

ABBREVIATIONS

Abbreviations used within this document:

BCIS	The Building Cost Information Service of the Royal Institution of Chartered Surveyors
BEC	Building Employers' Confederation
BS	British Standard
BSI	British Standards Institution
CAD	Computer Aided Design
CDM	Construction Design & Management
CP	Contractor's Proposals
EA	Employer's Agent
ERD	Employer's Requirements Document
GIA	Gross Internal Area
GEA	Gross External Area
HSE	Health and Safety Executive
ICE	Institution of Civil Engineers
ISVA	Incorporated Society of Valuers and Auctioneers
JCT	Joint Contracts Tribunal Limited
NIA	Net Internal Area
NJCC	National Joint Consultative Committee for Building
PC Sum	Prime Cost Sum
QS	Quantity Surveyor
RIBA	Royal Institute of British Architects
RICS	Royal Institution of Chartered Surveyors

DEFINITIONS

Definitions used within this document:

The Planning Authority - **Basingstoke and Deane Borough Council**

1.00 PROJECT DETAILS

1.01 The Site is located as follows:

Pamber Heath Memorial Hall, Pamber Heath Road, Pamber Heath, Tadley, Hampshire, RG26 3TQ

The proposed Site boundaries are to be confirmed between the Contractor and the Employer's Agent, hereinafter referred to as the EA, prior to any work commencing on the Site.

1.02 The proposed development (hereinafter referred to as the Works) includes, inter alia, the alterations, extension and refurbishment of Pamber Heath Memorial Hall

The full requirements for the Works are described in more detail elsewhere within the Employer's Requirements Documents.

1.03 Drawings and Documents indicating the Works are included herein at Appendix A

1.04 Planning Consents for the Works has been obtained and is enclosed within Appendix D

1.05 The Employer is:

c/o Parish Council Clerk
Pamber Heath Memorial Hall Committee
Pamber Heath Road
Tadley
Hampshire
RG26 3TQ

1.06 The Employer's Agent (hereinafter referred to as the EA) is:

SG Consulting (South East) Limited	Tel: 01256 638 000
Arena Business Centre	Contact: Mr Stuart Allcock
The Square	
Basing View	
Basingstoke	
Hampshire	
RG21 4EB	

1.07 The Principal Designer is:

North Haven Design & Build Limited	Tel: 07463 887 081
Church Farm Cottage	Contact: Andrew Keen
Church Lane	
Margaret Marsh	
Shaftesbury	
SP7 0AZ	

1.08 The Quantity Surveyor (hereinafter referred to as the QS) is:

SG Consulting (South East) Limited	Tel: 01256 638 000
Arena Business Centre	Contact: Mr Sean Strangwick
The Square	
Basing View	
Basingstoke	
Hampshire	
RG21 4EB	

1.09 The Structural Engineer is:

AKSWard Limited
Seacourt Tower
West Way
Oxford
OX2 0JJ

Tel: 01865 240 071
Contact: Mr John Winterbottom

1.10 The Approved Inspector is:

OWL Building Control Solutions Limited
Unit 9 New Mills
Post Office Road
Inkpen
Hungerford
Berkshire
RG17 9PU

Tel: 01488 669124 / 07557 980903
Contact: Brian Gerhardt

1.11 The Employer requires the Contractor to complete and accept total responsibility for the entire design for the Works, obtain, any necessary approvals including, inter alia, Building Regulations Approval and to carry out and complete the management and construction of the Works in accordance with the Employer's Requirements and the intent thereof for a Contract Sum to be set out in the Contract Sum Analysis (see Section 8.00).

2.00 DEVELOPMENT CONTROL REQUIREMENTS

2.01 **"Development Control Requirements"** are defined as "any statutory provisions and any decision of a relevant authority thereunder which control the right to develop the Site". This is intended to cover planning requirements under statute and any requirement of the Planning Authority.

2.02 **"The Planning Authority"** is Basingstoke and Deane Borough Council (the relevant local planning authority for the time being) or The Planning Inspectorate or The Secretary of State for the Environment.

Planning Consent for the relevant Works has been obtained and is enclosed within Appendix D along with the Conditions currently discharged. Condition 12 has been submitted to the Planners and discharge of this Condition is awaited.

~~The Contractor shall be required to make enquiries and ascertain if Planning Consent is required. If Planning Consent is required, obtain the necessary Planning Consents and clear all Planning Consent conditions and every other permission, consent, permit, licence, approval, stopping up notice, land agreement which is required (by any statutory requirements, contract or otherwise) for the complete implementation of the Works in full compliance with all such planning requirements and to allow for and pay all fees and costs in connection therewith.~~

It will be the responsibility of the Contractor, pursuant to the Planning Consent conditions, to provide information materials, goods, services etc. in order to enable him to comply with conditions regarding, inter alia, samples of materials and finishes, protection of existing trees etc.

The Contractor shall be responsible for complying with and discharging the advisory Planning Conditions and to allow all costs associated therewith.

The Contractor must make all necessary enquiries of the Employer, and, with the prior approval of the Employer, the Planning Authority, and all other relevant parties to ensure a full and complete understanding of the Planning Consent requirements.

2.03 The Contractor will be wholly responsible for obtaining Building Regulations Approval and for ensuring that both the design and construction of the Works comply fully with the recommendations and requirements of the Building Regulations, Building Inspector, Fire Officer and any other statutory requirements. The Contractor shall allow for and will pay all fees and costs in connection therewith.

2.04 The Contractor's responsibilities for obtaining Building Regulations Approval as part of this project are to include inter alia:

1. all design development work including full design team input as necessary;
2. liaison with all relevant Statutory Bodies including Building Inspector and Fire Officer;
3. all construction works.

All costs associated with the above are to be borne by the Contractor, including and specifically all construction and related costs, payments to Sub-contractors and consultants.

Approved Inspector fees will be paid for directly by the Employer.

- 2.05 The Contractor and his designers are to ensure full compliance with all the requirements of the Construction (Design and Management) Regulations 2015 and the HSE Approved Codes of Practice.
- 2.06 The Contractor and his Sub-contractors, Suppliers and designers must, in carrying out the design and construction of the Works and in discharging all their other duties under this Contract, comply with all statutory requirements including all conditions of the Disability Discrimination Act in line with its full implementation in October 2004 and (without prejudice to the generality of this obligation):
1. pay or procure the payment promptly of all fees and other charges due in accordance with any statutory requirements;
 2. notify the Employer forthwith of full particulars of any notice received from any Public Authority by the Contractor or any of the designers Sub-contractors of Suppliers or any actual or alleged failure to comply with any statutory requirements (including a copy of any relevant notice or proceedings), and to comply with all proper and reasonable requirements of the Employer in relation thereto.
- 2.07 The Contractor will allow the Employer / EA to have a minimum of 10 working days to comment / approve any information with regard to the Works.
- 2.08 The Contractor is to review all Employer's Requirements and advise the EA immediately of any conflicts within or between documents, The EA will in turn inform the Contractor which will prevail.
- Should any conflicts be established following a binding Contract coming into existence between the Employer and the Contractor (including a Letter of Appointment and / or Intent) then the EA will decide which conflict shall prevail and no costs will be able to be claimed by the Contractor in such instance.
- 2.09 The contractor will pay for all fees in association with scaffolding works / hoarding licences / road closures / parking bay suspensions and the like

3.00 WORKS REQUIREMENTS

- 3.01 The general layout and appearance of the Works shall be as shown on the relevant Architect's drawings, included Appendix A, as amended by the Contractor's Proposals. The Contractor shall not make any variations or amendments to the general layout and / or external appearance and / or specifications without the prior written consent of the Employer, which shall not be unreasonably withheld.
- 3.02 The internal layout shall be as shown on the relevant drawings listed herein at Appendix A. The Contractor shall not make any variations or amendments to the internal layout without the prior written consent of the Employer.
- 3.03 The Works shall be designed and constructed in accordance with the requirements of Appendix A (Drawings), as amended by the Contractor's Proposals
- 3.04 The following elements of the Works shall be designed and constructed to provide the following minimum life expectancies

Material / Element	Life Expectancy
Internal walls / ceilings	15 years
Internal doors, ironmongery	15 years
Kitchens	5 years
Mechanical systems (new installations)	15 years
Electrical systems	15 years
Internal decorations	5 years

- 3.05 The life expectancy of the Works shall, as a minimum, be in accordance with the appropriate Codes of Practice.
- 3.06 The Works shall be designed and constructed to achieve the minimum reasonable maintenance and running costs throughout the life span.
- 3.07 There shall not be specified nor used in or in conjunction with the Works any goods, materials, substances or products which are not in accordance with the British Standards and Codes of Practice or otherwise generally known or suspected within the construction or engineering industries at the time of use or specification (as appropriate) to be deleterious to health and safety or to the durability of the Works in the particular circumstances in which they are used.
- 3.08 The Contractor shall not incorporate any of the following deleterious materials in the design, specification or construction of the Works:
- .1 high alumina cement in structural elements;
 - .2 wood wool slabs in permanent formwork to concrete or in structural elements;
 - .3 calcium chloride admixtures for use in reinforced concrete;

