Completion submit to the Contract Administrator a schedule of spare parts that the Contractor recommends should be obtained and kept in stock by the Employer for maintenance of the services installations. State against each item the manufacturer's current price, including packaging and delivery to site.

A37 EMPLOYERS REQUIREMENTS :
OPERATIONS / MAINTENANCE OF THE FINISHED
BUILDING

#### **Tools**

A At Practical Completion provide two compete sets of any tools and equipment for the operation and maintenance of all services plant and equipment together with suitable means of identifying, storing and securing same.

#### Operating and Maintenance Manuals

- B Prepare manuals and hand over to the Contract Administrator not less than 2 weeks before Practical Completion of the Works.
- C Operating and Maintenance Manuals must include:
  - A full technical description of each of the systems installed, written to ensure that the Employer's staff fully understand the scope and facilities provided.
  - A technical description of the mode of operation of all systems
  - Diagrammatic drawings of each system indicating principal items of plant, equipment, valves etc.
  - A photo-reduction of all record drawings to A4 size together with an index.
  - · Legend for all colour-coded services.
  - Schedules (system by system) of plant, equipment, valves, etc., stating their locations, duties and performance figures. Each item of plant, equipment, valves etc., installed shall have a unique code number cross-referenced to the record and diagrammatic drawings and schedules.
  - The name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
  - Manufacturers' technical literature for all items of plant and equipment, assembled specifically for the project, excluding irrelevant matter and including detailed drawings, electrical circuit details and operating and maintenance instructions.
  - A copy of all Test Certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests) for the installations and plant, equipment, valves, etc., used in the installations.
  - A copy of all manufacturers' guarantees or warranties.

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A37 EMPLOYERS REQUIREMENTS:
OPERATIONS / MAINTENANCE OF THE
FINISHED BUILDING (CONT'D)

#### Operating and Maintenance Manuals (Cont'd)

- Starting up, operating and shutting down instructions for all equipment and systems installed.
- · Control sequences for all systems installed.
- Schedules of all fixed and variable equipment settings established during commissioning.
- · Procedures for seasonal changeovers.
- Detailed recommendations as to the preventative maintenance frequency and procedures which should be adopted by the Employer to ensure the most efficient operation of the systems.
- Lubrication schedules for all lubricated items of plant and equipment.
- · A list of normal consumable items.
- A list of recommended spares to be kept in stock by the Employer, being those items subject to wear or deterioration and which may involve the Employer in extended deliveries when replacements are required at some future date.
- Procedures for fault finding.
- Emergency procedures, including telephone numbers for emergency services.

#### **Presentation of Manuals**

- A The Manuals to be in both Digital format and A4 size paper copies, in plastic covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled. Drawings larger than A4 to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
- B Provide the Contract Administrator with 2 copies of the final Manual not more than 2 weeks before Practical Completion.
- C The Contractor is to note that a sum of money will be held against this item as valued by the Quantity Surveyor should the required manuals not be available at the time of Practical Completion

#### Training of Employer's staff

D Before Practical Completion explain and demonstrate to the Employer's maintenance staff the purpose, function and operation of the installations including all items and procedures listed in the Operation and maintenance Manual. Include for not less than one full operating day for this purpose.

Time Related £ p

Fixed £

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A40 CONTRACTORS GENERAL COST ITEMS - MANAGEMENT AND STAFF

A Management & Staff generally

Time Related £ p

Fixed

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# $\frac{\text{A41 CONTRACTORS GENERAL COST ITEMS} - \text{SITE}}{\text{ACCOMODATION}}$

- A Site accomodation included offices, cabins, stores, compounds, canteens, drying rooms, sanitary facilities and the like
- B Rates, fees and charges of a temporary nature

Time Related £ p

Fixed

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# A42 CONTRACTOR'S GENERAL COST ITEMS - SERVICES & FACILITIES

- A Power & lighting
- B Water
- C Telephone & administration
- D Safety, Health & Welfare
- E Storage of materials
- F Rubbish disposal
- G Cleaning
- H Drying out
- I Protection of work in all sections
- J Security
- K Maintain Public & Private Roads
- L Small plant & tools
- M Other
- N Additional Services & facilities items

Contractor to insert below any further cost items as may be required, with fixed charges and time related charges as appropriate:

# A43 CONTRACTOR GENERAL COST ITEMS - MECHANICAL PLANT

- A Cranes
- B Hoists
- C Personnel Transport
- D Transport
- E Earthmoving plant
- F Concrete Plant
- G Piling plant
- H Paving and surfacing plant
- I Additional Mechanical Plant items Insert below further cost items:

Time Related £ p Fixed

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# <u>A44 CONTRACTORS GENERAL COST ITEMS – TEMPORARY WORKS</u>

- A Rates fees and charges
- B Temporary roads
- C Access scaffolding
- D Support scaffolding & propping
- E Hoardings, fencing etc
- F Hard standing
- G Traffic regulations
- H Additional temporary works items Insert below further cost items

# SECTION NR. 1

## A PRELIMINARIES / GENERAL CONDITIONS

8	
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Time Related £ p

Fixed £

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# COLLECTION (CONT'D)

## <u>PAGE</u>

# Brought Forward

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Carried Forward

£

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Upgrade of Stage Rigging: Festival Hall Preliminaries		Time R £	elated p	Fixed £	p
COLLECTION (CONT'D) PA	AGE				
Brought Forw	vard				
Any other Preliminaries Items to be added by Tende	erer:				

#### **SECTION 2 - DRAWINGS AND SPECIFICATIONS**

The Drawings and Specifications for the works as Section 2 these Tender Document:

- Theatre Consultant/ Specialist Consultant ("Theatre Plan"), Drawings and Specifications separate electronic issue / folder within tender portal.
- Architects Drawings and Specifications separate electronic issue / folder within tender portal.
- Structural Engineers Drawings and Specification **separate electronic issue / folder within tender portal.**

## **SECTION 3 CONTRACT SUM ANALYSIS**

# THE FESTIVAL HALL, PETERSFIELD

# Upgrade of Stage Rigging

# Contract Sum Analysis

January 2024

Item	Description	Quantity	Rate	Total
1.0	<u>Lighting Rig Upgrade - Specialist Contractor</u>			
1.1	Upgrade Rigging - price Theatreplan Tender Pack - as Section Nr 2 -and transpose cost here.	1 item		-
1.2	Specialist Consultant Design Fee.	1 item		-
1.3	Main Contractor attendance and management of specialist contractor.	1 item		-
2.0	Builders work & Frame			
	Padstones			
2.1	PS2 450 x 150 x 150	4 Nr		-
2.2	Allow for locally removing brickwork/fabric to structure, for fixing SB10 PFC's, and drilling for Bolts, for steel connections. 4 Bolts in each location and fitting / recessing of columns into brick piers.	1 item		-
2.3	Allow for contractor intrusive investigations prior to opening up for connections.	1 item		-
2.4	Allow for making good after steel connections	1 item		-
2.5	<u>Lighting Rig Hanging framework</u>			
2.5.		1 item		-
2.5. 2.5.		1 item 1 item		-
	New columns fixed to existing.	1 110111		
2.6	SC1 - " nr new 100x100x10 SHS Columns fixed to existing	2 Nr		-
	Steelwork Fire protection and connections			
2.7	Allowance for fire protection	1 item		-
2.8	Steelwork connections.	1 item		-
	Allow for extending the existing foundations by 400mm. 400 x 1000 x 4000 mm concrete extension to the foundation, fixed with 4 nr dowels into the existing foundation.			
2.9	Break out floor and excavate for foundation extensions.	2 Nr		-
2.10	Extend foundation - 400x100 x400 including 4 nr dowels- chemically fixed.	2 Nr		-
2.11	Make good floor disturbed, patch in new flooring and and make good and plaster and decorate locally after padtones/structure and columns fitted.	1 item		-
2.12	Contractor to advise PC sum for potential fire compartmentalisation/ sealing holes (in wall etc.) as per Foster Wilson Size scope of works.	1 item		-
3.0	Performance Bond			
3.1	Contractor to identify cost of a 10% on demand Performance Bond in the form as included at Appendix C of these tender documents.	£		
	Total Cost (Excluding VAT)	carried to Main	Summary £	-

## **SECTION 4 PROVISIONAL SUMS**

Upgrade of Stage Rigging: Festival Hall Section 4 Provisional Sums

Note: Space is provided after each item for the Contractor to indicate the amount of overheads and profit and, where applicable, the general attendance, he will require against each Provisional Sum.

<u>Items of expenditure set against provisional sums will be nett of any discount. The Contractor should therefore state the total amount he requires for overheads & profit.</u>

#### Where applicable attendance is to include the following:

- A competent foreman to supervise the sub contract works
- Health and Safety controls
- Share of welfare facilities
- Unload, stack, store and distribute materials to workfaces
- Space for storage of materials
- Scaffolding / towers
- Temporary lighting for the works
- Skips and removal from site
- Protection of incorporated work/ materials
- Cleaning installed works prior to PC
- General site security
- Hoisting, lifting materials

#### **Undefined Provisional Sums**

General Contingency

Α

	Add	for overheads & profit		%
	<u>Defined</u>	l Provisional Sums		
В		on of services not indicated der Drawings		1,000.00
	Add	for overheads & profit		%
D	Allowar	nce for Samples		1,000.00
	Add	for overheads & profit		%
SEC <sup>-</sup>	ΓΙΟΝ NR	. 4 - PROVISIONAL SUMS	To General Summary	£

20,000.00

Upgrade of Stage Rigging: Festival Hall Section 5 Dayworks

# **SECTION 5 DAYWORKS**

#### **DAYWORKS**

Any work, where it is the Contractor's intention to charge on Α a Daywork Rate basis, MUST be agreed with Contract Administrator in advance of those works being undertaken.

Vouchers specifying the net hours daily spent upon the work (with the names of the workmen), the materials used and the plant employed in Dayworks shall be delivered to the Contract Administrator not later than the end of the week following that in which the work was carried out.

#### **LABOUR**

i.e.

- В The Contractors labour rates shall include for the amount of wages to be paid to the work people inclusive of all overheads and profits and such extra payments of differentials as are paid in respect of staff responsibility, discomfort, inconvenience and risk in accordance with the rules and awards of the recognised wage fixing bodies of the trades concerned.
- C The Contractor must insert below, various categories of craftsmen, labourers, apprentices etc, he proposes to use and the hourly rates that would be required.

#### Normal Working Hours

Monday - Friday 8.00 am to 18.00 pm Saturday 8.00 am to 13.00 pm **Building Trades** Rate per Hour <u>Craftsman</u> £\_\_\_\_\_ <u>Labourer</u> Others - please specify £\_\_\_\_\_ £\_\_\_\_\_ Mechanical & Electrical Engineers Skilled \_\_\_\_\_ Semi-skilled \_\_\_\_\_ Others - please specify

Carried Forward £

£

Time Re	lated	Fixed	
£	р	£	р

Nil

£

Nil

	Brought Forward £		£
Non-productive or Overtime working			
Building Trades	<u>R</u> a	ate per Hour	
<u>Craftsman</u>	;	<u> </u>	
<u>Labourer</u>	;	£	
Others - please specify			
9		<u> </u>	
		<u> </u>	
Mechanical & Electrical Engineers			
<u>Skilled</u>	;	<u> </u>	
<u>Semi-skilled</u>	;	<u> </u>	
Others - please specify			
		<u> </u>	
		<u> </u>	
MATERIAL C AND COORS			
MATERIALS AND GOODS  Where materials supplied by the Contractor shall be reicost of the material, plus the stated cover the Contractors overheads and to the site. All trade and cash discouthe Client.	mbursed the actual net percentage addition to profit including delivery		
Add / Deduct		%	
PLANT			
Where plant supplied by the Contract the Contractor shall be reimbursed the cost of the plant, plus the stated percetthe Contractor's overheads and prostanding and breakdown time and all and returning from site inclusive of fuel and spares. The Contractor Attendant labour on mechanical plant and dismantling other plant will be page	e actual net hourly/daily entage addition to cover fit including servicing, charges in bringing to loading and unloading should note that the nt and labour erecting		
Add / Deduct		%	

DAYWORKS TOTAL TO GENERAL SUMMARY

Α

В

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Upgrade of Stage Rigging: Festival Hall General Summary

# **SECTION 6 GENERAL SUMMARY**

Upgrade of Stage Rigging: Festival Hall General Summary

# SECTION 6 GENERAL SUMMARY

Section N	<u>o.</u>	
1.	PRELIMINARIES / GENERAL CONDITIONS	
2.	SPECIFICATION	
3.	CONTRACT SUM ANALYSIS	
4.	PROVISIONAL SUMS	
5.	DAYWORKS	
	CARRIED TO FORM OF TENDER	£
	e tenderer is requested to state here the level of overheads & pro uire on future variations based on fair and reasonable rates	
Sig	nature :	
Сог	ntractor's Name :	
Ado	dress:	

Date : \_\_\_\_\_

Upgrade of Stage Rigging: Festival Hall Appendix A

## APPENDIX A ASBESTOS REGISTER



# **AMIANTE STR LTD**

# ASBESTOS MANAGEMENT SURVEY REPORT

Report Number: H5812

On behalf of Petersfield Town Council

The Town Hall, Heath Road, Petersfield, Hampshire GU31 4EA



The Town & Festival Hall
Heath Road
Petersfield
Hampshire
GU31 4EA

Report Compiled By:

Signature:

**Lyndon Hare** 

20<sup>th</sup> April 2020

/ Signatu

Signature:

Reviewed By

**Ralph Alvino** 

20<sup>th</sup> April 2020

#### **CONTENTS**

DISCLAIMER	3
1. EXECUTIVE SUMMARY	4
1.1. Scope	4
1.2. Type of Survey	4
1.3. Locations with identified (or presumed) ACMs	4
1.4. ACMs with high material assessment scores	4
1.5. Areas not accessed	4
INTRODUCTION	5
1.6. Building Description	5
GENERAL SITE INFORMATION	5
RESTRICTIONS AND LIMITATIONS	6
SURVEY RESULTS	7
1.7. Appendix A: Material Assessments	7
1.7.1. Materials Analysed – Containing Asbestos	8
1.7.2. Materials Analysed – No Asbestos Detected	8
1.7.3. All Other Rooms and Materials Surveyed	9
1.8. Appendix B Photo Plates	13
1.9. Appendix C Bulk Certificates	33
1.10. Appendix D Marked CAD Plans	38

Amiante STR Ltd
Unit 5 Falcon Court
Parklands Business Park
Forest Road
Denmead
Hampshire
PO7 6BZ

Tel: 023 9223 0700 Fax: 020 9223 0800 Amiante STR Ltd DISCLAIMER

#### **DISCLAIMER**

Every effort has been made to identify all asbestos materials so far as was reasonably practical to do so within the scope of the survey and the attached report. Methods used to carry out the survey were agreed with the client prior to any works being commenced.