- .4 asbestos or asbestos-containing products, as defined in the Asbestos Regulations 1987 or any statutory modification or re-enactment thereof;
- .5 asbestos substitutes or any naturally occurring or man-made fibres, for example rock-wool or slag wool, with a thickness of 3 microns or less and a length of 200 microns or less, unless they are appropriately sealed to prevent migration of fibres;
- .6 aggregates for use in reinforced concrete which do not comply with British Standard Specification 882 : 1992 and aggregates for use in concrete which do not comply with British Standard Specification 8110 : 1985;
- .7 lead, lead paint or any other materials containing lead which may be ingested, inhaled or absorbed, except where copper alloy fittings containing lead are specifically required in drinking water pipework by any relevant statutory requirements;
- .8 urea formaldehyde foam or other materials which may release formaldehyde in quantities which may be hazardous with reference to any limits set by the Health and Safety Executive;
- .9 silicate bricks or tiles;
- .10 vermiculite unless it is established as being fibre-free;
- .11 any of the products containing cadmium that are referred to in the Environmental Protection (Controls on Injurious Substances) (No 2) Regulations 1993;
- .12 any timber treated with pentachlorophenol;
- .13 calcium silicate or sandlime bricks or tiles;
- .14 slipbricks;
- .15 vermiculite plaster;
- .16 sprayed vermiculite on steelwork as fire protection or in board or granular form;
- .17 polyisocyanurate foam;
- .18 polyurethane foam;
- .19 extruded polystyrene other than low ozone depletion materials;
- .20 clayboard used as a void former;
- .21 Spanish artificial slates;
- .22 concrete, concrete blocks and concrete products made with aggregates from rock types such as slate shales and sandstones with a high proportion of clay material and in particular pyretic slates;
- .23 woodcrete or chipcrete;
- .24 crocidolite;
- .25 fibre reinforced glass;

- .26 tricovit concrete;
- .27 materials which are generally composed of fibres either man-made or naturally occurring which have a diameter of 3 microns or less and a length of 200 microns or less or which contain fibres not sealed or otherwise stabilised to ensure that fibre migration is prevented;
- .28 any other materials not in accordance with statutory requirements, British Standards, Codes of Practice and good building practice current at the time of specification;
- .29 other substances generally known in the building industry at the time of their specification or use to be deleterious to the durability of the works or health and safety whether in themselves, in the quantities used, or in conjunction with other substances.

Provided that where in the opinion of the Contractor this results in any conflict with any relevant statutory requirements or where the carrying out of the Works in accordance with the Contract would be prejudiced through lack of suitable alternatives, then the EA shall immediately notify the Employer in writing specifying the conflict or prejudice which has arisen and the substance which the Contractor wishes to stipulate or use and the Contractor shall not stipulate nor use the same without, in each case, the prior written consent of the Employer.

- 3.09 The Works shall incorporate adequate health and safety features for the safe use thereof and for the safe carrying out of all maintenance in accordance with the Operating and Maintenance Manuals.
- 3.10 The Works shall be designed and constructed to meet the requirements of all applicable legislation.
- 3.11 The Works shall be designed and constructed to comply with:
 - .1 Relevant and applicable British Standards and Codes of Practice (including the Code of Practice for the Construction of Buildings published by the Loss Prevention Council);
 - .2 Building Regulations;
 - .3 Planning Consent and any Conditions;
 - .4 Fire Officer Requirements;
 - .5 Requirements and recommendations of the Health and Safety Executive (hereinafter referred to as the HSE);
 - .6 Requirements of the Local Authority;
 - .7 As a minimum, recognised Funding Institutions' standards and requirements, as an institutional investor taking a long term interest in the Works;
 - .8 Recognised good construction practice.

- 3.12 All materials (including, inter alia equipment, machinery, goods, substances and products) shall be of good quality and in accordance with the Employer's Requirements. All workmanship shall comply with recognised good practice and shall be of good quality.
- 3.13 The Contractor shall make, in writing, all reasonable enquiries of the Employer, the Landlord, the Building Manager, the Local Authority and any other party which he deems necessary in order to seek a full and complete understanding of the required Works.
- 3.14 The design, construction and completion of each element of the Works shall in all respects take full account of the intended use of the completed Works. The Contractor shall ensure that upon Practical Completion / Date for Completion, the Works shall be in accordance with the Employers Requirements. The Contractor must make all reasonable enquiries of the Employer to seek a full and complete understanding of the intended use of the completed Works.
- 3.15 The Contractor must allow for all works (permanent and / or temporary) to adjacent and adjoining property, buildings, structures, roads, footpaths, drains, services and the like which are necessary to carry out and complete the Works in accordance with the Employer's Requirements.
- 3.16 The design, construction and completion of each element of the Works and Contract Sum shall in all respects take full account the requirements and guidelines as set out in the following documents annexed hereto:

Appendices A to J inclusive

4.00 EMPLOYER'S REQUIREMENTS

4.01 The Works comprise the following – inter alia – requirements:

| The alterations, extension and refurbishment of Pamber Heath Memorial Hall, Pamber Heath Road, Pamber Heath, Tadley, Hampshire, RG26 3TQ

4.02 The full requirements for the Works are described in more detail elsewhere within the Employer's Requirements Documents.

5.00 SITE INFORMATION

5.01 The Contractor's attention is drawn to the existing Site boundary. The Contractor must, before entering into a contract with the Employer, make or carry out all such enquiries and investigations as he deems necessary to ascertain, the history and condition of the existing site boundaries generally. The Contractor must also, before entering into a contract with the Employer, make or carry out enquiries and investigations as he deems necessary to ascertain any works required to the existing site boundaries generally, so as to ensure that the design and construction of the Works are adequate in every respect.

5.02 The Contractor must, before entering into a contract with the Employer, make or carry out all such enquiries and investigations as he deems necessary to ascertain the history of the Site so as to ensure the safe carrying out of the Works and so as to ensure that the design and construction of the Works are adequate in every respect.

The Contractor must examine all 'base build' O&M's and other information which has previously been issued to the Contractor. The Contractor must make all necessary enquiries and investigations as he deems necessary in this respect should he require further information.

5.03 The Contractor is to ascertain for himself the location of all existing services (which shall include gas, water, electricity and telecommunications services, street lighting, drains (foul and surface water), ducts, tubes, tunnels and the like), existing on the Site and adjacent to the Site (underground and over-ground), that may be affected by the carrying out of the Works and is to allow for all costs in connection with upholding, protecting same and, if necessary, temporarily and / or permanently diverting and reinstating these services or connections thereto in order to complete the Works.

5.04 The Contractor shall make all necessary enquiries of Service Utilities Companies and other services providers in relation to the Works to ensure that due allowance is made in the Contract Sum, programming the Works, and include for all co-ordination and attendance necessary to execute the Works.

For the avoidance of doubt, the Contractor is to allow for all builders work in connection with the services installations and for ascertaining, managing, arranging and paying the incoming services charges and services connection charges (including, inter alia, that for any substation required). The Contractor is to make enquiries of the Services Utilities to ensure that all costs are included within the Contract Sum for any required incoming services, metering and the like.

5.05 The Contractor shall make all necessary enquiries of the Services Utilities Companies and other services providers in relation to the Works and the previous use of the Site to ensure that due allowance is made in programming the Works and include for all costs and charges necessary to locate and carry out necessary works and / or incoming services and / or diversions to existing services / drainage and the like on the site.

5.06 The Contractor shall allow for carrying out all other investigations, surveys and enquiries which he deems are necessary for the full and proper design and construction of the Works covered by the Contractor's Proposals. Ensure incoming services are adequate for the proposed works and / or allow for all required new / upgraded / additional incoming services

5.07 The Contractor shall make all necessary enquiries of the Landlord, Service Utilities Companies and other services providers in relation to the Works to ensure that due allowance is made in programming the Works and include for all co-ordination and attendance necessary to execute the Works.

- 5.08 All utility works are to be carried out within the specific programme periods indicated on the construction programmes contained within the Contractor's Proposals.
- 5.09 For the avoidance of doubt, the Contractor is to co-ordinate all Service Utilities Companies in connection with the services installations.
- 5.10 The Contractor's Proposals must incorporate and allow for the findings or results of any investigation, surveys and / or enquiries as set out above.
- 5.11 All necessary measures shall be taken to protect the Works and the Site from vandalism, theft and access by non-authorised personnel and to protect the general public from personal injury and protect against damage to surrounding property.
- 5.12 The Contractor must note that a Nursery operates from the Village Hall which will remain operational during the build. In addition, the Hall will continue to be used during the works.

Ensure safeguarding of the children is maintained at all times. No photography will be allowed on site by the site operatives. The Site Manager is to be DBS checked and approved.

Due regard for phasing of the works / access and egress into the site / segregation of the site / deliveries etc. must be made at all times. A site logistic plan and phasing plan is to be provided to and agreed by the EA and Employer prior to the works commencing. The contractor's tender must make due allowance for phasing of the works.

Ensure all power / lighting / heating to the operational parts of the building are maintained at all times

6.00 CONTRACTOR'S OBLIGATIONS

A11 THE PROJECT GENERALLY

PROJECT: TITLE AND LOCATION

- 1001 The design and fitting out of Pamber Heath Memorial Hall, Pamber Heath Road, Pamber Heath, Tadley, Hampshire, RG26 3TQ

THE PARTIES

- 1005 The Employer is:

c/o Parish Council Clerk
Pamber Heath Memorial Hall Committee
Pamber Heath Road
Tadley
Hampshire
RG26 3TQ

- 1010 The Employer's Agent (hereinafter referred to as the EA) is:

SG Consulting (South East) Limited	Tel: 01256 638 000
Arena Business Centre	Contact: Mr Stuart Allcock
The Square	
Basing View	
Basingstoke,	
Hampshire	
RG21 4EB	

- 1025 The Principal Designer is:

North Haven Design & Build Limited	Tel: 07463 887 081
Church Farm Cottage	Contact: Andrew Keen
Church Lane	
Margaret Marsh	
Shaftesbury	
SP7 0AZ	

- 1030 The Quantity Surveyor (hereinafter referred to as the QS) is:

SG Consulting (South East) Limited	Tel: 01256 638 000
Arena Business Centre	Contact: Mr Sean Strangwick
The Square	
Basing View	
Basingstoke,	
Hampshire	
RG21 4EB	

A11 THE PROJECT GENERALLY (CONT/D)

DEFINITIONS

- 1571 CONTRACTOR: the term "Contractor" shall mean the individual or firm or company undertaking the Works and shall include the legal personal representatives of such individual or of the persons comprising such firm or company and the permitted assigns of such individual or firm or company.
- 1611 OFFICER: the term "Officer" shall mean the representatives of any Local Authority, Statutory Undertaker or Services Utility Company which has any jurisdiction with regard to the Works or with whose system the same are or will be connected.
- 1631 SELECTED, DIRECTED, APPROVED: the terms "selected", "directed" or "approved" or similar words, where used in these documents shall mean to the selection, direction or approval of the EA.
- 1651 BS: the term "BS" shall refer to the latest publication issued by the British Standards Institution at the time of tender.
- 1671 WORKS: the term "the Works" shall mean the whole of the Works envisaged by this Contract, including, unless expressly stated otherwise, the works of Sub-contractors, Suppliers, Local Authorities, Statutory Undertakings, Services Utilities Companies and the like.
- 1681 SITES: the term "the Site" shall mean Pamber Heath Memorial Hall, Pamber Heath Road, Pamber Heath, Tadley, Hampshire, RG26 3TQ
- 1682 ADJACENT OR ADJOINING PROPERTY: the term "adjacent or adjoining property" shall mean the property adjacent or adjoining the Site together with the associated existing features (see A22 : 3203).
- 1683 ADOPTED: work described as adopted or to be adopted shall refer to those sections of the completed Works which will be the subject of Local Authority adoption agreements.
- 1684 BEYOND THE BOUNDARY: work described as beyond the boundary shall refer to those sections of the Works which are beyond the boundary of the Site (see A11 : 1681).
- 1685 STATUTORY AUTHORITIES ETC: where either the words "Statutory Authorities, Statutory Bodies, Public Authorities or Services Utilities Companies" including derivatives thereof are used, they shall be deemed to include the appropriate water, gas, electricity and telecommunications suppliers and / or contractors.
- 1690 BASE DATE: the term "Base Date" shall mean 1 April 2022.

DRAWINGS AND DOCUMENTS

- 1701 THE CONTRACT DRAWINGS AND DOCUMENTS: will, as a minimum, be as listed on the Contents pages to the Employer's Requirements, including all Appendices and the contents contained therein. The Contractor's Proposals will also form part of the Contract Documents.
- 1801 INSPECTION: drawings and other documents relating to the Project may be inspected by prior appointment at the offices of the Employer and the Architect.

PRE-CONSTRUCTION INFORMATION

2005 THE PRE-CONSTRUCTION INFORMATION is enclosed within Appendix F – *to follow*

A12 THE SITE / EXISTING BUILDINGS

2052 THE SITE: Pamber Heath Memorial Hall, Pamber Heath Road, Pamber Heath, Tadley, Hampshire, RG26 3TQ

2100 ACCESS FOR TENDERING: access for inspection of the Site for tendering purposes shall be pre-arranged through the EA. The Contractor should note that the surrounding buildings, roads and footpaths are in continuous use at all times.

2101 ACCESS TO THE SITE: access and egress for executing the Works shall be assessed and determined by the Contractor and agreed in writing by the Employer. Access roads must not be obstructed either in whole or in part at any time. The Contractor shall control traffic within the Site and all roads, hardstandings and footpaths adjacent to the Site are to be kept clean at all times. If the Contractor fails to keep the adjoining roads, hardstandings and footpaths clean at all times, the Employer may employ others to keep such areas clean, and the cost thereof, including the cost of the Employer's management time will be deducted from any monies due to the Contractor. Access and egress to and from the Site shall be determined by the Contractor having regard to any requirements of the Employer, Local Authority, Statutory Bodies and the Police, which the Contractor must ascertain for himself, whereupon this is to be agreed in writing by the Employer.

2102 USE OF SITE: Do not use site for any purpose other than carrying out the Works. Keep all workmen and other persons within the area of building operations and prevent trespass by such persons.

2111 STORAGE: the Contractor will be confined to the area within the site boundaries to be agreed with the EA prior to commencement of any works / deliveries and the like

Details of Contractor's proposed site facilities location and any areas designated for the storage of building materials must be submitted to and approved in writing by the EA before development commences. Site facilities and building materials must not be located or stored elsewhere on site without the prior written permission of the EA.

The Contractor will be solely responsible for making arrangements with the Employer, Landlord, Building Manager, Local Authority, Statutory Bodies and the Police, adjoining owners and occupiers, etc., for all matters including deliveries to the Works during abnormal hours if necessary.

2151 WORKING AREA: the Contractor will be confined to the area within the Site boundaries (see A11:1681).

2201 ADJACENT AND ADJOINING BUILDINGS: The Contractor's attention is drawn to the proximity of the adjacent and adjoining buildings. The Contractor shall ascertain all necessary information in respect of the adjacent and adjoining buildings to allow the proper design and execution of the Works.

A12 THE SITE / EXISTING BUILDINGS (CONT/D)

2203 ENVIRONMENTAL RESTRICTIONS AND CONTROLS: the Contractor shall make himself fully and thoroughly familiar with all relevant requirements and shall comply fully with them at all times.

2205 ~~ARCHAEOLOGY: The Contractor shall make himself fully and thoroughly aware of the potential for the discovery of items of archaeological interest during the carrying out of the Works. The Contractor shall notify or procure that notice is given to the Employer of all objects of antiquity or value or of geological or palaeontological interest which do not by law belong to the Crown found in or unearthed from the Site during the carrying out of the Works.~~

~~All such objects (whether notified to the Employer or not) shall belong to and be at the disposal of the Employer.~~

~~Any question as to whether or not any object is an object falling within this description shall be as between the Contractor and the Employer be determined by the Employer.~~

~~The Contractor should be aware that an Archaeological Contractor may be carrying out a "watching brief" during the relevant phases of the carrying out of the Works. The Contractor shall make due allowance within his Construction Programme for the "watching brief".~~

~~The Contractor shall allow access to the Site for all authorised personnel to carry out a "watching brief" during excavation operations. The Contractor shall allow all authorised personnel to investigate excavations and arisings from excavations and shall co-operate fully with all reasonable requests made by all authorised personnel related to their "watching brief". Should the Local Authority seek to limit or stop the carrying out of the Works on discovery of artefacts, the Contractor shall notify the EA immediately and the Contractor shall comply with all reasonable requests made by the Local Authority.~~

2254 SITE VISIT: the Contractor must, before tendering, ascertain the nature of the Site (including adjacent property) and all local conditions and restrictions likely to affect the execution of the Works as no claim on the grounds of want of knowledge in such respect will be entertained or accepted (see also A12 : 2255). Arrangements to visit and inspect the Site should be made with the EA.

2255 SITE CONSTRAINTS: Normal operations in the vicinity of the Sites must not be obstructed at any time.

The Contractor must make due allowance in his tender, including the construction programme, for the effect which the particular constraints of the Site may have on the cost, sequencing and carrying out of the Works. The Contractor must make all necessary enquiries of the Employer in order that he has a full and complete understanding of the site constraints (see also Section 5.00).

2256 DELIVERY: Ensure that deliveries are co-ordinated such that no obstruction is caused to the existing roads.

2331 EARTH, CLAY, SAND AND GRAVEL: the Contractor is strictly prohibited from digging for earth, clay, sand and gravel, apart from the excavations and levels of same shown on the drawings and he will not be permitted to use any sand or gravel obtained from these excavations for concrete.