All surveys are carried out by trained and experienced surveyors using the combined approach with regard to visual examination and necessary bulk sampling. It is always possible after a survey that asbestos based materials of one sort or another may remain in the property or area covered by that survey, this could be due to various reasons:

- Asbestos materials existing within areas not specifically covered by this report are therefore outside the scope of the survey.
- Materials may be hidden or obscured by other items or cover finishes i.e. paint, over boarding, disguising etc.
   Where this is the case then its detection will be impaired.
- Asbestos may well be hidden as part of the structure to a building and not visible until the structure is dismantled at a later date.
- Debris from previous asbestos removal projects may well be present in some areas; general asbestos debris does not form part of this survey however all good intentions are made for its discovery.
- Where an area has been previously stripped of asbestos i.e. plant rooms, ducts etc. and new coverings added, it must be pointed out that asbestos removal techniques have improved steadily over the years since its introduction. Most notably would be the Control of Asbestos Regulations (2012) laying down certain enforceable guidelines. Asbestos removal prior to this regulation would not be of today's standard and therefore debris may be present below new coverings.
- This survey will detail all areas accessed and all samples taken, where an area is not covered by this survey it will be due to No Access for one reason or other i.e. working operatives, sensitive location or just simply no access. It may have been necessary for the limits of the surveyor's authority to be confirmed prior to the survey.
- Access for the survey may be restricted for many reasons beyond our control such as height, inconvenience to others, immovable obstacles or confined space. Where electrical equipment is present and presumed in the way of the survey no access will be attempted until proof of its safe state is given. Our operatives have a duty of care under the Health and Safety at Work act (1974) for both themselves and others.
- In the building where asbestos has been located and it is clear that not all areas have been investigated, any material that is found to be suspicious and not detailed as part of the survey should be treated with caution and sampled accordingly.
- Certain materials contain asbestos to varying degrees and some may be less densely contaminated at certain locations (Textured coatings for example). Where this is the case the sample taken may not be representative of the whole product throughout.
- Where a survey is carried out under the guidance of the owner of the property or his representative, then the survey will be as per his instructions and guidance at that time.
- Amiante STR Ltd cannot be held responsible for any damage caused as part of this survey carried out on your behalf. Due to the nature and necessity of sampling for asbestos some damage is unavoidable.
- Amiante STR Ltd have made the assumption that the land upon which this building stands is not contaminated in any form and will not be held responsible for any subsequent investigation and its findings, or cost implications thereof.

Amiante STR Ltd EXECUTIVE SUMMARY

#### 1. EXECUTIVE SUMMARY

#### 1.1. Scope

The survey was conducted to establish the presence of asbestos containing materials within the client specified areas of the property.

For asbestos management surveys (as defined in HSG 264 Asbestos: The Survey Guide) the survey will be non-intrusive.

Excluded from the scope of this type of survey are areas that require specialist access equipment or where access may cause damage to décor. Areas that may pose undue risk to surveyors will not be accessed. These areas will be identified in the report.

The opening of electrical equipment (e.g. switch boxes), plant (e.g. boilers, heaters, air handling units and ducted systems) and hazardous installations (e.g. chemical containers) was specifically excluded.

Areas where the following hazards were present will be excluded from the survey; electrical, chemical, biological, noise, and falls.

The survey will proceed in a systematic manner working from a logical starting point and inspecting every element of every accessible functional space.

Any suspected 'Asbestos Containing Materials' (ACMs) will be sampled according to the procedure documented below and analysed using polarised light microscopy.

Ceiling voids were not surveyed and must be presumed to contain asbestos. Further investigation will be necessary if disturbance is likely.

#### 1.2. Type of Survey

### **Management Survey**

#### 1.3. Locations with identified (or presumed) ACMs

Building: Main					
Location	Item	Photo Nº	Product Details	Finding	Recommended/ Action
B.01 – Boiler Room	VIS ID	36	Gaskets to pipe work	Is presumed to contain Crocidolite (Blue Asbestos)	Mark and manage

# 1.4. ACMs with high material assessment scores

Building: Main			
Location	Item	Product Details	Finding
		None seen	

#### 1.5. Areas not accessed

Building: Main							
Location	Comments						
G.28 – Store	No access above ceiling tiles						
G.36 – Lobby	No access to high level ceiling						
G.45 – Store	no access to water tanks due to height restrictions						
L.02 – Loft 2	No access due to being located directly over the stairwell						
L.04 – Loft 4	No access due to stored items below access hatch						

Amiante STR Ltd INTRODUCTION

#### INTRODUCTION

The objective of the survey was to determine as far as reasonably practicable the presence and extent of any suspect Asbestos Containing Materials (ACMs) within the site and to assess their condition; to determine the asbestos type, either by bulk analysis or a presumption based on the surveyor's experience; and to establish the products' likelihood to release airborne asbestos fibres by carrying out a materials assessment.

The survey report details all areas that were accessed and any elements noted within, as well as all areas which were unable to be accessed during the survey. Any area not detailed in this report should be considered as not accessed and presumed to contain asbestos until further inspection proves otherwise.

#### 1.6. Building Description

The property is a 2 storey town & Festival Hall of brick and concrete construction built approximately early 1900's.

# **GENERAL SITE INFORMATION**

Survey **Lyndon Hare** Senior Surveyor

conducted by

of Amiante STR Ltd

Unit 5 Falcon Court
Parklands Business Park

Forest Road Denmead Hampshire PO7 6BZ

on behalf of Petersfield Town Council acting for Jonathan Tucker

The Town Hall Heath Road Petersfield Hampshire GU31 4EA

Survey carried The Town & Festival Hall

out at Heath Road

Petersfield Hampshire GU31 4EA

Date of Survey 25<sup>th</sup> March 2020

Date of Report 20<sup>th</sup> April 2020

Survey method HSG264 Asbestos: The Survey Guide (2012)

Survey Type Management Survey

Amiante STR Ltd RESTRICTIONS AND LIMITATIONS

#### RESTRICTIONS AND LIMITATIONS

All reasonable attempts were made to access all areas covered for a Management Asbestos Survey. However, the following restrictions and limitations applied during the project.

A Management Asbestos survey is a non-intrusive survey, and as such only the surface of the building was inspected. Inaccessible floor and ceiling voids (e.g. under fitted carpets/floor coverings or above fixed ceiling tiles) were not penetrated or accessed nor was heavy furniture moved.

The opening of electrical equipment (e.g. switch boxes), plant (e.g. boilers, heaters, air handling units and ducted systems) and hazardous installations (e.g. chemical containers) was specifically excluded.

Areas where the following hazards were present were excluded from the survey; electrical, chemical, biological, noise, and falls.

During the survey only standard hand tools were used to gain access through access points. Wall cavities, service risers, ducts and other voids may be blocked or bricked in and these may only be detected where shown on the drawings provided and may not be accessible unless there is a hatch or other opening present. MMMF insulation was not checked beneath.

Where ACMs were present, the investigations were halted, no access was gained above or behind the element i.e. above a textured coating ceiling and as such any area should be considered to contain asbestos until further inspection proves otherwise.

This report indicates specific inaccessible areas and elements found during the survey. HSG264 Asbestos: The Survey Guide states that where access cannot be gained to an area it must be presumed that it contains asbestos. Further destructive surveying should therefore be undertaken should planned works be likely to affect these areas.

It should be noted that even when no asbestos is located in an area, this is not a guarantee that this location does not have asbestos present. Due caution must always be taken when dealing with building materials, and any suspect materials must be investigated prior to any works proceeding.

The findings and opinions expressed within this report are relevant to the date of the site visit and should not be relied upon to represent conditions at a later date. If any additional information becomes available which may affect our comments, conclusions or recommendations Amiante STR Ltd reserve the right to review the information, reassess any new, potential concerns and modify our opinions accordingly.

Our liability for failure to detect all ACM's within the property (which give rise to legal time / cost extension) be limited to ten times the survey contract value.

Opinions included within the report are based on information gathered during the site visit and from our experience. All measurements are based on pacing out the area(s) and are used for the purpose of surveying. Therefore, the sizes stated are approximate. The findings are purely the assessment of the Surveyor, with where possible information supplied by the client or their representative on site.

ACM's in areas not specifically covered in this report are outside the scope of the survey.

#### **SURVEY RESULTS**

#### 1.7. Appendix A: Material Assessments

All samples, positive references, and visually identified products are listed here, with information relating to product type, condition, surface treatment, quantity, and recommendations.

Appendix A is provided in three parts:

- List of Materials Analysed Containing Asbestos.
- List of Materials Analysed No Asbestos Present.
- List of all other Rooms and Materials Surveyed.

HSG264 Asbestos: The Survey Guide prescribes the formula by which the risk of each ACM is determined. A risk score of between 0 and 12 is calculated by the surveyor against given values. The criteria for these values are as follows:

	1 (Low)	Composite materials (plastics, resins, mastics, roofing felts, vinyl floor tiles, semi-rigid paints or decorative finishes, cement etc.)
Product Type	2 (Medium)	AIB, millboards, other low-density insulation boards, textiles, gaskets, ropes and woven textiles, paper and felt
	3 (High)	Thermal insulation (e.g. pipe and boiler lagging), sprayed asbestos, loose asbestos, asbestos mattresses and packing
	0 (None)	Composite materials containing asbestos: reinforced plastics, resins, vinyl tiles
C. f T	1 (Low)	Enclosed sprays and lagging, AIB (with exposed face painted or encapsulated) cement sheets etc.
Surface Treatment	2 (Medium)	Unsealed AIB, or encapsulated spray coating and lagging
	3 (High)	Unsealed spray coating and lagging
	0 (None)	Good condition: no visible damage
Condition – Extent of	1 (Low)	Low damage: a few scratches or surface marks
Damage/Deterioration	2 (Medium)	Medium damage: Significant breakage of materials or several small areas where material has been damaged revealing loose fibres
	3 (High)	High damage or delamination of materials, sprays and thermal insulation. Visible debris
	0/NAD	No asbestos detected
Ashastas Tura	1	Chrysotile
Asbestos Type	2	Amphibole asbestos excluding Crocidolite
	3	Crocidolite
	0	External materials (soffits, undercloaking, DPC )
19 although of Blade decree	1	Low disturbance (ceilings, high level panels, floor tiles below carpet)
Likelihood of Disturbance	2	Easily disturbed (boxed riser, wall panels etc.)
	3	Routinely disturbed (floor tiles, panel to door etc.)
	SP	Strongly Presumed
ID	Р	Presumed
	А	Analysed
	мм	Mark & Manage
	E	Encapsulate
Recommendation	R	Remove
	Other	Other recommendation to be specified

The total sum of the risk assessments is then calculated to produce a materials assessment score as detailed below.

Materials Assessment Score	Risk of Fibre Release
10 or greater	High Risk
7, 8, 9	Medium Risk
5, 6	Low Risk
4 or below	Very Low Risk

It is likely that high risk items will be highlighted in the report text and that some immediate action will be required.