2335 ANTIQUITIES: subject to the provisions of the Ancient Monument and Archaeological Areas Act 1979, any antiquities found on the Site remain the property of the Employer.

A12 THE SITE / EXISTING BUILDINGS (CONT/D)

THE WORKS

3051 THE WORKS: Comprise the following:

The design and fitting out of Pamber Heath Memorial Hall, Pamber Heath Road, Pamber Heath, Tadley, Hampshire, RG26 3TQ

The full requirements for the Works are described in more detail elsewhere within the Employer's Requirements.

Refer to Sections 1 and 4, the drawings and the Specifications for a comprehensive description of the Works, included herewith.

The Contractor shall make all necessary enquiries of the Employer, EA and QS to satisfy himself as to the precise nature and extent of the Works if it is not totally clear to him from the tender documents and drawings.

3171 SEQUENCE AND METHOD OF CONSTRUCTION: the Contractor shall ensure that he is fully aware of and makes full allowance for the sequences and methods, etc., it is necessary to adopt for carrying out works of this scope, type and nature and in this location, as no subsequent claim on the grounds of insufficient knowledge will be entertained. The Employer and the Design Team are available for full discussions in this respect (see also A12 : 2255 and Section 5.00).

The Contractor's attention is drawn to, inter alia, item A12 : 2203 - Environmental Restrictions and Controls, when considering the sequence and method of construction and any restrictions and the like thereto.

3180 ~~CONSIDERATE CONSTRUCTORS SCHEME: before starting work register the Site with the Considerate Constructors Scheme Office, PO Box 75, Great Amwell, Ware, SG12 9UY, Tel. 01920 485959 and pay the appropriate fee. Comply with the Scheme's Code of Considerate Practice.~~

A13 FORM OF CONTRACT

- 1111 The Contract will be in the form of the JCT Standard Form of Design and Build Contract 2016 Edition
- 1113 The Contractor's attention is drawn to the means of effecting a binding contract by way of an Agreement to perform the Contract.
- 1114 The Contractor will be required to enter into such warranties for the benefit of such parties as the Employer shall nominate. The Contractor is responsible for procuring such warranties.
- The Employer or Contractor shall not unreasonably refuse to agree to any amendments or additions to the Forms of Warranty which may be required by each other.
- 1115 The Contractor's attention is drawn to the requirement for Deeds of Warranty to be provided by the Contractor in favour of the Employer ~~and or the Tenant~~
- 1117 The Contractor must allow for complying with all the requirements, duties and obligations placed upon him by the Contract.
- 1118 The Contractor must allow for complying with all the requirements, duties and obligations placed upon him by the Deeds of Warranty between the Contractor and / or Sub-Contractors and the Employer and / ~~or Tenant~~
- 1130 The Contractor shall be aware that it shall be a condition precedent to issue of the Taking-Over Notice / Certificate of Practical Completion that the required Warranties / and or Bonds shall be provided to the EA seven days before Taking-Over / the Date for Completion.
- 1140 DESIGN AND BUILD FORM OF CONTRACT: The form of contract will be the JCT Standard Form of Design and Build Contract 2016 Edition

Allow for the obligations, liabilities and services described therein against the headings below:

Refer to the Form of Contract and to Appendix B (Schedule of Completion of Contract Documents)

THE AGREEMENT

THE RECITALS

THE ARTICLES

THE CONTRACT PARTICULARS

THE CONDITIONS

1. Definitions and Interpretation

2. Carrying out the Works

A13 FORM OF CONTRACT (CONT/D)

THE CONDITIONS (CONT/D)

3. Control of the Works

4. Payment

5. Changes

6. Injury, Damage and Insurance

7. Assignment, Third Party Rights and Collateral Warranties

8. Termination

9. Settlement of Disputes

Schedule 1 – Contractor's Design Submission Procedure

Schedule 2 – Supplemental Provisions

Schedule 3 – Insurance Options

Schedule 4 – Code of Practice

Schedule 5 – Third Party Rights

Schedule 6 – Forms of Bonds

Schedule 7 – Fluctuation Options

A15 TENDERING / SUB-LETTING / SUPPLY

MAIN CONTRACT TENDERING

- 1051 SCOPE: these conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.
- 1101 TENDERING PROCEDURE: will be in accordance with the provisions of JCT Practice Note 6 (Series 2) 'Main Contract Tendering'.

PRICING / SUBMISSION OF DOCUMENTS

- 2020 PRICING OF CONTRACTOR'S OBLIGATIONS: The Contractor is to price each of the items within these Contractor's Obligations separately. Where an item is not priced it shall be deemed that no monetary value is attached to it or that costs relating to it have been included elsewhere in the Contractor's Obligations.

Each price must be related to an item in these Contractor's Obligations. No unrelated lump sums will be accepted.

- 2025 ALTERNATIVE METHOD TENDERS: In addition to and at the same time as tendering for the Works as defined in the tender documents, and at the Contractor's discretion, alternative method(s) of construction may be submitted for consideration. Alternatives which would involve significant changes to other work will not be considered.

Such alternative(s) will be deemed to be alternative tender(s) and each must include a complete and precise statement of the effects on cost and programme.

Carry out a health and safety risk assessment for each such alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.

Full technical data for each such alternative must be submitted with the Tender together with details of any consequential amendments to the design and/or construction of other parts of the Works.

- 2026 ALTERNATIVE TIME TENDERS: In addition to and at the same time as tendering based upon the date or period specified in Section A13, and at the Contractor's discretion an alternative tender based upon a different date for completion or period may be submitted. If any such tender is accepted the date for completion inserted in the Appendix to the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.
- 2027 DESIGN DRAWINGS to be included in the Contractor's Proposals must include (as a minimum) all shop / production / fabrication drawings referred to with the Employer's Requirements or as may reasonably be required by the EA.

A15 TENDERING / SUB-LETTING / SUPPLY (CONT/D)

- 2028 TECHNICAL INFORMATION to be included in the Contractors Proposals must include (as a minimum) a full specification of products, equipment, plant and methods of construction for each section of the work together with such further information as may be required by the Employer's Requirements or as may reasonably be required by the EA.
- 2031 PRICES: these documents must be properly priced in ink when submitted as any price subject to breakdown or the like may not be considered.
- 2041 DISCREPANCIES: should there appear to be any discrepancies between any drawings or documents in describing the Works the Contractor shall refer the same to the QS for clarification before submitting his tender.
- 2051 PRICING: alterations and / or qualifications to documents must not be made without the prior written consent of the QS. Tenders containing such alterations or qualifications may be rejected.
- 2101 ERRORS IN PRICED DOCUMENTS: will be dealt with in accordance with the provisions of JCT Practice Note 6 (Series 2) 'Main Contract Tendering' Alternative 2.
- 2501 FLUCTUATIONS: this is a firm price tender. Fluctuations do not apply.
- 3701 NOMINATED SUPPLIERS: PC Sums or rates for materials and goods to be obtained from Nominated Suppliers do not include for Contractor's unloading, storing, removing protection, returning packings, hoisting into position, fixing and the like which must be allowed for here.

A17 PROVISION, USE AND INTERPRETATION OF DOCUMENTS

PROVISION AND USE

- 1040 **CONFIDENTIALITY:** the Contractor will ensure that all documentation and information relating to the Project is treated in a confidential manner. No information is to be released to any person, organisation or company without the prior written consent of the Employer.
- 1045 **INFORMATION TO PRESS:** no information concerning the Project is to be imparted to the Press nor Press Releases issued without the prior written consent of the Employer.
- 1051 **ADDITIONAL COPIES OF DRAWINGS:** only certified copies of the Contract Drawings will be issued to the Contractor. All costs incurred through printing and the like of additional drawings will be borne by the Contractor (see A17:1402).
- 1101 **ADDITIONAL COPIES OF ERD:** after execution of the Contract, one copy of the unpriced ERD will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but will be charged to the Contractor.
- 1251 **DIMENSIONS:** do not scale from drawings. Obtain from the Architect any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.
- 1401 **ORDERING OF MATERIALS:** take full responsibility for the ordering of materials and goods and check all schedules, quantities and sizes given against the construction and / or working drawings and actual site measurement as no claim will be entertained if discrepancies occur in this respect.
- 1403 **HARD COPIES OF DRAWINGS:** the Contractor shall distribute two hard copies of all drawings to the EA and other consultants and the Employer as necessary.
1. The Contractor should allow a minimum period of two weeks for the Employer / EA to make comments. The Contractor shall also allow sufficient time in the programme for subsequent amendment of the drawings and re-submission for comments as many times as is necessary to bring the drawings up to the required standard without causing any delay to the Works.

A17 PROVISION, USE AND INTERPRETATION OF DOCUMENTS (CONT/D)

Drawings submitted to the EA will be returned marked with comments and will be assigned one of the following categories:

- **Category A:** Fabrication, manufacture or construction may proceed in accordance with the drawing submitted. Unless indicated to the contrary on such drawings the work shall comply with the Contract Documents. Drawings shall be re-issued '**For Construction**'.
- **Category B:** Fabrication, manufacture or construction may proceed in accordance with the drawing submitted provided that the Contractor takes all necessary action based upon the EA comments and notation added to the returned drawings. Unless indicated to the contrary on such drawings the work shall comply with the Contract Documents. Drawings shall be re-issued '**For Comment**'.
- **Category C:** No work shall be fabricated, manufactured or constructed. The contractor shall re-submit drawings to the EA for further review. Any drawings marked C will not be permitted on site or in the Contractor's production workshop.

The responsibilities of the Contractor are in no way relieved by any comments marked on the drawings by the Design Team. In particular the Contractor is not relieved of the responsibility for dimensional accuracy or errors will **not** be checked by the EA.

If submitted design/production information differs from the requirements of the Tender Drawings or Documents, each such difference must be the subject of a request by the Contractor for a change in the Employer's Requirements, supported by all relevant information as the EA may require.

Complete the final version of all design and production information.

1411 FIGURED DIMENSIONS: follow figured dimensions on the drawings in preference to dimensions scaled from the drawings, but wherever possible dimensions shall be taken on the Site or from the building. Before final orders are placed with, or work commenced by, Sub-contractors, Suppliers or specialist firms, dimensions shall be checked on the Works and agreed with the Sub-Contractor, Supplier or specialist. Be responsible for the accuracy of such dimensions.

1501 TECHNICAL LITERATURE: copies of the following, or access to, must be kept on site, readily accessible for reference by all supervisory personnel:

1. Manufacturer's literature relating to all products to be used in the Works;
1. BSI Handbook No 3, with all current revision sheets included and superseded sheets removed;
3. Relevant BS Codes of Practice;
4. Those parts of BS800 "Workmanship on building sites" which are invoked in the Specifications.

A17 PROVISION, USE AND INTERPRETATION OF DOCUMENTS (CONT/D)

1502 OPERATING AND MAINTENANCE MANUALS: the Contractor is to provide the Employer with two hard copies and three further copies of 'soft' format, of the final Manual not less than two weeks before Practical Completion/ Taking Over / Date for Completion. The Contractor is to note that a sum of £5,000 (five thousand pounds) will be withheld until the Manuals have been provided in an acceptable form.

The Manuals must include:

1. A full description of each of the systems installed, written to ensure that the Employer's staff fully understand the scope and facilities provided;
2. A description of the mode of operation of all systems;
3. Diagrammatic drawings of each system indicating principal items of plant, equipment, valves, etc;
4. A photo-reduction of all record drawings to A3 size, or larger where appropriate where clarity of information is lost at A3 size, together with an index;
5. Legend for all colour-coded services;
6. Schedules (system by system) of plant, equipment, valves, etc., stating their locations, duties and performance figures. Each item must have a unique number cross-referenced to the record and diagrammatic drawings and schedules;
7. The name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers;
8. Manufacturer's technical literature for all items of plant and equipment, excluding irrelevant matter and including detailed drawings, electrical circuit details and operating and maintenance instructions;
9. A copy of all Test Certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, work tests, start and commissioning tests) for the installations and plant, equipment, valves, etc., used in the installations;
10. A copy of all manufacturer's guarantees or warranties;
11. Starting up, operating and shutting down instructions for all equipment and systems installed;
12. Control sequences for all systems installed;
13. Schedules of all fixed and variable equipment settings established during commissioning;
14. Procedures for seasonal changeovers;
15. Recommendations as to the preventative maintenance frequency and procedures to be adopted to ensure the most efficient operation of the systems;
16. Lubrication schedules for all lubricated items;
17. A list of normal consumable items;

A17 PROVISION, USE AND INTERPRETATION OF DOCUMENTS (CONT/D)

18. 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;
19. Procedures for fault finding;
20. Emergency procedures, including telephone numbers for emergency services;
21. Void closure documents
22. Test and inspection records

1505 SERVICE AGREEMENTS: twelve weeks prior to Practical Completion/ Taking Over/ Date for Completion, the Contractor is to prepare and submit to the Employer a schedule listing all items of equipment which may become the subject of or require service agreements.

1508 PRESENTATION OF MANUALS:

1. The Manuals to be A4 size, 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;
2. Prepare two temporary Manuals with provisional record drawings and preliminary performance data available at commencement of commissioning to enable the Employer's staff to familiarise themselves with the installation. These should be of the same format as the final Manuals with temporary insertions for items which cannot be finalised until the installations are commissioned and performance tested.

1510 TRAINING OF EMPLOYER'S / TENANT'S / OCCUPIER'S REPRESENTATIVES: before Practical Completion/ Taking Over / Date for completion, explain and demonstrate to the Employer's / Tenant's / Occupier's representatives the purpose, function and operation of the installations including all items and procedures listed in the Operation and Maintenance Manuals.

1515 LAST ISSUE FOR CONSTRUCTION AND 'AS INSTALLED' UNDERGROUND SERVICES DRAWINGS AND INFORMATION: must be provided to the Employer not less than two weeks before the Date for Completion (see 7.15.6).

1701 SUB-CONTRACTORS / SUPPLIERS: DESIGN AND PRODUCTION INFORMATION:

1. Identity of Sub-contractors:

The following Sub-contractors / Suppliers will be required, as described elsewhere, to provide design / co-ordination / fabrication / installation / builder's work drawings, design calculations, specifications and other information as appropriate (this list is not exhaustive and may be amended and / or extended):

Type of Work

Sub-Contractor/ Supplier
(if known)

All works required

A17 PROVISION, USE AND INTERPRETATION OF DOCUMENTS (CONT/D)

2. Master Programme:

Make reasonable allowance for the time taken in completing such information, checking, inspection by the EA, and any subsequent amendment(s), re-submission(s) and re-inspection(s) when preparing the Master Programme for the Works.

3. Checking by the Contractor:

Take appropriate action to obtain all the information which the Sub-contractors / Suppliers in question are required to provide in time to meet the Programme. Thoroughly check, on the basis of the information available that dimensions are correct, construction is practicable and that the various works, installations and services do not conflict with each other or with the building structure, fabric or finishes in these respects, either during construction or in the finished building.

Note any comments, discrepancies or divergence on one copy of the design / production information, date and sign to show that it has been checked then submit to the EA and Design Co-ordinator with required numbers of additional unmarked copies.

4. Inspection by EA:

The EA will note his comments on one copy of the design / production information, date and sign to show that it has been inspected, then return to the Contractor. Inspection and any comments made by the EA will not relieve the Contractor, Sub-contractors and / or Suppliers of responsibility for compliance with Contract and Sub-contract requirements, design requirements, documentation and checking as appropriate.

1801 SUB-CONTRACTORS / SUPPLIERS INFORMATION: certain Sub-contractors / Suppliers (other than those listed in Clause A17:1701 above) are / will be required to provide small amounts of production and other information. Co-ordinate and check all such information, submit to the EA and ensure that amendments are made in accordance with any comments made by the EA.

GENERAL DEFINITIONS AND INTERPRETATIONS

2051 DEFINITIONS: the meaning of terms, derived terms and synonyms used in the Preliminaries and Specification to be as defined below or in the appropriate British Standard or British Standard glossary.

2201 EMPLOYER'S AGENT: means the person named in the Contract as Employer's Agent, hereinafter referred to as the EA, or his authorised representative.

2251 IN WRITING: when required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.

2301 APPROVAL: (and words derived therefrom) means the approval in writing of the Employer unless specified otherwise.

2311 SUBMIT (and words derived therefrom) mean the approval in writing of the Employer unless specified otherwise.

A17 PROVISION, USE AND INTERPRETATION OF DOCUMENTS (CONT/D)

2321 PRODUCTS means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for the permanent incorporation in the Works.

2351 REFERENCES TO BSI DOCUMENTS: for tendering purposes are to the latest versions and amendments listed in the British Standards Catalogue and in subsequent issues of BSI News up to and including the date of tender.

2401 MANUFACTURER AND REFERENCE: where used in this combination:

1. 'Manufacturer' means the firm under whose name the particular brand is marketed;
2. 'Reference' means the proprietary brand name and / or reference by which the particular product is identified.

2501 MANUFACTURER'S REFERENCES: mean the particular product as specified in the manufacturer's technical literature current at that time.

2551 OR SIMILAR APPROVED: means that products of different manufacture may be substituted if prior approval has been obtained, but the Employer reserves the right to insist on the named product(s). Materials shall only be used in substitution of these specified when they are of an equivalent or superior standard and where the original materials are not available or can only be obtained after a substantial delay. The rates or prices will be held to be based on the product(s) specified, unless agreed otherwise.

Where materials are substituted the Contractor shall supply all written particulars to the Employer before the substitution is made.

All references within this document to 'or equivalent approved' shall be read as 'or similar approved'.

2601 PROPRIETARY NAMES: the phrase 'or equivalent approved' is to be deemed included whenever products are specified by proprietary name.