#### 1.7.1. Materials Analysed – Containing Asbestos

Room Number/ Name Product Details	Item No.	Bulk ID/ Vis ID	Photo No.	Produc t Type 1-3	Surface Treatment 0-3	Condition 0-3	Asbestos Type NAD, 1-3	Score	Possible Disturbance	Quantity M, M2,x?	ID A, SP, P	Rmd MM, E, R, Other
B.01 – Boiler Room Gaskets to pipe work		VIS ID	36	2	2	0	3	7	1	<1m²	Р	MM

# 1.7.2. Materials Analysed - No Asbestos Detected

Room Number/ Name Product Details	Item No.	Bulk ID/ Vis ID	Photo No.	Product Type 1-3	Surface Treatment 0-3	Condition 0-3	Asbestos Type NAD, 1-3	Score	Possible Disturbance	Quantity M, M2,x?	ID A, SP, P
G.06 – Kitchen Bitumen sink pad	01	AA16922 B01	01	1	0	0	NAD	-	1	X 2	А
G.01 – Entrance Hall Insulating board within letter box		Ref.05	02	2	2	2	NAD	-	2	<.5m²	SP
G.14 – Toilet Lobby Insulating board door panel	02	AA16922 B02	03	2	1	0	NAD	-	2	2m²	А
G.18 – Under Stairs Cupboard Insulating board door panel	03	AA16922 B03	04	2	1	1	NAD	-	2	1.5m²	А
G.19 – Toilet Lobby Insulating board door panel	04	AA16922 B04	05	2	1	1	NAD	-	2	2m²	А
G.20 – Female W.C Insulating board panelling	05	AA16922 B05	06	2	1	0	NAD	-	1	5m²	А
G.22 – Store Textured coating to ceiling	06	AA16922 B06	07	1	0	0	NAD	-	1	39m²	А
G.23 – Corridor Textured coating to ceiling	07	AA16922 B07	08	1	1	0	NAD	-	1	31m²	А

Note: Although sample No.7 tested negative for asbestos fibres, the same material had previously been sampled on 12<sup>th</sup> February 2020 and tested positive. The discrepancy in these two samples could be due to the nature of the material being textured coating and non-homogenous in its structure, therefore it is recommended that the positive sample is considered when carrying out any works within these areas. A copy of the analytical report AA16571 can be found within section 1.9. Appendix C Bulk Certificates.

areas. A copy of the analytical report AA165/1 can be found within section 1.9. Appendix C Bulk Certificates.											
G.22 – Store Insulating board door panel		Ref.05	09	2	2	0	NAD	-	2	<1m²	Α
G.24 – Toilet Corridor Textured coating to ceiling		Ref.07	10	1	0	1	NAD	-	1	3.5m²	SP
G.25 – Female W.C Textured coating to ceiling		Ref.07	11	1	0	0	NAD	-	1	8m²	SP
G.26 – Cleaners Store Textured coating to ceiling		Ref.07	12	1	0	0	NAD	-	1	1m²	SP
G.27 – Male W.C Textured coating to ceiling		Ref.07	13	1	0	0	NAD	-	1	3.5m²	SP
G.29 – Kitchen Textured coating to ceiling		Ref.07	14	1	0	0	NAD	-	1	24m²	SP
G.29 – Kitchen Bitumen paint to sink unit	08	AA16922 B08	15	1	0	0	NAD	-	1	1m²	Α
G.29 – Kitchen Bitumen paint to work surfaces	09	AA16922 B09	16	1	0	0	NAD	-	1	2.5m²	Α
G.30 – Bar & Lounge Bitumen sink pad	10	AA16922 B10	17	1	0	0	NAD	-	1	X 2	Α
G.31 – Boiler Room Insulating board ceiling	11	AA16922 B11	18	2	1	0	NAD	-	1	4m²	Α
G.41 – Store Insulating board ceiling		Ref.11	19	2	2	0	NAD	-	1	6²	SP
G.33 – Store Insulating board door panel & boxing		Ref.05	20	2	2	0	NAD	-	2	2m²	SP
G.46 – Dressing Room 1 Textured coating to ceiling	12	AA16922 B12	21	1	0	0	NAD	-	1	12m²	Α
G.47 – Shower Textured coating to ceiling		Ref.12	22	1	0	0	NAD	-	1	5m²	SP

G.48 – Dressing Room 2		Ref.12	23	1	0	0	NAD	_	1	12m²	SP
Textured coating to ceiling		ICI.12	23		- O	0	INAD		-	12111	J1
G.49 – Dressing Room 3		Ref.12	24	1	0	0	NAD	_	1	15m²	SP
Textured coating to ceiling		Nei.12	24	1	U	U	INAD	_	1	13111	31
G.50 – Corridor		Ref.12	25	1	0	0	NAD	_	1	11m²	SP
Textured coating to ceiling		Nei.12	23	1	U	U	INAD	-	1	11111	31
G.51 – Loading Area		Ref.12	26	1	0	0	NAD	-	1	18m²	SP
Textured coating to ceiling		Ke1.12	20	1	U	U	NAD		1	10111	34
1.03 – Store	13	AA16922	27	2	2	0	NAD	_	2	6m²	Α
Insulating board panelling	13	B13	27			0	INAD	_	2	0111	A
1.04 – Store		4446022									
Bitumen adhesive to	14	AA16922 B14	28	1	0	0	NAD	-	3	4m²	Α
parquet flooring		B14									
1.07 – Under Stairs											
Cupboard		Ref.13	29	2	2	0	NAD	-	1	2.5m <sup>2</sup>	SP
Insulating board ceiling											
1.08 – Store	15	AA16922	20	1	0	0	NAD		2	1.52	
Vinyl floor tiles	15	B15	30	1	0	0	NAD	-	3	1.5m²	Α
1.11 – Reception		D-f 04	24	2	4	4	NAD		2	22	C.D.
Insulating board door panel		Ref.04	31	2	1	1	NAD	-	2	2m²	SP
1.18 – Gallery		D-f 42	22	2	4	_	NAD		4	42	C.D.
Insulating board panels		Ref.13	32	2	1	0	NAD	-	1	4m²	SP
B.01 – Boiler Room		4446022									
Residue to wall & pipe	16	AA16922	33	3	3	3	NAD	-	2	>10m²	Α
brackets		B16									
B.01 – Boiler Room	47	AA16922	2.4	2	2	2	NAD		4	40	
Residue to pipes	17	B17	34	3	3	3	NAD	-	1	10m	Α
B.01 – Boiler Room	10	AA16922	25	2	2	2	NAD		2	\ F?	Λ
Residue to floor	18	B18	35	3	3	3	NAD	-	3	>5m²	Α
1.28 – Corridor		D-f 12	27	2	2	_	NAD		1	412	CD
Insulating board loft hatch		Ref.13	37	2	2	0	NAD	-	1	<1m²	SP
G.53 – Electrical Cupboard		Def Or	20	2	4	_	NAD		2	C = 2	C.
Insulating board panelling		Ref.05	38	2	1	0	NAD	-	2	6m²	SP
L.05 – Loft 5											
Insulating board panel to		Ref.13	39	2	1	0	NAD	-	2	<1m²	SP
hatch											
EX.01 – External Elevations		D-f 05	40	2	4	_	NAD		4	. 10?	CD
Insulating board soffits		Ref.05	40	2	1	0	NAD	-	1	>10m²	SP
		1				1	1		L	·	1

# 1.7.3. All Other Rooms and Materials Surveyed

Room Number/ Name	Site Notes
G.01 – Entrance Hall	Concrete ceiling, masonry walls, concrete floor, stone floor tiles, metal pipe work, plasterboard boxing, modern electrical equipment, timber boxing and ceiling below stairs, textured paint to walls
G.02 – Office	Concrete ceiling, MMMF ceiling tiles, masonry walls, concrete floor, fitted carpet, metal pipe work, timber boxing, plasterboard partition within ceiling void, timber floor
G.03 – Cupboard	Plasterboard ceiling, plasterboard partitions, masonry walls, concrete floor, fitted carpet, timber floor
G.04 – Cupboard	Plasterboard ceiling, plasterboard partitions, concrete floor, fitted carpet, timber floor
G.05 – Office	Concrete ceiling, MMMF ceiling tiles, masonry walls, concrete floor, fitted carpet, metal pipe work, timber floor, timber boxing
G.06 – Kitchen	Plasterboard ceiling, masonry walls, plasterboard partitions, ceramic wall tiles, metal pipe work, plastic pipe work, concrete floor, modern vinyl sheet, timber boxing, hardboard beneath vinyl sheet
L.01 – Loft 1	Concrete ceiling, plasterboard partitions, timber floor, MMMF insulation, plastic pipe work
G.07 – Office	Concrete ceiling, MMMF ceiling tiles, masonry walls, metal pipe work, concrete floor, timber floor, fitted carpet
G.08 – Meeting Room	Concrete ceiling, MMMF ceiling tiles, masonry walls, plasterboard partitions, timber floor, concrete floor, fitted carpet, metal pipe work
G.09 – Store	Plasterboard ceiling, masonry walls, plasterboard partitions, timber floor, fitted carpet
G.10 – Store	Plasterboard ceiling, plasterboard partitions, timber floor, fitted carpet

Room Number/ Name	Site Notes
G.11 – Office	Concrete ceiling, masonry walls, concrete floor, fitted carpet, metal pipe work
G.12 – Office	Concrete ceiling, masonry walls, concrete floor, fitted carpet, timber floor, metal pipe work, timber boxing
G.13 – Meeting Room	Concrete ceiling, MMMF ceiling tiles, masonry walls, concrete floor, fitted carpet, metal pipe work, plasterboard boxing, plasterboard partitions
G.14 – Toilet Lobby	Concrete ceiling, masonry walls, concrete floor, timber parquet flooring
G.15 – Cleaners Store	Concrete ceiling, masonry walls, concrete floor, timber parquet flooring
G.16 – Store	Concrete ceiling, masonry walls, concrete floor, timber parquet flooring, metal pipe work, timber boxing
G.17 – Male W.C	Concrete ceiling, masonry walls, concrete floor, modern vinyl sheet, metal pipe work, plastic pipe work, ceramic toilet cistern, timber boxing, plastic toilet cistern
G.18 – Under Stairs Cupboard	Concrete ceiling, masonry walls, concrete floor, modern electrical equipment
G.19 – Toilet Lobby	Plaster ceiling, masonry walls, concrete floor, timber parquet flooring, metal pipe work, plastic pipe work, timber boxing
G.20 – Female W.C	Plaster ceiling, concrete ceiling, masonry walls, concrete floor, modern vinyl sheet, metal pipe work, plastic pipe work, ceramic wall tiles, timber boxing, plastic toilet cisterns, timber panelling, foam lagged pipe work
G.21 – Hall	Masonry walls, textured paint to walls, metal pipe work, timber stage, timber floor, concrete floor, timber cladding to lighting box's, timber fibre board wall tiles
G.22 – Store	Concrete ceiling, masonry walls, concrete floor, modern vinyl sheet, metal spiral staircase, rubber stair nosing and treads, modern electrical equipment
G.23 – Corridor	Plasterboard ceiling, masonry walls, plasterboard partitions, timber boxing, plasterboard boxing, metal pipe work, concrete floor, modern vinyl sheet, fitted carpet
G.24 – Toilet Corridor	Plasterboard ceiling, plasterboard partitions, concrete floor, modern vinyl sheet, metal pipe work
G.25 – Female W.C	Plasterboard ceiling, plasterboard partitions, concrete floor, modern vinyl sheet, metal pipe work, plastic pipe work,
G.26 – Cleaners	timber boxing, plastic toilet cisterns  Plasterboard ceiling, plasterboard partitions, metal pipe work, plastic pipe work, concrete floor, modern vinyl sheet,
Store	ceramic wall tiles, timber upstands to rooflight
G.27 – Male W.C	Plasterboard ceiling, plasterboard partitions, concrete floor, modern vinyl sheet, metal pipe work, plastic pipe work, ceramic wall tiles, timber boxing, plastic toilet cisterns, timber upstands to rooflight
G.28 – Store	MMMF ceiling tiles, no access above ceiling tiles, plasterboard partitions, concrete floor, modern vinyl sheet, metal pipe work
G.29 – Kitchen	MMMF ceiling tiles, plasterboard ceiling, plasterboard partitions, metal pipe work, plastic pipe work, concrete floor, modern vinyl sheet, modern fire blanket
G.30 – Bar & Lounge	Concrete ceiling, plasterboard ceiling, plasterboard boxing, concrete floor, fitted carpet, masonry walls, MMMF ceiling tiles, modern vinyl sheet, timber bar, metal pipe work, plastic pipe work, timber boxing
G.31 – Boiler Room	Masonry walls, concrete floor, modern vinyl sheet, metal pipe work, foam lagged pipe work, modern boiler, MMMF lagged pipe work, modern water cylinder
G.32 – Female &	Concrete ceiling, MMMF ceiling tiles, masonry walls, ceramic wall tiles, metal pipe work, plastic pipe work, MMMF
Disabled W.C	lagged pipe work, concrete floor, modern vinyl sheet, ceramic toilet cistern, plasterboard partitions, timber boxing
G.33 – Store	Concrete ceiling, masonry walls, concrete floor, plasterboard boxing
G.34 – Entrance Hall	Concrete ceiling, MMMF ceiling tiles, masonry walls, metal pipe work, concrete floor, fitted carpet
G.35 – Male & Disabled W.C	Concrete ceiling, MMMF ceiling tiles, masonry walls, ceramic wall tiles, ceramic toilet cistern, metal pipe work, plastic pipe work, concrete floor, modern vinyl sheet, MMMF lagged pipe work
G.36 – Lobby	MMMF ceiling tiles, No access to high level ceiling, masonry walls, concrete floor
G.37 – Electrical Room	Concrete ceiling, MMMF ceiling tiles, masonry walls, concrete floor, fitted carpet, metal pipe work, modern electrical equipment
G.38 – Security Room	Concrete ceiling, MMMF ceiling tiles, masonry walls, concrete floor, fitted carpet, metal pipe work, MMMF lagged pipe work
G.39 – Female W.C	Concrete ceiling, MMMF ceiling tiles, masonry walls, metal pipe work, plastic pipe work, MMMF lagged pipe work, ceramic toilet cistern, concrete floor, modern vinyl sheet
G.40 – Male W.C	Concrete ceiling, MMMF ceiling tiles, masonry walls, metal pipe work, plastic pipe work, MMMF lagged pipe work, ceramic toilet cistern, concrete floor, modern vinyl sheet
G.41 – Store	Masonry walls, concrete floor, modern vinyl sheet, modern electrical equipment
	Concrete ceiling, MMMF ceiling tiles, masonry walls, concrete floor, modern vinyl sheet, metal pipe work

Room Number/ Name	Site Notes
G.43 – Function Room	Concrete ceiling, MMMF ceiling tiles, masonry walls, concrete floor, fitted carpet, metal pipe work, plastic pipe work, modern sink pad, ceramic wall tiles
G.44 – Lobby	Plasterboard ceiling, masonry walls, concrete floor, plasterboard header panel
G.45 – Store	Stramit board ceiling, masonry walls, timber floor, modern vinyl sheet, metal pipe work, MMMF lagged pipe work, water tank 2 off, no access to water tanks due to height restrictions, timber panelling to bottom of stairs, timber stairs, rubber stair nosing
G.46 – Dressing Room 1	Plasterboard ceiling, masonry walls, concrete floor, modern vinyl sheet, ceramic wall tiles, metal pipe work, plastic pipe work, foam lagged pipe work
G.47 – Shower	Plasterboard ceiling, masonry walls, concrete floor, modern vinyl sheet, metal pipe work, plastic pipe work, timber boxing
G.48 – Dressing Room 2	Plasterboard ceiling, masonry walls, concrete floor, modern vinyl sheet, ceramic wall tiles, metal pipe work, plastic pipe work, foam lagged pipe work, modern boiler, metal flue pipe
G.49 – Dressing Room 3	Plasterboard ceiling, masonry walls, timber floor, modern vinyl sheet, ceramic wall tiles, metal pipe work, plastic pipe work
G.50 – Corridor	Plasterboard ceiling, masonry walls, timber floor, concrete floor, timber steps, rubber stair nosing, timber panelling, timber boxing, plastic pipe work, foam lagged pipe work
G.51 – Landing Area	Plasterboard ceiling, masonry walls, timber floor, timber steps, modern vinyl sheet, metal pipe work
1.01 – Lighting Box & Corridor	Plaster ceiling, masonry walls, concrete floor, modern vinyl sheet, metal ducting
1.02 – Store	Plaster ceiling, masonry walls, modern electrical equipment, concrete floor, modern vinyl sheet, metal spiral staircase, rubber stair nosing & treads
1.03 – Store	Concrete ceiling, masonry walls, timber floor
1.04 – Store	Plasterboard ceiling, masonry walls, plasterboard partitions, concrete floor, timber parquet flooring, modern electrical equipment
1.05 – Lighting Box	Plasterboard ceiling, timber panelling, timber floor, fitted carpet, plasterboard partitions
1.06 – Staff Room	Plasterboard ceiling, plasterboard partitions, masonry walls, concrete floor, timber parquet flooring, fitted carpet, modern vinyl sheet, ceramic wall tiles, metal pipe work, plastic pipe work, modern sink pad, timber boxing, plasterboard boxing
1.07 – Under Stairs Cupboard	Masonry walls, timber floor, concrete floor, fitted carpet
1.08 – Store	Timber fibreboard ceiling, MMMF tiles to ceiling, masonry walls, concrete floor
1.09 – Stairwell	Plasterboard ceiling, masonry walls, concrete floor, timber stairs, rubbers stair nosing, fitted carpet
1.10 – Stairwell	Concrete ceiling, masonry walls, plasterboard partitions, concrete floor, concrete stairs, fitted carpet
1.11 – Reception	Concrete ceiling, MMMF ceiling tiles, masonry walls, plasterboard partitions, concrete floor, fitted carpet, metal pipe work
1.12 – Meeting Room	Concrete ceiling, masonry walls, plasterboard partitions, concrete floor, fitted carpet, metal pipe work,
1.13 – Office	Concrete ceiling, masonry walls, plasterboard partitions, concrete floor, fitted carpet, metal pipe work, timber steps, rubber stair nosing
1.14 – Store	Concrete ceiling, plasterboard boxing, masonry walls, plasterboard partitions, timber floor, fitted carpet
1.15 – Lobby	Plaster ceiling, plasterboard partitions, timber floor, modern vinyl sheet
1.16 – Store	Concrete ceiling, masonry walls, plasterboard partitions, timber floor, modern vinyl sheet, metal pipe work
1.17 – Archive Room	Plaster ceiling, plasterboard partitions, plasterboard boxing, timber floor, modern vinyl sheet
1.18 – Gallery	Concrete ceiling, masonry walls, timber fibre board acoustic wall panels, timber floor, timber steps, modern vinyl sheet
1.19 – Office	Concrete ceiling, masonry walls, plasterboard partitions, concrete floor, fitted carpet, metal pipe work
1.20 – Lobby	Concrete ceiling, masonry walls, concrete floor, fitted carpet
1.21 – Corridor	Concrete ceiling, MMMF ceiling tiles, plasterboard partitions, masonry walls, concrete floor, fitted carpet
1.22 – Office	Concrete ceiling, MMMF ceiling tiles, plasterboard partitions, masonry walls, concrete floor, fitted carpet, metal pipe work

Room Number/ Name	Site Notes
1.23 – Office	Concrete ceiling, MMMF ceiling tiles, plasterboard partitions, masonry walls, concrete floor, fitted carpet, metal pipe work
1.24 – Museum	Concrete ceiling, MMMF ceiling tiles, masonry walls, plasterboard partitions, concrete floor, fitted carpet
B.01 – Boiler Room	Concrete ceiling, masonry walls, concrete floor, metal pipe work, MMMF lagged pipe work, modern electrical equipment, modern boilers 3 off, modern water cylinder
L.02 – Loft 2	No access due to being located directly over the stairwell
1.25 – Stairwell	Plasterboard ceiling, masonry walls, concrete stairs, rubber stair nosing, fitted carpet, timber boxing
1.26 – Male W.C	Plasterboard ceiling, masonry walls, ceramic wall tiles, timber up stands to roof light, concrete floor, modern vinyl sheet, metal pipe work, plastic pipe work, ceramic toilet cistern, timber boxing
1.27 – Female W.C	Plasterboard ceiling, masonry walls, ceramic wall tiles, timber up stands to roof light, concrete floor, modern vinyl sheet, metal pipe work, plastic pipe work, ceramic toilet cistern, timber boxing
L.03 – Loft 3	Stramit board roof, masonry walls, MMMF insulation, metal pipe work, MMMF lagged pipe work
1.28 – Corridor	Plasterboard ceiling, masonry walls, concrete floor, fitted carpet
1.29 – Office	Stramit board roof, MMMF ceiling tiles, masonry walls, plasterboard partitions, concrete floor, fitted carpet
1.30 – Office	Stramit board roof, MMMF ceiling tiles, masonry walls, plasterboard partitions, concrete floor, fitted carpet
1.31 – Office	Stramit board roof, MMMF ceiling tiles, masonry walls, plasterboard partitions, concrete floor, fitted carpet
1.32 – Server Room	Stramit board roof, MMMF ceiling tiles, masonry walls, plasterboard partitions, concrete floor, fitted carpet
1.33 – Female W.C	Plasterboard ceiling, masonry walls, ceramic wall tiles, timber up stands to roof light, concrete floor, modern vinyl sheet, metal pipe work, plastic pipe work, ceramic toilet cistern, timber boxing
1.34 – Female W.C	Plasterboard ceiling, masonry walls, ceramic wall tiles, timber up stands to roof light, concrete floor, modern vinyl sheet, metal pipe work, plastic pipe work, ceramic toilet cistern
1.35 – Corridor	Plasterboard ceiling, masonry walls, concrete floor, carpet tiles, modern vinyl sheet, concrete stairs, rubber stair nosing
G.52 – Entrance Hall	Plasterboard ceiling, masonry walls, concrete floor, modern vinyl sheet, concrete stairs, rubber stair nosing
G.53 – Electrical Cupboard	Plasterboard ceiling, masonry walls, concrete floor, modern vinyl sheet, modern electrical equipment
L.04 – Loft 4	No access due to stored items below access hatch
L.05 – Loft 5	Stramit board roof, MMMF insulation, masonry walls
1.36 – Gymnasium	Stramit board roof, MMMF ceiling tiles, masonry walls, concrete floor, rubber flooring
1.37 – Office	Stramit board roof, MMMF ceiling tiles, masonry walls, masonry walls, concrete floor, fitted carpet
G.54 – Entrance Hall	Plasterboard ceiling, masonry walls, concrete floor, fitted carpet, rubbers stair nosing, concrete stairs, timber boxing, plasterboard boxing, modern electrical equipment
L.06 – Loft 6	Concrete ceiling, masonry walls, plasterboard partitions
EX.01 – External Elevations	Brick walls, lead roof to dormer windows, timber windows and doors, metal windows and doors, timber doors, concrete soffit to front porch, felt roof, metal ducting, metal stairs, timber cladding

# 1.8. Appendix B Photo Plates

#### **PHOTOPLATE 001**

# No photo available

#### Location

#### G.06 - Kitchen

Item No.

01

Sample Reference (Bulk ID)

AA16922 B01

**Product Details** 

Bitumen sink pad

Analysis Result

NAD

Risk Level

-

Recommendation

-

# **PHOTOPLATE 002**



# Location

# G.01 – Entrance Lobby

Item No.

-

Sample Reference (Bulk ID)

Ref.05

**Product Details** 

Insulating board within letter box

Analysis Result

NAD

Risk Level

-

Recommendation



Location

G.14 – Toilet Lobby

Item No.

02

Sample Reference (Bulk ID)

AA16922 B02

**Product Details** 

Insulating board door panel

Analysis Result

NAD

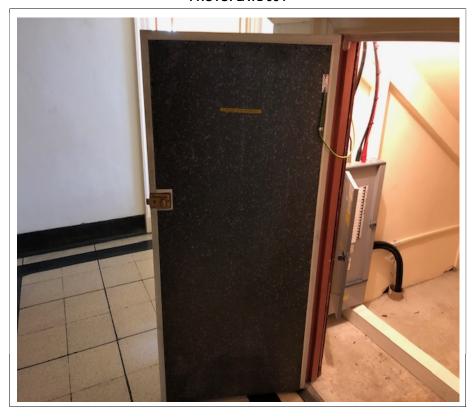
Risk Level

-

Recommendation

-

### **PHOTOPLATE 004**



Location

G.18 - Under Stairs Cupboard

Item No.

03

Sample Reference (Bulk ID)

AA16922 B03

**Product Details** 

Insulating board panel

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

G.19 – Toilet Lobby

Item No.

04

Sample Reference (Bulk ID)

AA16922 B04

**Product Details** 

Insulating board door panel

Analysis Result

NAD

Risk Level

-

Recommendation

-

### **PHOTOPLATE 006**



Location

G.20 - Female W.C

Item No.

05

Sample Reference (Bulk ID)

AA69622 B05

**Product Details** 

Insulating board panelling

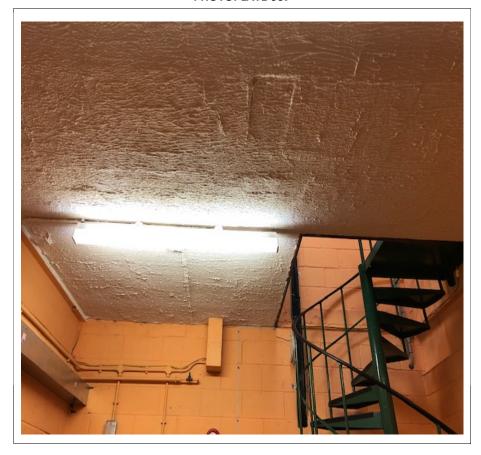
Analysis Result

 $\mathsf{NAD}$ 

Risk Level

-

Recommendation



Location

G.22 – Store

Item No.

06

Sample Reference (Bulk ID)

AA16922 B06

**Product Details** 

Textured coating to ceiling

Analysis Result

NAD

Risk Level

-

Recommendation

-

### **PHOTOPLATE 008**



Location

G.23 - Corridor

Item No.

07

Sample Reference (Bulk ID)

AA16922 B07

**Product Details** 

Textured coating to ceiling

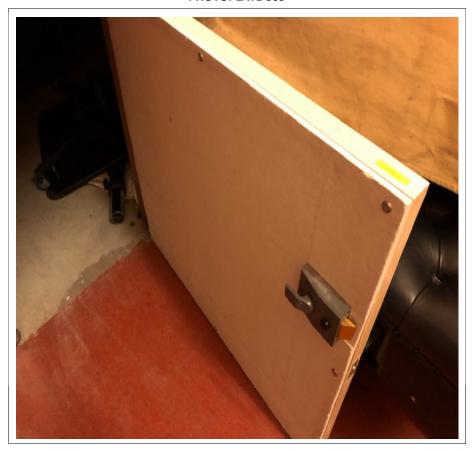
Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

G.22 – Store

Item No.

-

Sample Reference (Bulk ID)

Ref.05

**Product Details** 

Insulating board door panel

Analysis Result

NAD

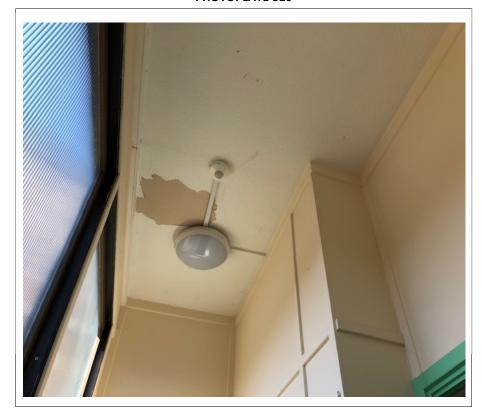
Risk Level

-

Recommendation

-

### **PHOTOPLATE 010**



Location

G.24 - Toilet Corridor

Item No.

-

Sample Reference (Bulk ID)

Ref.07

**Product Details** 

Textured coating to ceiling

Analysis Result

NAD

Risk Level

\_

Recommendation



Location

G.25 – Female W.C

Item No.