2611 CROSS-REFERENCES TO THE SPECIFICATION:

- Where a numerical cross-reference to a specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.
- Where a numerical cross-reference is not given the relevant section(s) and clause(s) of the specification will apply, cross-reference thereto being by means of related terminology.
- Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.
- The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which may be discovered.

A17 PROVISION, USE AND INTERPRETATION OF DOCUMENTS (CONT/D)

2631 SUBSTITUTION OF PRODUCTS:

- Where the substitution of a product different to that specified is permitted, before ordering the product inform the EA of the reasons for the substitution. When requested, submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and appearance. Submit certified English translations of any foreign language documents.
- Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole.
- If substitution is approved, and before ordering products, provide revised drawings, specification and manufacturer's guarantees.

2641 EQUIVALENT PRODUCTS: Wherever products are specified by proprietary name and the phrase 'or equivalent' is not included, it is to be deemed included.

2651 SUBSTITUTION OF STANDARDS: Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. In advance of ordering submit notification of all such substitutions and, when requested, submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.

2661 CURRENCY OF DOCUMENTS:

- References to standards, type approval certificates, catalogues, codes of practice and the like are to the editions, revisions, versions and amendments current at the date of agreement of the Contract Sum
- References to BSI documents are to the versions and amendments listed in the BSI Standards Catalogue, including updates, current at the date of agreement of the Contract Sum

2671 MANUFACTURER AND REFERENCE: Where used in this combination:

- 'Manufacturer' means the firm under whose name the particular product is marketed.
- 'Reference' means the proprietary brand name and/or reference by which the particular product is identified.

A19 CONTROL OF TIME / QUALITY / COST

GENERALLY

- 1051 SUPERVISION: accept responsibility for co-ordination, supervision and administration of the Works, including all Sub-contractors and Suppliers. Arrange and monitor a programme with each Sub-Contractor, Supplier, Local Authority, Statutory Bodies, Services Utilities Companies and the like, and obtain and supply information as necessary for co-ordination of the Work.
- 1101 INSURANCES: before starting work on site submit to the Employer (through the EA) documentary evidence and / or policies and receipts for the insurances which are required to be taken out by the Contractor. Note that any insurances required under the terms of the Contract shall be endorsed to note the name of the Employer and the interest of any other parties as required under the Contract. All insurances must be held with a company belonging to the British Insurance Association or Lloyds Underwriters. There shall be no excesses.
- 1151 INSURANCE CLAIMS: if any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer (through the EA) and the Insurers. Indemnify the Employer against any loss which may be caused by the Contractor's failure to give such notice.
- 1180 HANDOVER OF BUILDINGS: the Contractor may be required to adopt the protocol and procedures set out in the Handover of Office Building Operations (hereinafter referred to as HOB0), for handing over the building. The Contractor shall liaise with the EA to establish if these protocols and procedures are to be followed, and if required to do so, shall comply fully with the requirements as set out in the HOB0.
- 1201 THERMOMETERS: provide on site and maintain in accurate condition:
1. A maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location;
 2. A thermometer for measuring concrete and ground temperatures.
- 1251 CLIMATIC CONDITIONS: keep an accurate record of:
1. Daily maximum and minimum air temperatures (including overnight);
 2. Number of hours per day in which work is prevented by inclement weather including description of the weather and type(s) of work affected.

PROGRAMME / PROGRESS

- 2051 CONSTRUCTION PROGRAMME: for the Works must make allowances for all:
1. Sub-Contractor's work, including the completion of drawings etc. (see Section A17);
 2. Work resulting from instructions issued in regard to the expenditure of Provisional Sums (see Section 12.00);
 3. Other work concurrent with the Contract;
 4. Remedial works which may be required by the Employer by way of snagging.

A19 CONTROL OF TIME / QUALITY / COST (CONT/D)

Where the Contractor finds it impossible to assess the programme implications for any PC or Provisional Sum and excludes it from his programme, he must confirm this when submitting the programme. Amend and revise the Construction Programme as necessary to reflect the progress of the Works.

2101 THE CONSTRUCTION PROGRAMME: submit two copies to the EA one to each of the other Design Team members and keep one copy on site.

2151 THE CONSTRUCTION PROGRAMME: must be of the bar chart type, together with a further programme detailing the labour and plant resources the Contractor intends to use unless agreed otherwise and produced in a format agreed with the EA.

2161 SERVICES UTILITIES COMPANIES - SERVICES INSTALLATIONS AND DIVERSIONS

1. Allow for any services installation and any diversion works
2. The Contractor shall be responsible for the proper co-ordination of all work carried out by himself and by others in connection with the Services Utilities Companies installations, for providing attendance, for serving notices or keeping the Services Utilities Companies advised of the details of his programme for those parts of the Works affecting the installation of the new services. For this purpose he shall arrange for co-ordination / liaison meetings to be held on site as necessary
3. Where new services are installed beneath existing roads, footways or paved areas, the Services Utilities Companies will make temporary reinstatement of the surfacing. Until the permanent reinstatement of the surfacing, or new pavement works are constructed as described in the Contract, the Contractor shall carry out any further temporary reinstatement necessary to maintain the surface in a state suitable for the class or classes of traffic using the surface. Details of the reinstatement work are to be approved by the Employer before the work is executed;
4. Throughout the duration of the Works, the Contractor shall keep up to date records of and produce drawings to show:
 - a) the position, size and type of all services installed;
 - b) the progress of the installation of the new services.
5. The Contractor is to inform the EA of the last day that each of the service diversions must complete on to conform to the Contractor's programme for the Works.

2172 PROGRESS SCHEDULE AND RECORDS: render to the EA and Employer a weekly report as to the names and numbers of workmen in all trades employed on the Works including those of all Sub-contractors, Suppliers, etc. along with registration number plates of all vehicles that have visited site.

Any other records the Contractor takes which will be used to aid his applications under the terms of the Contract (including measurements of works in progress, daywork sheets, etc.) shall contain the date and the number of the Instruction against which the work is recorded. All such records, of whatever nature, if they are to be accepted as true records for any purposes under the terms of the Contract, shall be issued on a regular basis to the EA and the QS in accordance with the Contract timing for dayworks.

A19 CONTROL OF TIME / QUALITY / COST (CONT/D)

Give adequate notice to the Employer and to the QS of intention to take records of anything which will not be permanently exposed in the Works or which can only be checked by attendance at site during the actual work operation. Such notice shall also be given to the EA in order that he can carry out his duties in respect of any work which is to be permanently covered up.

Accept sole responsibility for any losses should failure to give adequate notice preclude the EA or the QS from taking proper records or checking the Contractor's records.

The Person-in-charge shall keep upon the Site a Site Instruction Book, with each page numbered and provided with two duplicate pages, into which he shall insert all matters raised with the Employer which in any way vary the Works. The Person-in-charge shall obtain the EA's signature to each page and the Contractor shall issue the pages, on a regular basis, complete with a covering letter to both the EA and the QS.

2201 SUBMISSION: of the programme will not relieve the Contractor of his responsibility to apply in writing for instructions, drawings, etc. in accordance with the Conditions of Contract.

2251 COMMENCEMENT OF WORK: inform the Employer at least five working days before the proposed date for commencement of work on site or work affecting adjoining owners and / or occupiers, Services Utilities Companies and the like.

2252 RESPONSE TIMES FOR MAKING GOOD DEFECTS: within Clause 16 of the Conditions of Contract, the words "reasonable time" shall be categorised, as set out below.

The Employer will categorise the defects and will notify the Contractor to which of the following categories they shall be allocated.

CATEGORY 'A' EMERGENCY DEFECTS:

Emergency - e.g. ingress / escape of water, total power / heating / cooling failure. Must be responded to immediately and complete within 2 hours of commencement of the work.

CATEGORY 'B': URGENT DEFECTS

Urgent - e.g. partial heating / cooling failure, no hot water, partial power failure. Must be responded to within 2 hours of notification and complete within 1 working day of commencement of the work.

CATEGORY 'C': NON-URGENT

Must be attended to within 1 working day of notification, and work completed within 7 working days of commencement of the work.

2255 COMPLETING THE WORK: during each week of the last two weeks of the contract period, prepare, issue and monitor short term completion programmes.

Ascertain the procedures to be adopted by the Employer for the formal completion of the Works and co-operate accordingly (see also A19:2252).

All remedial work shall be carried out in an integrated manner in order that inspections can be properly planned and paperwork kept to a minimum.

Obtain all necessary detail drawings, instruction manuals, maintenance schedules and warranties from all Sub-contractors, Suppliers and specialists and hand to the Employer.

Ensure the total security of the Works at completion and hand over all keys, suitably labelled, to the Employer.

A19 CONTROL OF TIME / QUALITY / COST (CONT/D)

2260 MEASUREMENTS: allow for carrying out a detailed measured survey of the Works at the following stages of construction. Submit results, in the form of marked-up floor plans, to the Employer within 7 days of the completion of each stage of construction:

1. casting of column bases;
2. erection of structural steel frame;
3. construction of external walls;
4. construction of internal walls.