-

Sample Reference (Bulk ID)

Ref.07

**Product Details** 

Textured coating to ceiling

Analysis Result

NAD

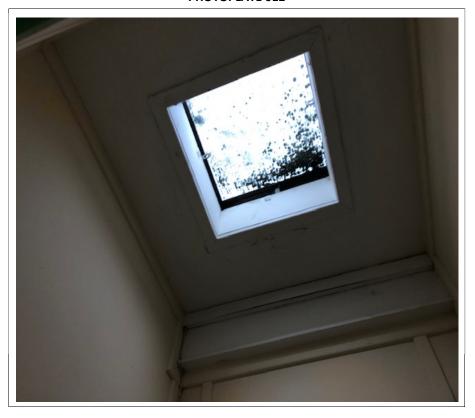
Risk Level

-

Recommendation

-

### **PHOTOPLATE 012**



Location

G.26 - Cleaners Store

Item No.

-

Sample Reference (Bulk ID)

Ref.07

**Product Details** 

Textured coating to ceiling

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

G.27 – Male W.C

Item No.

-

Sample Reference (Bulk ID)

Ref.07

**Product Details** 

Textured coating to ceiling

Analysis Result

NAD

Risk Level

-

Recommendation

-

### **PHOTOPLATE 014**



Location

G.29 – Kitchen

Item No.

-

Sample Reference (Bulk ID)

Ref.07

**Product Details** 

Textured coating to ceiling

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

G.29 - Kitchen

Item No.

80

Sample Reference (Bulk ID)

AA10922 B08

**Product Details** 

Bitumen paint to sink unit

Analysis Result

NAD

Risk Level

-

Recommendation

-

### **PHOTOPLATE 016**



Location

G.29 – Kitchen

Item No.

80

Sample Reference (Bulk ID)

AA10922 B08

**Product Details** 

Bitumen paint to work surfaces

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

G.30 - Bar &Lounge

Item No.

10

Sample Reference (Bulk ID)

AA16922 B10

**Product Details** 

Bitumen sink pad

Analysis Result

NAD

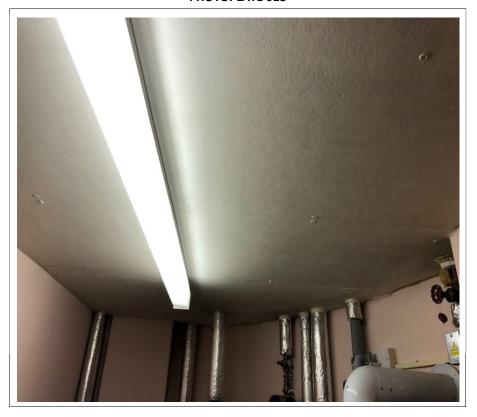
Risk Level

-

Recommendation

-





Location

G.31 – Boiler Room

Item No.

11

Sample Reference (Bulk ID)

AA16922 B11

**Product Details** 

Insulating board ceiling

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

G.41 – Store

Item No.

-

Sample Reference (Bulk ID)

Ref.11

**Product Details** 

Insulating board ceiling

Analysis Result

NAD

Risk Level

-

Recommendation

-

### **PHOTOPLATE 020**



Location

G.33 - Store

Item No.

-

Sample Reference (Bulk ID)

Ref.05

**Product Details** 

Insulating board door panel & boxing

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

G.46 - Dressing Room 1

Item No.

12

Sample Reference (Bulk ID)

AA16922 B12

**Product Details** 

Textured coating to ceiling

Analysis Result

NAD

Risk Level

-

Recommendation

-

### **PHOTOPLATE 022**



Location

G.47 – Shower

Item No.

-

Sample Reference (Bulk ID)

Ref.12

**Product Details** 

Textured coating to ceiling

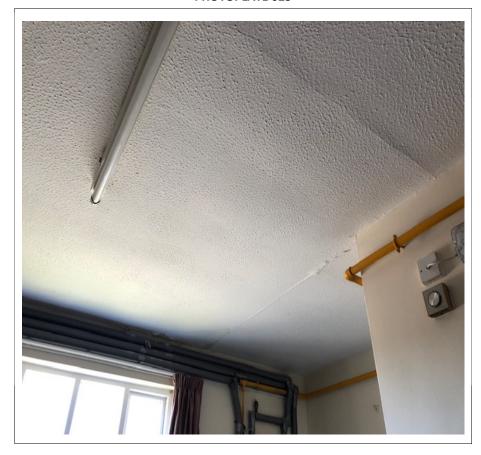
Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

G.48 - Dressing Room 2

Item No.

-

Sample Reference (Bulk ID)

Ref.12

Product Details

Textured coating to ceiling

Analysis Result

NAD

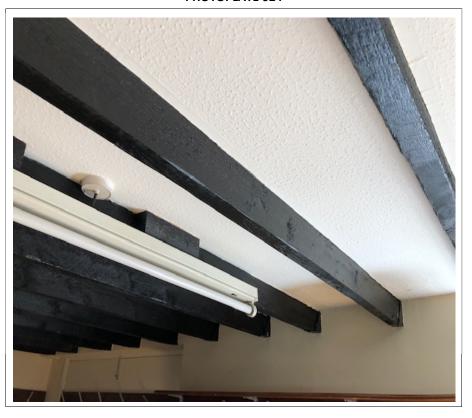
Risk Level

-

Recommendation

-

### **PHOTOPLATE 024**



Location

G.49 – Dressing Room 3

Item No.

-

Sample Reference (Bulk ID)

Ref.12

**Product Details** 

Textured coating to ceiling

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

G.50 - Corridor

Item No.

-

Sample Reference (Bulk ID)

Ref.12

**Product Details** 

Textured coating to ceiling

Analysis Result

NAD

Risk Level

-

Recommendation

-

### **PHOTOPLATE 026**



Location

G.51 – Loading Area

Item No.

-

Sample Reference (Bulk ID)

Ref.12

**Product Details** 

Textured coating to ceiling

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

1.03 – Store

Item No.

13

Sample Reference (Bulk ID)

AA16922 B13

**Product Details** 

Insulating board panelling

Analysis Result

NAD

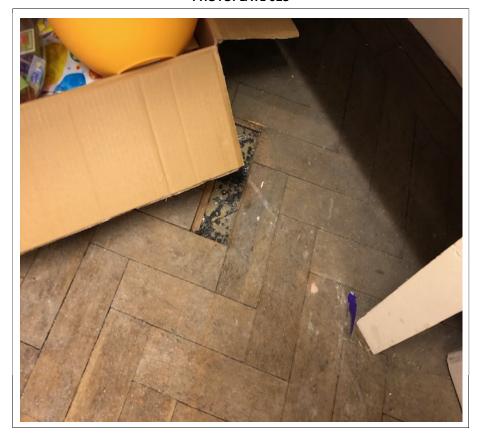
Risk Level

-

Recommendation

-

### **PHOTOPLATE 028**



Location

1.04 – Store

Item No.

14

Sample Reference (Bulk ID)

AA16922 B14

**Product Details** 

Bitumen adhesive to parquet

flooring

Analysis Result

 $\mathsf{N}\mathsf{A}\mathsf{D}$ 

Risk Level

-

Recommendation



Location

1.07 – Under Stairs Cupboard

Item No.

-

Sample Reference (Bulk ID)

Ref.13

**Product Details** 

Insulating board ceiling

Analysis Result

NAD

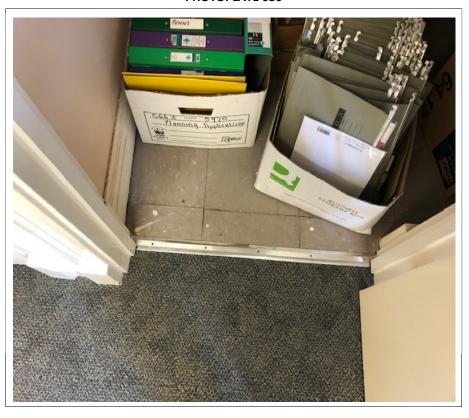
Risk Level

-

Recommendation

-

### **PHOTOPLATE 030**



Location

1.08 – Store

Item No.

15

Sample Reference (Bulk ID)

AA16922 B15

**Product Details** 

Vinyl floor tiles

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

1.11 - Reception

Item No.

-

Sample Reference (Bulk ID)

Ref.04

**Product Details** 

Insulating board door panel

Analysis Result

NAD

Risk Level

-

Recommendation

-

### **PHOTOPLATE 032**



Location

1.18 - Gallery

Item No.

-

Sample Reference (Bulk ID)

Ref.13

**Product Details** 

Insulating board panels

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

B.01 – Boiler Room

Item No.

16

Sample Reference (Bulk ID)

AA16922 B16

**Product Details** 

Residue to wall & pipe brackets

Analysis Result

Risk Level

Recommendation

# **PHOTOPLATE 034**



Location

B.01 – Boiler Room

Item No.

17

Sample Reference (Bulk ID)

AA16922 B17

**Product Details** 

Residue to pipes

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

B.01 – Boiler Room

Item No.

18

Sample Reference (Bulk ID)

AA16922 B18

**Product Details** 

Residue to floor

Analysis Result

NAD

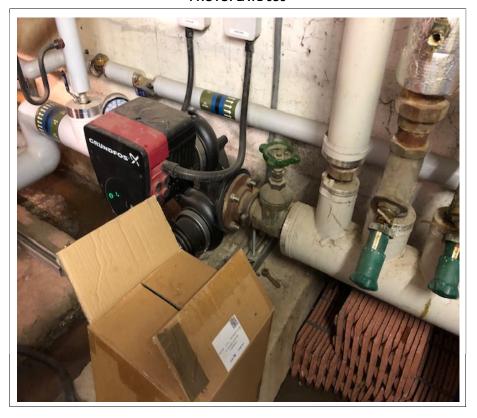
Risk Level

-

Recommendation

-

### **PHOTOPLATE 036**



Location

B.01 – Boiler Room

Item No.

-

Sample Reference (Bulk ID)

Visual Identification

**Product Details** 

Gaskets to pipe work

Analysis Result

**Presumed Crocidolite** 

Risk Level

Medium

Recommendation

Mark and manage



Location

1.28 - Corridor

Item No.

-

Sample Reference (Bulk ID)

Ref.13

**Product Details** 

Insulating board loft hatch

Analysis Result

NAD

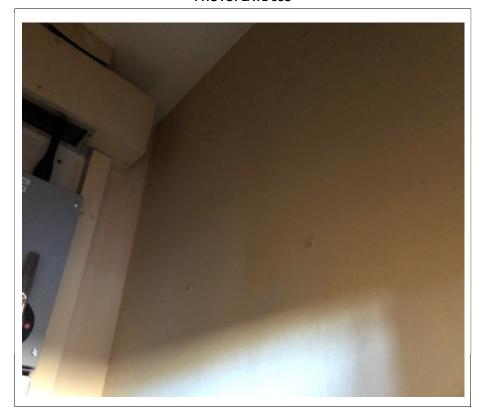
Risk Level

-

Recommendation

-

### **PHOTOPLATE 038**



Location

G.53 – Electrical Cupboard

Item No.

-

Sample Reference (Bulk ID)

Ref.05

**Product Details** 

Insulating board panelling

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation



Location

L.05 – Loft 5

Item No.

-

Sample Reference (Bulk ID)

Ref.13

**Product Details** 

Insulating board loft hatch

Analysis Result

NAD

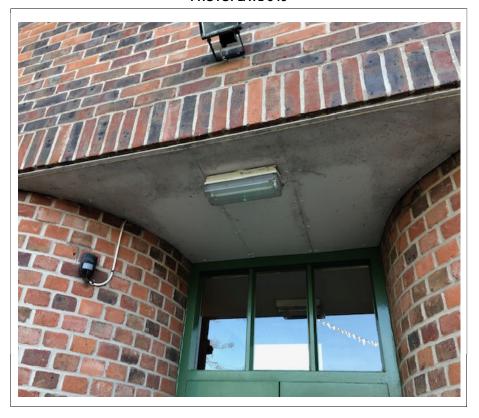
Risk Level

-

Recommendation

-

### **PHOTOPLATE 040**



Location

EX.01 - External Elevations

Item No.

-

Sample Reference (Bulk ID)

Ref.05

**Product Details** 

Insulating board soffits

Analysis Result

 $\mathsf{NAD}$ 

Risk Level

\_

Recommendation

### 1.9. Appendix C Bulk Certificates

All sampled items are recorded here with the analysis results and details of the laboratory that analysed the samples.

Bulk samples were taken using suppressant techniques designed to minimise the release of asbestos fibres, in accordance with our in house procedures. To minimise the risk of exposure and damage to decorations, not all ACMs were sampled. Some were visually identified to be similar to a sampled material and strongly presumed.

**Analysed** refers to where a suspected ACM has been sampled and analysed using bulk analysis, as described in HSG248 "The Analysts Guide". As previously mentioned, some items are **Strongly Presumed**. This happens when a surveyor has good reason to believe the material contains asbestos but no sample has been taken. This usually occurs when a material is visually similar to a material previously sampled and found to contain asbestos. Another example of this is when a product could not be sampled due to restricted access or risk of damaging the integrity of the product, but the surveyor has used their experience to strongly presume the product contains asbestos. **Presumed** is where there is insufficient evidence to suggest the material does not contain asbestos. An example of this is a locked room which cannot be accessed or an element which cannot be reached to inspect and there is no reasoned argument to suggest the material does not contain asbestos.