2280 EXTENSIONS OF TIME: when a notice of the cause of any delay or likely delay in the progress of the Works is given under Contract Clause 7.3 and 10.3, written notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the Employer:

1. relevant particulars of the expected effects, if appropriate, related to the concurrent causes;
2. an estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion;
3. all other relevant information required by the Employer.

2285 DISTURBANCE OF REGULAR PROGRESS: any application under Clauses 7.3, 10.3, 10.4 and 10.5 in respect of direct loss and / or expense must be made as soon as practicable and with (or to be followed by) the requisite supporting information so as to afford the Employer the opportunity to issue instructions designed (according to the circumstances) to minimise or avoid that loss and / or expense.

2301 MONITORING: record progress on a copy of the programme kept on site. Update or redraft without delay if any circumstances arise which affect the progress of the Works and submit copies of all revisions to the Employer and to all other parties.

2311 DIARY: keep a site diary on a day-to-day basis which shall record all persons entering the Site, the purpose of their visit and, in the case of work people, the work they were engaged upon with the number of hours spent on various operations shown separately. **Keep a log of all registration number plates of vehicles always visiting the site and record in the diary. Share the diary with the EA and Employer as required.**

A19 CONTROL OF TIME / QUALITY / COST (CONT/D)

2351 SITE MEETINGS: hold regular site meetings as necessary for the proper management and co-ordination of the Works and as required by the Employer. Meetings will normally be held weekly.

Attend all meetings and inform Sub-contractors and Suppliers when their presence is required.

Submit written progress reports three days prior to all site meetings. The Employer's Agent will stipulate the Standard Report Format for Progress Reports which the Contractor must follow, issue and review at each Progress Meeting.

Notify all Design Team members. Design Team members are required to produce a Progress Report in a format to be agreed with the EA.

The chair will be taken by the EA. Minutes will be taken and distributed by the EA.

2360 PROJECT MEETINGS: attend all Project Meetings as required by the Employer and submit a detailed progress report three working days prior to each project meeting.

2401 SUB-CONTRACTORS' AND SUPPLIERS' SITE MEETINGS: hold meetings with appropriate Sub-contractors and Suppliers shortly before main site meetings to facilitate accurate reporting of progress.

2501 PHOTOGRAPHS: provide progress photographs taken from twelve different positions, pre determined by the Employer / EA, on or adjacent to the Site. Photographs are to be taken at monthly intervals and also during key operations on site, and issued at monthly site meetings. The Contractor is to submit one print, size 200 x 150mm to the EA and a further copy, on memory stick format, to the Employer and EA with the date electronically printed on the front by the camera. On completion of the Works, the Contractor is to provide a complete copy of all photographs taken during the Works, on memory stick format, to the Employer and EA. The quality of all digital photographs shall be 4 million pixels or above.

2551 NOTICE OF COMPLETION: give Employer at least two weeks' notice of the anticipated dates of Practical Completion/ Taking Over / Date for Completion of the whole or parts of the Works.

2601 ADVERSE WEATHER: use all reasonable and approved building aids and methods to prevent or minimise delays caused by or during adverse weather conditions.

2610 INFORMATION BULLETINS: provide monthly Information Bulletins to be displayed at the Site entrance to inform the public of progress of the Works. Obtain the Employer's prior written consent before displaying each Information Bulletin.

CONTROL OF QUALITY

3051 ACCESS FOR EMPLOYER, EA, QS etc.: provide at all reasonable times access to the Works and to other places of the Contractor or Sub-contractors and Suppliers where work is being prepared for the Contract.

3061 ACCESS FOR INSPECTION: Give EA not less than 5 working days' notice before removing scaffolding or other facilities for access.

3101 PERSON-IN-CHARGE: give maximum possible notice to the EA before changing the foreman-in-charge or site agent.

A19 CONTROL OF TIME / QUALITY / COST (CONT/D)

3151 COVERING UP: at every progress meeting the Contractor will review the activities proposed over the course of the next month and will notify the EA and QS of the dates by which work will be covered up and when checks would need to be made during the actual work operation to suit the Contractor's programme.

Give adequate notice to the Employer and to the QS of intention to take records of anything which will not be permanently exposed in the Works or which can only be checked by attendance at site during the actual work operation. Such notice shall also be given to the EA in order that he can carry out his duties in respect of any work which is to be permanently covered up.

3201 OVERTIME WORKING: whenever overtime is to be worked, give the EA notice, specifying times, types and locations of work to be done. 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 (refer also to Clauses A22:1401 and A31:4211).

3202 GOOD PRACTICE: Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:

- Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and
- In accordance with relevant good building practice.

3501 SAMPLES: where approval of products or materials is specified submit samples or other evidence of suitability. Do not confirm orders or use materials until approval has been obtained. Retain approved samples on site for comparison with products and materials used in the Works. Remove when no longer required by the EA.

3502 SAMPLES: where samples of finished work are specified obtain approval of stated characteristic(s) before proceeding with the Works. Retain approved samples on site for comparison with the Works. Remove samples which are not part of the finished Works when no longer required by the EA.

3505 SAMPLES: allow for all samples and testing as required by the Specifications.

A19 CONTROL OF TIME / QUALITY / COST (CONT/D)

3550 APPROVALS; DESIGN INFORMATION: in addition to statutory or other obligations and consents, the Contractor shall submit, prior to commencement of the relevant Section of the work on site, and within the timescales set out below, two copies of all design information to the EA. The information shall be checked for conformity with the Employer's Requirements and Contractor's Proposals and shall comply with any reasonable amendments requested by the Employer in accordance the Contract.

The following timescales are to be allowed for obtaining comment on design information from the Employer:

1. Layouts and elevations 3 days;
2. All other information 3 working days from receipt.

Confirmation of conformity with the Employer's Requirements and the Contractor's Proposals or consent by the Employer does not relieve in any way the design responsibility, which rests in its entirety with the Contractor. Where, and without prejudice to the rights of the Employer against the Contractor in respect thereof, any design work that is carried out on behalf of the Contractor by an outside party, either Consultant or Sub-contractor / Specialist Contractor, they will be required to provide a form of warranty direct to the Fund, Employer and all purchasers / tenants as required, in the form stated in the ERD.

As and when packages of the works as defined in the Contractor's Design Programme have been completed, the Contractor shall furnish two copies to the EA.

The Contractor shall obtain the written consent of the EA to introduce any works of variation using the prescribed change order procedure.

3551 APPROVALS: where and to the extent that products, materials or work are specified to be approved, or the EA instructs that they are to be approved, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics either:

1. to the express approval of the EA or
2. to match a sample expressly approved by the EA as a standard for the purpose

3552 APPROVALS: inspection or any other action by the EA must not be taken as approval of materials, products or work unless the EA so confirms in writing in express terms referring to:

1. Date of inspection;
2. Part of the work inspected;
3. Respects or characteristics which are approved;
4. Extent and purpose of the approval;
5. Any associated conditions.

A19 CONTROL OF TIME / QUALITY / COST (CONT/D)

3555 GENERAL QUALITY OF PRODUCTS:

- Products to be new unless otherwise specified.
- For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by EA.
- Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by EA.
- Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance.
- Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together.
- If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.

3560 PROPRIETARY PRODUCTS:

- Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform EA if these conflict with any other specified requirement. Submit copies to EA when requested.
- Ancillary products and accessories to be of a type recommended by the main product manufacturer, unless otherwise specified.
- The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturer's literature current at the date of agreement of the Contract Sum.
- Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform EA and do not place orders for or use the affected products without further instructions.
- Where British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

3565 CHECKING COMPLIANCE OF PRODUCTS: Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:

- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- All accessories and fixings which should be supplied with the goods have been supplied.
- Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The products are clean, undamaged and otherwise in good condition.
- Products which have a limited shelf life are not out of date.

A19 CONTROL OF TIME / QUALITY / COST (CONT/D)

3570 PROTECTION OF PRODUCTS:

- Prevent over-stressing, distortion and any other type of physical damage.
- Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work.
- Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products.
- Prevent excessively high or low temperatures and rapid changes of temperature in the products.
- Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
- Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
- Keep different types and grades of products separately and adequately identified.
- So far as possible keep products in their original wrappings, packings or containers, until immediately before they are used.
- Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion/ Taking Over / Date for Completion.
- Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.

3575 SUITABILITY OF RELATED WORK AND CONDITIONS: Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, ensure that:

- Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.
- All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.
- The environmental conditions are suitable, particularly that the building is suitably weathertight when internal components, services and finishes are installed.

3580 GENERAL QUALITY OF WORKMANSHIP:

- Operatives must be appropriately skilled and experienced for the type and quality of work.
- Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
- Inspect components and products carefully before fixing or using and reject any which are defective.
- Fix or lay securely, accurately and in alignment.
- Where not specified otherwise, select fixing and jointing methods and types, sizes and spacings of fastenings in compliance with section Z20. Fastenings to comply with relevant British Standards.
- Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not overtighten fixings.
- Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.
- Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval.

3701 TESTING: the Contractor shall allow for testing in accordance with the specifications contained within the ERD and the Contractor's Proposals.