TEL: 01420 88883 / 89990 email: info@airsafe.org.uk



Certificate of Analysis AA16922 26/03/2020 RW Job Number: Date: Analyst: Name & Address of Client: Site Address: Town & Festival Hall Amiante STR Ltd Unit 5 Falcon Court Petersfield Parklands Business Park Forest Road Denmead PO7 6BZ **GU31 4EA** Postcode: Tel: 02392 230700 Postcode: Date Samples Taken: 25/03/2020 Certificate Number: 1 of 3 **Date Samples Received:** 26/03/2020 **Total Number of Samples:** 18 26/03/2020 Ralph Alvino Date of Analysis: Clients Representative: Samples collected by the client are evaluated using information provided by the client at the time of delivery. Airsafe Analytical Limited are not responsible for the accuracy and / or competence of the sampling by third parties. Under these circumstances Airsafe Analytical Limited cannot be held responsible for the interpretation of the results shown. All samples of material, detailed below, have been examined to determine the presence of Asbestos fibres using Polarised Light Microscopy and the McCrone Dispersion Staining Technique in accordance with Airsafe Analytical Limited's documented "in-house" procedures which are based on the HSE's guidance note HSG248 - Asbestos: The Analysts' guide for sampling analysis and clearance procedures. **Client Sample Number** Sample Description / Material Type **AA Sample Reference Fibre Type Detected** B01 1 Bitumen sink pad NADIS B02 2 **NADIS** Insulation board B03 3 **NADIS** Insulation board 4 **NADIS** B04 Insulation board 5 **NADIS** B05 Insulation board **NADIS** B06 6 Textured coating **B07** 7 **NADIS** Textured coating B08 8 Bitumen paint NADIS NADIS = No Asbestos Detected In Sample All samples will be retained by the laboratory for a minimum of 6 months from the date the samples were received. Date: 26/03/2020 Time: 1439 Authorised by: R. Wren Signature: **ISSUE NUMBER** MAR 2018 DATE



TEL: 01420 88883 / 89990 email: info@airsafe.org.uk



Certificate of Analysis AA16922 26/03/2020 RW Job Number: Date: Analyst: Name & Address of Client: Site Address: Town & Festival Hall Amiante STR Ltd Unit 5 Falcon Court Petersfield Parklands Business Park Forest Road Denmead PO7 6BZ **GU31 4EA** Postcode: Tel: 02392 230700 Postcode: Date Samples Taken: 25/03/2020 Certificate Number: 2 of 3 **Date Samples Received:** 26/03/2020 **Total Number of Samples:** 18 26/03/2020 Ralph Alvino Date of Analysis: Clients Representative: Samples collected by the client are evaluated using information provided by the client at the time of delivery. Airsafe Analytical Limited are not responsible for the accuracy and / or competence of the sampling by third parties. Under these circumstances Airsafe Analytical Limited cannot be held responsible for the interpretation of the results shown. All samples of material, detailed below, have been examined to determine the presence of Asbestos fibres using Polarised Light Microscopy and the McCrone Dispersion Staining Technique in accordance with Airsafe Analytical Limited's documented "in-house" procedures which are based on the HSE's guidance note HSG248 - Asbestos: The Analysts' guide for sampling analysis and clearance procedures. **Client Sample Number** Sample Description / Material Type **AA Sample Reference Fibre Type Detected** B09 9 Bitumen paint NADIS **B10** 10 **NADIS** Bitumen pad B11 11 **NADIS** Insulation board **B12** 12 **NADIS** Textured coating **NADIS B13** 13 Insulation board 14 B14 Bitumen adhesive **NADIS** Floor tiles **B15** 15 **NADIS** Residue to walls + brackets **B16** 16 NADIS NADIS = No Asbestos Detected In Sample All samples will be retained by the laboratory for a minimum of 6 months from the date the samples were received. Date: 26/03/2020 Time: 1441 Authorised by: R. Wren 26/10 Signature: **ISSUE NUMBER** MAR 2018 DATE



TEL: 01420 88883 / 89990 email: <u>info@airsafe.org.uk</u>



	Certificate of Analysis											
Job Number :	AA	16922	Date :	26/03/20	)20	Ana	Analyst : RW					
Name & Address of 0	Name & Address of Client :					Site Address :						
Amiante STR L	Town & Festival Hall											
Unit 5 Falcon (	Petersfield											
Parklands Bus												
Forest Road												
Denmead												
Postcode : PC	)7 6BZ	Tel:	02392 230700	Postcode :	GU3	31 4EA	EA .					
Date Samples Taken	:	25	5/03/2020	Certificate Nu	mber :		3 of 3					
Date Samples Receiv	ved :	26	6/03/2020	Total Number	of Sam	ples :	18					
Date of Analysis :		26	6/03/2020	Clients Repre	sentativ	re :	Ralph Alvino					
are not responsible for the accuracy and / or competence of the sampling by third parties.  Analytical Limited cannot be held responsible for the interpretation of the All samples of material, detailed below, have been examined to determine the presence of Microscopy and the McCrone Dispersion Staining Technique in accordance with Airsafe Anal procedures which are based on the HSE's guidance note HSG248 - Asbestos: The Analytical Clearance procedures.						tion of the re ence of Asbe afe Analytica ie Analysts' (	e results shown. sbestos fibres using Polarised Light tical Limited's documented "in-house"					
AA Sample Referer	ice Clie	nt Sample		mple Description / Material Type Fibre Type Detec								
B17		17	Resi	due to walls								
B18		18		Residue to	pipes	<u> </u>	NADIS					
NADIS = No Asbes	tos Detecte	ed In Samp	ble				·					
All samples will be i	etained by	the labora	atory for a minimum of	6 months from t	he date	the samples	were receive	d.				
Authorised by :		R. V	Date	Date : 26/03/202			e:	1442				
Signature :		2.69	W.									
ISSUE NUM	BER		8		DATE		MAR 2018					



TEL: 01420 88883 / 89990 email: info@airsafe.org.uk



Certificate of Analysis												
Job Number	r:	AA16	571		Date :	14/02/20	)20		Analyst : RW			
Name & Addres	Name & Address of Client :					Site Address :						
Amiante STR Ltd					Town Hall							
Unit 5 Falcon Court					Heath Road							
Parklands I	ands Business Park Petersfield											
Forest Roa	d											
Denmead	Denmead											
Postcode :	PO7 6B	Z	Tel:	02392	230700	Postcode :	GU:	31 4E	ΞΑ			
Date Samples T	aken :		12	/02/202	0	Certificate Nu	mber :		1 of 1			
Date Samples R	Received :		13	/02/202	0	Total Number	of Sam	ples :	1			
Date of Analysis	s :		13	/02/202	0	Clients Repre	sentativ	ve :	Ralph Alvino			าง
All samples Microscopy al procedure	And of material, and the McC s which are	alytical L detailed rone Dis based d	imited d below spersion on the I	cannot be y, have been n Staining HSE's guid	e held respons en examined Technique in dance note H clearanc	the sampling sible for the int to determine the accordance wide SG248 - Asbette procedures.	erpreta he pres vith Airs stos: TI	ation of t sence of safe Ana he Analy	he results Asbestos alytical Lim	shown. fibres usin ited's docu for sampli	ng Pola umente ing ana	arised Light ed "in-house" alysis and
AA Sample Re	eference	Client Sa		Number		le Description			Fibre Type Detected			
B01			01		10	ilet lobby T	C ce	ılıng	CHRYSOTILE			
NADIS = No As	sbestos Det	ected In	Samp	le								
All samples wil	l be retaine	d by the	labora	tory for a r	minimum of 6	months from t	he date	e the sar	mples wer	e received		
Authorised	l by :		R. V			Date : 14/02/2020 Time :				0711		
Signatur	e :	R	4	Just of								
ISSUE N	NUMBER			8			DATE		MAR 2018			18

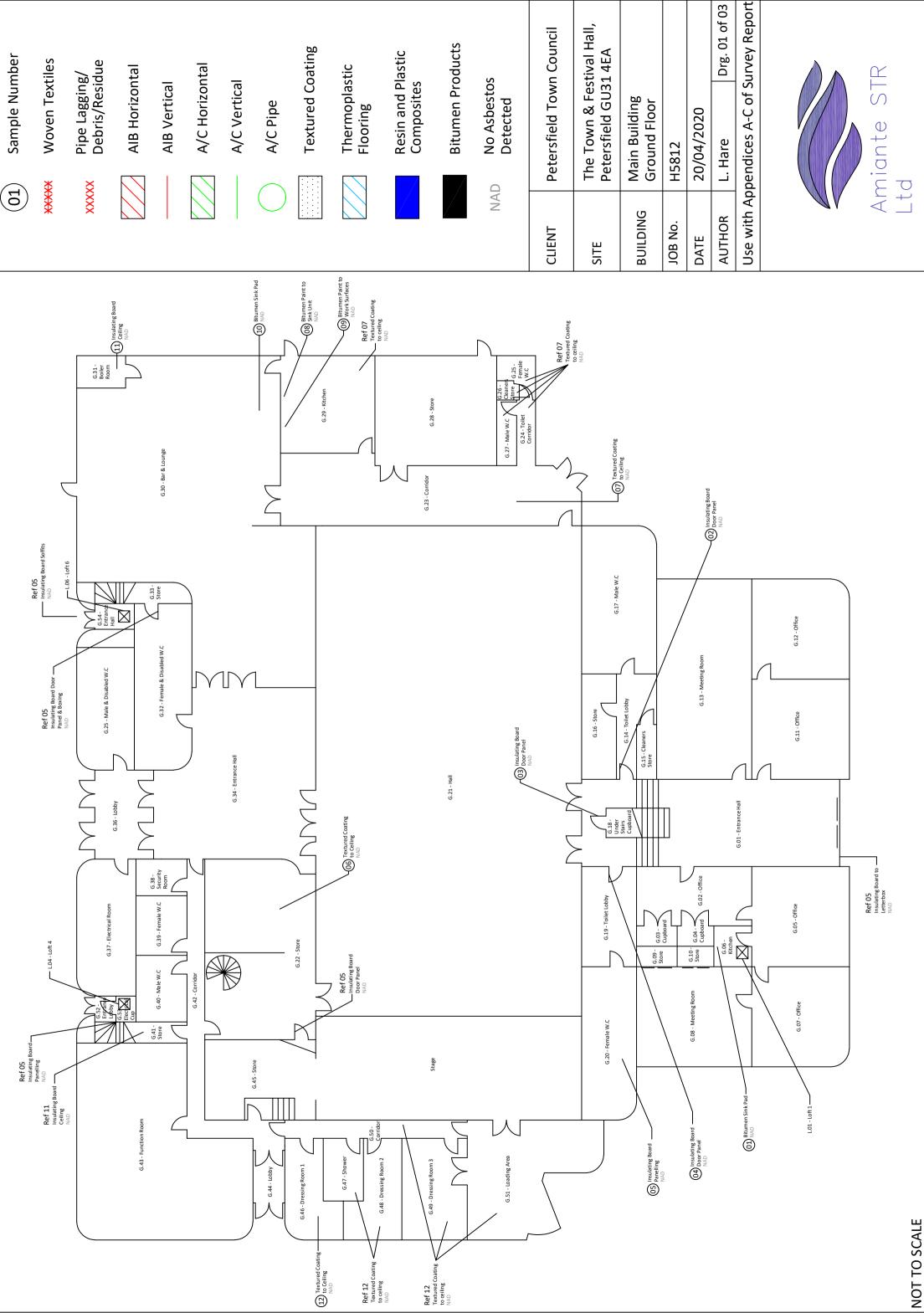
# 1.10. Appendix D Marked CAD Plans

These show all areas accessed, with each room given a unique number that is referenced throughout this report.

Areas not accessed are hatched out or noted as such.

Sampled items and strongly presumed ACMs are marked on the drawing according to the legend and annotated using the Item ID number referenced in the Material Assessment, photo plates etc.

These plans should not be used alone to form the asbestos register, but must be used in conjunction with Appendices A and B.





**Woven Textiles** 

Pipe Lagging/ Debris/Residue

AIB Horizontal

AIB Vertical

A/C Horizontal

A/C Vertical A/C Pipe

**Textured Coating** 

Thermoplastic Flooring

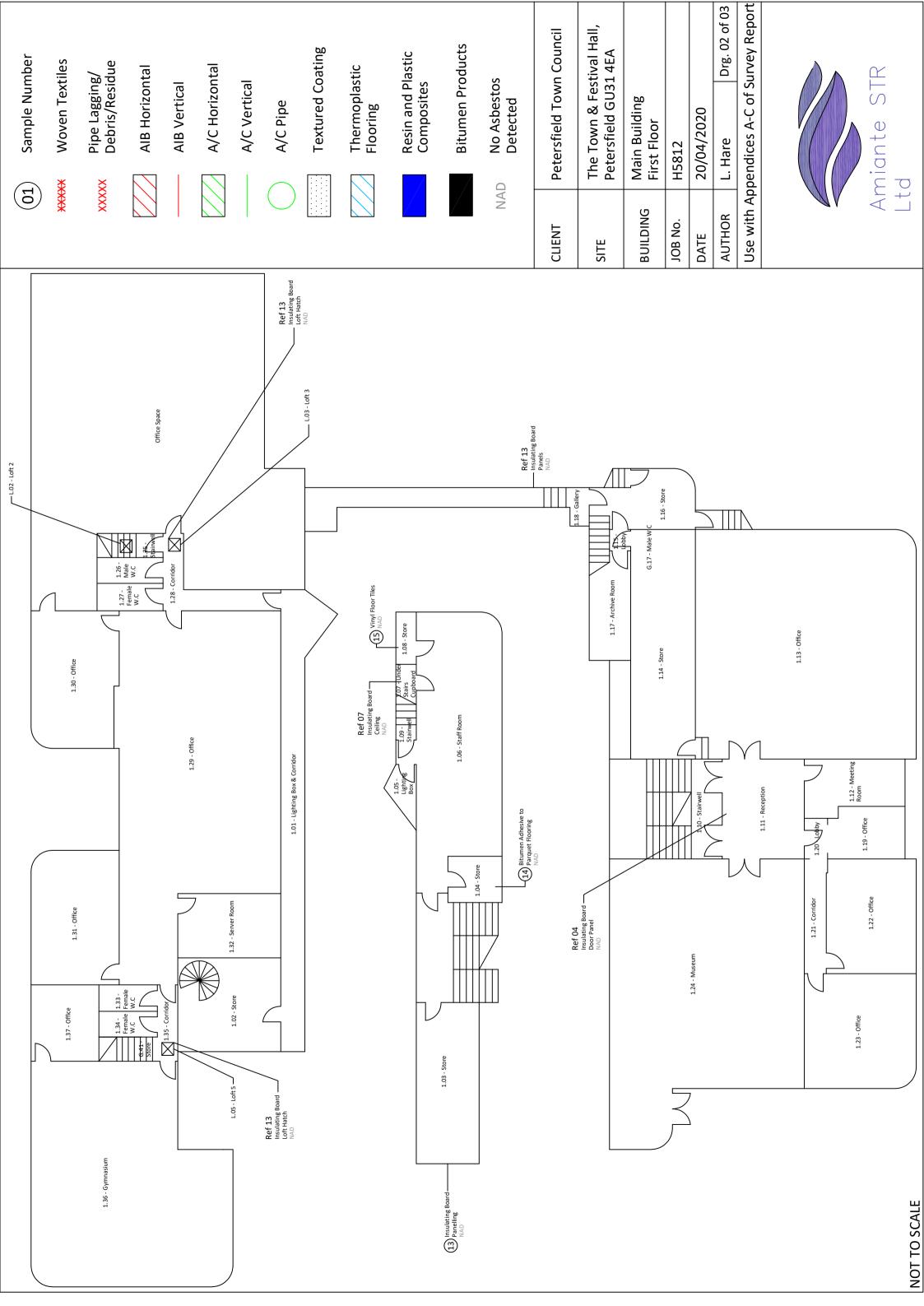
Resin and Plastic Composites

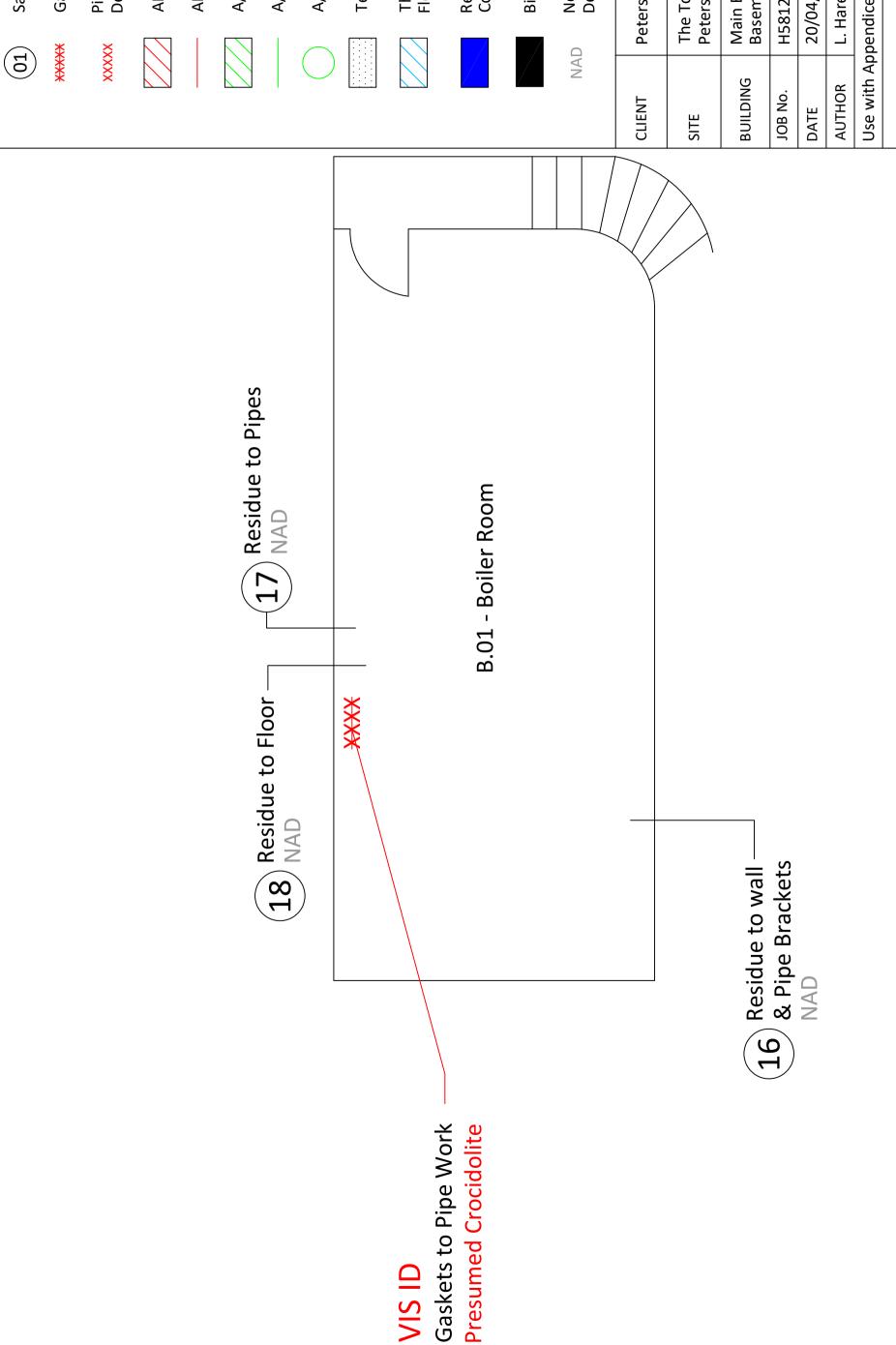
**Bitumen Products** 

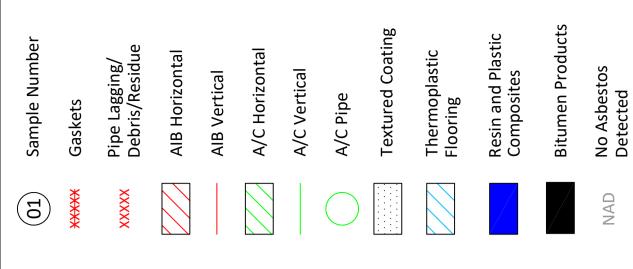
No Asbestos Detected

Drg. 01 of 03 The Town & Festival Hall, Petersfield GU31 4EA **Petersfield Town Council** Main Building Ground Floor 20/04/2020 L. Hare H5812









CLIENT	Petersfield Town Council	า Council
SITE	The Town & Festival Hall, Petersfield GU31 4EA	tival Hall, 1 4EA
BUILDING	Main Building Basement	
JOB No.	H5812	
DATE	20/04/2020	
AUTHOR	L. Hare	Drg. 03 of 03
Use with Ap	Use with Appendices A-C of Survey Report	urvey Report



Upgrade of Stage Rigging: Festival Hall

Appendix B

#### APPENDIX B PRE-CONSTRUCTION HEALTH & SAFETY PLAN

• Issued by Shiels Safety Services / Principal Designer – **separate electronic issue / folder within tender portal.** 

Upgrade of Stage Rigging: Festival Hall Appendix C

#### APPENDIX C PERFORMANCE BOND.

Upgrade of Stage Rigging: Festival Hall

Appendix C

#### PERFORMANCE BOND

**THIS GUARANTEE BOND** is made as a deed **BETWEEN** the following parties whose names and registered office addresses are set out in the Schedule to this Bond (the 'Schedule'):

- (I) The 'Contractor' as principal
- (2) The 'Guarantor' as guarantor; and
- (3) The 'Employer'

#### **WHEREAS**

- (A) By a contract (the 'Contract') entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the 'Works') upon and subject to the terms and conditions therein set out.
- (B) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in Clause 2.

#### **NOW THIS DEED WITNESSES as follows:**

- 1. The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor or in the event that the Contract or the employment of the Contractor is terminated by reason of any one or more of the events set out in Clauses 8.4 to 8.8 of the Contract the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Employer as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract or as agreed between the Employer and the Contractor.
- 2. The loss and/or damages payable under this Guarantee Bond shall include (without limitation) any debt or other sum payable to the Employer under the Contract following the insolvency of the Contractor.
- 3. The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the 'Bond Amount') but subject to such limitation and to Clause 4 the liability of the Guarantor shall be co-extensive with the liability of the Contractor under the Contract.

- 4. The Guarantor shall not be discharged or released by any alteration of any of the terms, conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release, reduce or affect the liability of the Guarantor under this Guarantee Bond.
- 5. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which notice of a claim in writing containing particulars of such breach has been made upon the Guarantor before Expiry.
- 6. The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.
- 7. This Guarantee Bond and the benefits thereof may be assigned by the Employer to any party to whom it assigns its interest under the Contract at any time and references to the Employer shall include its assigns.
- 8. This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.
- 9. A person who is not a party to this Guarantee Bond shall have no rights under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any terms of this Guarantee Bond and the application of the Act to this Guarantee Bond is hereby expressly excluded.

Upgrade of Stage Rigging: Festival Hall Appendix C

#### The Schedule

The Contractor:
[] whose [address] registered office address is at []
The Guarantor:
[] whose registered office address is at []
The Employer:
[] ("Company No:) whose registered office address is at [] The Contract:
A contract [dated the [] day of [] ] [to be entered into] between the Employer and the Contractor in the form known as [] for the construction of works comprising [] (the 'Development') for the original contract sum of [] pounds (£ [])
The Bond Amount:
The Bond Amount shall be 10% of the Contract Sum as defined in the Contract and which shall be equal to the sum of $\pounds$ [] pounds sterling ( $\pounds$ [])
Expiry:
The issue of the final Certificate of Making Good of defects in respect of the Development.
IN WITNESS whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a Deed this [] day of [] Two Thousand and [].
EXECUTED as a DEED by
CONTRACTOR
acting by two directors or a director Director
and the secretary:
Director/Secretary

Upgrade of Stage Rigging: Festival Hall Appendix C

EXECUTED as a DEED by	
GUARANTOR	
acting by two directors or a director	Director
and the secretary:	
	Director/Secretary
EXECUTED as a DEED by	
EMPLOYER	
acting by two directors or a director	Director
and the secretary:	
	Director/Secretary

Upgrade of Stage Rigging: Festival Hall Appendix D

#### APPENDIX D SUB-CONTRACTOR COLLATERAL WARRANTY

Dated		201
(1) [BENEFIC FUNDER		T/EMPLOYER/OTHER]
(2) [SUB-COI	NTRACTOR]	
(3) [CONTRA	CTOR]	
SUB-CONTR	ACTOR'S COLLATER	AL WARRANTY
relating to		
relating to	]	

Upgrade of Stage Rigging: Festival Hall Appendix D

Upgrade of Stage	Rigging:	Festival	Hall
Appendix D			

THIS DEED is made the 201[]

#### **BETWEEN:**

(1) **[BENEFICIARY NAME]** (Company Number [ ]) whose registered office is at [ ] which expression shall include its successors in title and assigns and those deriving title under it or them (the **Beneficiary**); and

(2) **[SUB-CONTRACTOR]** (Company Number [ ]) whose registered office is at [ ] (the **Sub-Contractor**); and

(3) 1\*[CONTRACTOR] (Company Number) whose registered office is at [
] (the Contractor)

#### WHEREAS:

- (A) By a contract between Harrods Limited (the **Employer**) and the Contractor dated [ ] (the **Building Contract**), the Contractor has been appointed by the Employer to carry out and complete the Building Contract Works (as defined below) in relation to the Project (as defined below).
- (B) By a contract between the Sub-Contractor and the Contractor dated [ ] (the Sub-Contract), the Sub-Contractor has been appointed by the Contractor to carry out and complete the Sub-Contract Works (as defined below) in relation to the Project (as defined below).

#### **EITHER**

(C) By virtue of the finance agreement between [ ] and the Beneficiary dated [ ], the Beneficiary has agreed to provide finance for the carrying out of the Project. [FOR FUND VERSION ONLY]

OR

(C) By virtue of the agreement between [ ] and the Beneficiary dated [ ], (the **Agreement**) the Beneficiary has agreed to purchase a freehold or leasehold interest in the whole or a part of the completed Project. [FOR PURCHASER VERSION]

OR

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<sup>&</sup>lt;sup>1</sup> Note: asterisk denotes provision applicable only where the Beneficiary is a Funder or the Employer

(C)	By virtue of the agreement between the Beneficiary has [insert reason warranty].	a [ ] and the Beneficiary dated [ ], why third party may be entitled to a collateral	
OR			
(C)	By virtue of the Building Contract, the Beneficiary has employed the Contractor to carry out and complete the Project. [FOR EMPLOYER VERSION]		
(D)	As a condition of and in consideration for the Employer permitting the Contractor to sub-contract the Sub-Contract Works to the Sub-Contractor, the Contractor has agreed to procure from its Sub-Contractor this Deed for the benefit of the Beneficiary.		
NOW	THIS DEED WITNESSES:		
1.	DEFINITIONS AND INTERPRETATIONS	ΓΙΟΝ	
1.1	The following expressions wherever they occur in this Deed shall have the respective meanings ascribed to them below:		
	Works	defined in the Building Contract	
	Project	[ ]	
	Statutory Requirements	any Act of Parliament, European Community Law or European Directives, any regulations, consents or bye-laws of any Local Authority or statutory undertaker which has any jurisdiction with regard to the Project or to the Sub-Contract Works or with whose systems the Sub-Contract Works or part of the Sub-Contract Works are or will be connected	
	Sub-Contract Works	[ ]	
1.2	The clause headings in this Deed a not affect its interpretation.	re for the convenience of the parties only and do	
1.3	Words importing the singular mear	ning shall include, where the context so admits,	

Appendix D

the plural meaning and vice versa.

Appendix D

1.4 Words denoting the masculine gender shall include the feminine and neuter genders and words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.

- 1.5 Where the context so admits, references in this Deed to a clause are to a clause of this Deed.
- 1.6 References in this Deed to any statute or statutory instrument shall include and refer to any statutory amendment or re-enactment thereof from time to time and for the time being in force.

#### 2. SUB-CONTRACTOR'S WARRANTIES

- 2.1 The Sub-Contractor acknowledges and warrants to and covenants with the Beneficiary that:
  - 2.1.1 it has carried out or that it will carry out each and all of its obligations duties and undertakings expressed in or arising out of the Sub-Contract when and if such obligations duties and undertakings shall become due and performable;

and, notwithstanding the provisions of the Sub-Contract, the Sub-Contractor further acknowledges and warrants to and covenants with the Beneficiary that:

- 2.1.2 it has exercised and shall continue to exercise all the reasonable skill care and diligence to be expected of an appropriately qualified and competent designer of the relevant discipline, experienced in carrying out the design of works of a similar size scope and complexity to the Sub-Contract Works, in relation to:
  - (a) the design of the Sub-Contract Works insofar as the Sub-Contract Works have been or will be designed by the Sub-Contractor and its servants, agents, sub-contractors or suppliers; and
  - (b) the selection of materials and goods for the Sub-Contract Works insofar as such materials and goods have been or will be selected by the Sub-Contractor its servants, agents, sub-contractors or suppliers
- 2.1.3 it shall ensure that the Sub-Contract Works will when completed comply with the Statutory Requirements and building regulations; and
- 2.1.4 it shall ensure that the Sub-Contract Works when completed shall satisfy in all respects any performance specification or requirement included or referred to in the Sub-Contract;

Lighting Rigging Upgrade: Festival Hall Appendix D

- 2.1.5 the Sub-Contract Works and the materials and goods used therein will correspond as to description quality and condition with the requirements of the Sub-Contract and be of sound manufacture and workmanship;
- 2.1.6 the issue of any statement of practical completion in respect of the Sub-Contract Works or the issue of any notice of completion of making good defects under the terms of the Sub-Contract shall be no defence to any proceedings brought by the Beneficiary as a result of any default by the Sub-Contractor of any of its obligations liabilities or duties arising under the terms of this Deed;
- 2.1.7 in respect of such matters as lie within the scope of the Sub-Contract the Sub-Contractor acknowledges that it owes to the Beneficiary a duty of care in carrying out its obligations and duties in connection with the Project and acknowledges further that the Beneficiary is relying upon the Sub-Contractor's reasonable skill care and diligence.
- 2.2 The obligations of the Sub-Contractor contained in this Deed shall not be released, diminished or in any other way affected by any approval or inspection by the Beneficiary of the Sub-Contract Works or the Project or any part thereof or any documents or materials comprised therein nor by any appointment by the Beneficiary of a third party to carry out any independent inspection, investigation or enquiry into the Project or the Sub-Contract Works nor by any action or omission of any such third party whether or not such action or omission might give rise to some independent liability of the third party to the Beneficiary.

#### 3. INSURANCE

3.1 The Sub-Contractor hereby warrants to the Beneficiary that it holds and undertakes to maintain with reputable insurers, for a period expiring no earlier than 12 years after the date of the Practical Completion Statement of [Sectional Completion Statement for the last Section of]<sup>2</sup> the Works and notwithstanding the termination for any reason of the Sub-Contractor's employment under the Sub-Contract, [professional indemnity] [product liability]<sup>3</sup> insurance, to cover any liability which it may incur under this Deed with a limit of indemnity of not less than £2,000,000.00 for any one claim or series of claims arising out of any one event [other than for claims which may arise out of or in connection with pollution or contamination, for which the required minimum indemnity limit is not less than £[state sum] in the aggregate]<sup>4</sup> PROVIDED always that such insurance continues to be available to

<sup>&</sup>lt;sup>2</sup> Words in square brackets to be incorporated ONLY where the Works are divided into Sections. In other cases, DELETE them.

<sup>&</sup>lt;sup>3</sup> Select either professional indemnity or product liability, as is appropriate.

<sup>&</sup>lt;sup>4</sup> Delete words in square brackets if there is no separate limit for pollution/contamination claims.

Appendix D

sub-contractors of similar standing, on reasonable terms and at commercially reasonable rates and the Sub-Contractor will obtain confirmation from its brokers of the existence of such insurance cover whenever reasonably requested so to do by the Beneficiary.

3.2 If such insurance ceases to be so available, the Sub-Contractor will immediately notify the Beneficiary and will obtain such reduced and/or alternative insurance as is available and as would be reasonable in the circumstances for it to obtain.

#### 4. <sup>5</sup>COPYRIGHT

- 4.1 The Sub-Contractor shall as soon as is practicable (and in any event within 14 days) following the written request of the Beneficiary, provide to the Beneficiary a complete set (or any specified part thereof) of copies of any drawings and other documents prepared by or on behalf of the Sub-Contractor in connection with the Project. The Beneficiary shall pay the Sub-Contractor's reasonable copying charges for these materials.
- 4.2 The copyright in all drawings, reports, specifications, bills of quantities, calculations and other similar documents provided by the Sub-Contractor in connection with the Project shall remain vested in the Sub-Contractor.
- 4.3 The Beneficiary shall have an irrevocable assignable non exclusive royalty-free licence to copy use or modify such drawings and other documents as referred to in clause 4.2 above and to reproduce the designs contained in them for any purpose related to the Project including but without limitation the construction, completion, modification, maintenance, letting, sale, promotion, advertisement, extension, reinstatement, alteration and repair of the Project. Such licence shall carry the right to grant sub-licences to third parties and shall be transferable on the same terms.
- 4.4 The Sub-Contractor shall not be liable for any such use or modification by the Beneficiary or its appointee of any drawings and other documents for any purpose other than for which they were originally prepared and provided under the Sub-Contract.

#### 5. 6OBLIGATIONS PRIOR TO TERMINATION OF THE SUB-CONTRACT

5.1 The Sub-Contractor covenants with the Beneficiary that it will not exercise nor seek to exercise any right to terminate his engagement under the Sub-Contract or to discontinue the carrying out of any of his obligations in relation to the Project for any reason whatsoever, including any breach on the part of the Contractor, without

<sup>&</sup>lt;sup>5</sup> Clauses 4.2, 4.3 and 4.4 may be deleted if copyright rests with the Employer

<sup>&</sup>lt;sup>6</sup> Clauses 5 and 6 should only be included in warranties in favour of a Funder or Employer

Appendix D

giving to the Beneficiary not less than twenty eight days' notice of his intention to do so and specifying the grounds for the proposed termination or discontinuance.

- 5.2 Any period stipulated in the Sub-Contract for the exercise by the Sub-Contractor of a right of termination shall nevertheless be extended, as may be necessary, to take account of the period of notice required under clause 5.1.
- 5.3 Compliance by the Sub-Contractor with the provisions of this clause shall not be treated as a waiver of any breach on the part of the Contractor giving rise to the right of termination, nor otherwise prevent the Sub-Contractor from exercising his rights after the expiration of the notice, unless the right of termination shall have ceased under the provisions of clause 6.

#### 6. "STEP-IN" RIGHT

- The right of the Sub-Contractor to terminate his engagement under the Sub-Contract shall cease if, within the period of twenty eight days referred to above, the Beneficiary (which expression shall for the purposes of this clause 6 include any receiver, administrative receiver or other appointee (in each case an "Appointee") appointed by the Beneficiary) shall give notice to the Sub-Contractor:
  - 6.1.1 requiring him to continue his obligations under the Sub-Contract in relation to the Project;
  - 6.1.2 acknowledging that the Beneficiary is assuming all the obligations of the Contractor under the Sub-Contract; and
  - 6.1.3 undertaking to the Sub-Contractor to discharge all payments which may subsequently become due to the Sub-Contractor under the terms of the Sub-Contract and to pay to the Sub-Contractor any sums which have become due and payable to him under the Sub-Contract but which remain unpaid.
- 6.2 Upon compliance by the Beneficiary with the requirements of clause 6.1, the Sub-Contract shall continue in full force and effect as if the right of termination on the part of the Sub-Contractor had not arisen and in all respects as if the Sub-Contract had been entered into between the Sub-Contractor and the Beneficiary to the exclusion of the Contractor.
- 6.3 Notwithstanding that as between the Contractor and the Sub-Contractor the Sub-Contractor's right of termination of the Sub-Contract may not have arisen, the provisions of clause 6.2 shall nevertheless apply if the Beneficiary gives notice to the Sub-Contractor and the Contractor to that effect and the Beneficiary complies with the requirements on his part under clause 6.1.
- The Sub-Contractor shall not be concerned or required to enquire whether, and shall be bound to assume, that as between the Beneficiary and the Contractor

Appendix D

circumstances have occurred which permit the Beneficiary to give notice under clause 6.3.

- 6.5 The Sub-Contractor, acting in accordance with the provisions of this clause 6, shall not by so doing incur any liability to the Contractor.
- The Contractor by the execution of this Deed agrees to the terms and conditions of this Deed.
- 6.7 In the event that the Beneficiary shall appoint an Appointee for the purpose of exercising its rights under this clause 6, such Appointee shall act on behalf of the Beneficiary and shall have no personal liability to the Sub-Contractor but the Beneficiary shall be liable to the Sub-Contractor as guarantor for the payment of all sums from time to time due to the Sub-Contractor from the Appointee.
- 6.8 The Sub-Contractor shall not allow any other beneficiary of a deed of warranty to exercise any step-in rights in priority to the rights of the Beneficiary under this clause.

#### 7. NOTICES

- 7.1 Any notice to be given by a party hereunder shall be given in writing and be deemed to be duly given if it is delivered by hand or sent by recorded delivery or given by facsimile transmission to the other party at the address of its registered office (or other address for service as the party to be served may have previously notified in writing to the other party).
- 7.2 In the case of any such notices the same shall if sent by recorded delivery be deemed to have been received forty-eight hours after being posted and if delivered by hand at the time of delivery and if given by facsimile transmission shall be deemed effective two hours after transmission.

#### 8. ASSIGNMENT

- 8.1 The whole of the benefit of this Deed may be assigned:
  - 8.1.1 initially by the Beneficiary and subsequently by an assignee, by way of security or by way of re-assignment on redemption on an unlimited number of occasions; and
  - 8.1.2 initially by the Beneficiary and subsequently by an assignee, by way of absolute legal assignment, on a total of two other occasions only.

#### 9. GENERAL

9.1 No action or proceedings for any breach of this Deed shall be commenced against the Sub-Contractor after the expiry of 12 years from the date of Practical Completion of the Works under the Building Contract.

Lighting Rigging Upgrade: Festival Hall Appendix D

- 9.2 The parties hereto acknowledge and agree that it is not their intention for any term or provision of this Deed to confer or purport to confer on any third party any benefit or any right to enforce any provision of this Deed pursuant to the provisions of the Contract (Rights of Third Parties) Act 1999.
- 9.3 Any failure by either party to enforce any provisions of this Deed shall not be construed as a waiver of the right to enforce such provision.
- 9.4 Nothing in this Deed shall in any way prejudice or affect any other rights or remedies (whether under any contract, at law, in equity or otherwise) which the Beneficiary would have against the Sub-Contractor in the absence of this Deed.
- 9.5 This Deed shall be governed by and construed according to the English law and any dispute or difference arising hereunder shall be subject to the jurisdiction of the English Courts.

**IN WITNESS** whereof this Deed has been duly executed and delivered on the date first before written

EXECUTED as a DEED by

[BENEFICIARY]

acting by:

Director/Secretary

EXECUTED as a DEED by

[SUB-CONTRACTOR]

acting by:

Director/Secretary

EXECUTED as a DEED by

[CONTRACTOR]

acting by:

Director/Secretary

Director/Secretary

Upgrade of Stage Rigging: Festival Hall Appendix E

APPENDIX E SUGGESTED SPECIALIST CONTRACTORS FOR THE UPGRADE OF STAGE RIGGING.

# T H<sub>P</sub>E<sub>L</sub>A<sub>N</sub>R E

# Petersfield Festival Hall

# Suggested Stage Engineering Contractors Stage Engineering (SEC)

PFH764-THP-XX-XX-SP-YP-005599

Revision: P01

### Centre Stage Engineering Ltd.

Unit 4, Highland Close Fisons Way Industrial Estate Thetford Norfolk IP24 1HG

John Deacon: info@centre-stage.co.uk

0844 499 6250

www.centre-stage.co.uk

#### J&C Joel Limited

Corporation Mill **Corporation Street** Sowerby Bridge Halifax HX6 2QQ

uksales@icioel.com 01422 833835 jcjoel.com

### **MRL Systems**

Lifting Technology Ltd 9 Collins Way Dereham NR19 1GU UK

Luke Johnson: <a href="mailto:luke.j@mrl-systems.com">luke.j@mrl-systems.com</a>

01362 652700

Home - MRL Systems (mrl-systems.com)

## Safe Stage Services

Unit 5, Sowerby Bridge Business Park Victoria Road Halifax HX6 3AE

Richard Turner: richard.turner@safestageservices.com

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01422 316608

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