The EA may issue instructions for the testing of any other materials and / or workmanship (before or after incorporation into the Works)

A19 CONTROL OF TIME / QUALITY / COST (CONT/D)

3801 DEFECTIVE WORK: as soon as possible after any part of the work is known or suspected to be defective, the Contractor is to allow for opening up, inspection, further testing, making good or removal and re-execution. Wherever inspection or testing shows that the work is not in accordance with the Contract and measures (e.g. testing, opening up, experimental making good) are taken to establish the acceptability of the Work, such measures:

1. will be at the expense of the Contractor;
2. will not be considered as grounds for extension of time.

3900 PROHIBITED MATERIALS: The Contractor will not use and will use all reasonable skill, care and diligence to ensure that others (including the Sub- contractors and Suppliers) do not use in the construction of the Project any materials which are generally known at the time of use to be deleterious to health and safety or to durability in the particular circumstances in which they are used (see Section 3.00 item 3.13 for full list of prohibitive materials).

4000 TEST AND INSPECTION RECORDS: Undertake test and inspections as necessary and at least weekly. Record all testing and inspections. Include all test and inspection records within the O&M Manuals.

CONTROL OF COST

4045 APPLICATIONS FOR PAYMENTS: at least 5 days before the end of each established period for Interim Payments, the Contractor shall submit to the QS Applications for Payments in a format to be agreed with the QS, but as a minimum they shall comprise an elemental calculation of the amount applied for with supporting backup information for each item / sum of money applied for.

4051 CASHFLOW FORECAST: as soon as possible and before starting work on site submit to the QS a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period and based upon the programme for the Works.

4101 MEASUREMENTS: give reasonable notice to the QS before covering up work which the QS requires to be measured.

4151 DAYWORK VOUCHERS: before being delivered to the EA for verification, each voucher must be:

1. referenced to the instruction under which the work is authorised;
2. signed by the person-in-charge as evidence that the workmen's names, the time spent by each, the plant and materials shown are correct;
3. fully priced and extended.

Give reasonable notice to the EA and the QS of the commencement of any work for which daywork vouchers are to be submitted.

Daywork vouchers are to be rendered in duplicate to the EA not later than Friday of the week following that in which such daywork has been executed and his approval obtained and confirmed in writing. Such approval shall not necessarily mean that the work will be included in the Final Account in daywork form or that it shall not be valued in accordance with the terms of the Contract.

The EA shall not be expected to approve sheets the contents of which he has had no opportunity to monitor during the progress of the Works.

A19 CONTROL OF TIME / QUALITY / COST (CONT/D)

- 4201 UNFIXED MATERIALS: if applicable at the time of each Interim Valuation disclose to the EA and QS which of the unfixed materials and goods on site are free from, and which are subject to, any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values. When requested provide evidence of freedom from reservation of title.
- 4251 LABOUR RECORD: provide each week for verification by the EA a record showing the number and description of craftsmen, labourers and other persons employed on or in connection with the Works on each day of that week, including those employed by Sub-contractors.
- 4301 PLANT RECORD: provide each week for verification by the EA a record showing the number, type and capacity of all mechanical and power-operated plant employed on the Works on each day of that week.
- 4310 PROPOSED CHANGES: allow for the cost of dealing with all changes to the Employer's Requirements throughout the Contract Period including, inter alia, providing estimates and/or quotations for proposed changes prior to the issuance of a change order, and subsequent discussions and negotiations with the EA and QS.

A22 SECURITY / PROTECTION / RESTRICTIONS

GENERALLY

- 1301 USE OF SITE: do not use the Site for any purpose other than carrying out the Works. Keep all workmen and other persons within the area of the building operations and prevent trespass by such persons onto adjoining property or onto those parts of the Site and premises that are completed and ready for handover.
- 1321 TOILET FACILITIES: the Contractor will be allowed to use designated existing toilet facilities within the existing building to be agreed with the Employer. The Contractor shall clean the toilets at least once daily and maintain in a clean condition at all times. The Contractor shall deep clean the toilets upon completion of the Works.
- 1351 ADVERTISING: The Contractor is given consent by the Employer to display advertisements on site. Any revenue received will be retained by the Contractor. The Contractor will be responsible for all co-ordination, erection, maintenance, dismantling, relocation, making good etc. and for obtaining all consents and payment of fees in connection.
- Notwithstanding the above, the Contractor must obtain prior without consent of the Employer / EA regarding the nature and location of the advertisements.
- 1401 WORKING HOURS: weekdays and Saturdays and Sundays to be in accordance with the requirements of the Employer and / or Local Authority.
- 1601 ADEQUATELY PROTECT: all parts of the Works. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur. Take all necessary precautions to prevent damage to, or soiling of, clothing and personal belongings of the public and users of other property adjacent to and / or adjoining the Works. The Contractor will be held solely responsible for ensuring that no nuisance shall arise through neglect of proper precautions and is to indemnify the Employer and hold him free from any claim which may arise.
- 1701 SITE ADMINISTRATION AND SECURITY: provide any watching and lighting either day or night to adequately safeguard the Site, products, materials, plant, equipment, the Works, and any existing and / or adjacent buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the Site, the Works and adjoining property.
- 1750 CONTROLLED ACCESS: provide controlled access to the Site such that all persons attending must sign a visitors book which shall record, as a minimum, their name, the company or firm they represent, the purpose of their visit, **their vehicle registration number plate**, their time of arrival and their time of departure from site. Take responsibility for ensuring that all site attendees comply fully with the requirements of this clause.
- 1801 STABILITY: accept responsibility for the stability and structural integrity of the Works during the Contract and support as necessary. Prevent overloading. Details of design loads may be obtained from the Employer.
- 1810 SECURITY AT COMPLETION: leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to the Employer with an itemised schedule.

A22 SECURITY / PROTECTION / RESTRICTIONS (CONT/D)

- 1815 NOISE: the attention of the Contractor is drawn to the provisions of Section 60 of the Control of Pollution Act 1974 with reference to the control of noise in relation to any demolition or construction works and the need, particularly where such works are adjacent to occupied property where a high sensitivity to noise may be anticipated, to ascertain from the Local Authority what requirements or restrictions, if any, shall apply to these Works in this respect. The restrictions may relate to the type of plant to be used, the methods of working to be adopted, the hours of working permissible and may, in addition, impose a maximum noise level at the Site boundary which must not be exceeded. The Contractor shall not permit the use of radios or tape playing machines or the like, on site.

The attention of the Contractor is drawn to Section 61 of the Control of Pollution Act 1974 with reference to the issue of prior consent and any application under the Section should be made to the Local Authority on the appropriate form available from them. The Contractor is to be held responsible for complying with any other stipulations which his attention may be drawn to from time to time by the appropriate Authority and is to allow for any costs or expenses arising from such complaints. No instructions issued to the Contractor by the Employer / EA shall relieve the Contractor from compliance with the Control of Pollution Act 1974.

See also A12:2203 - Environmental Restrictions and Controls.

Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

- 1820 VIBRATION: (see A12 : 2203 - Environmental Restrictions and Controls).

See also A22 : 3070 to 3275 - Protect The Following.

- 1850 POLLUTION: take all reasonable precautions to prevent pollution of the Site, the Works and the general environment including streams and waterways. If pollution occurs, inform the appropriate Authorities, Employer and EA without delay and provide them with all relevant information.

- 1870 RISKS TO HEALTH AND SAFETY: the nature and condition of the Site and the existing buildings and / or structures cannot be fully ascertained before it is opened up. The Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the Works.

PROTECT AGAINST THE FOLLOWING: (see also A12 : 2255)

- 2010 EXPLOSIVES: do not use.

- 2020 LPG: Contractors using Liquefied Petroleum Gas as an agent for heating huts, or for other uses, must not store the cylinders within the confines of the permanent Works.

The Contractor's attention is drawn to the Code of Practice for the keeping of LPG in cylinders and similar containers issued by the Health & Safety Executive and published by HMSO.

- 2117 USE OF PESTICIDES:

Use only where specified or approved, and then only suitable products as listed in the UK Pesticide Guide;

A22 SECURITY / PROTECTION / RESTRICTIONS (CONT/D)

2. Where work is near water, drainage ditches or land drains, comply with the MAFF 'Guidelines for the use of herbicides on weeds in or near water courses and lakes';
3. Observe all precautions recommended by the manufacturer and remove containers from site immediately they have been emptied or are no longer required;
4. Operatives must hold a BASIS Certificate of Competence, or work under the supervision of a Certificate holder.

2120 PERSONNEL: The Contractor shall not permit smoking on Site.

Take all necessary further measures to prevent nuisance or inconvenience to the occupants of adjoining property or the general public.

2162 FIRE: take all necessary precautions to prevent personal injury, death and damage from fire and provide fire-fighting equipment for dealing with localised fires that may arise during the use of cutting equipment. All cutting equipment and fuel for same and other items of plant, fuel and equipment subject to fire hazard must be safely and securely stored when not in use.

Comply with Joint Code of Practice "Fire Prevention on Construction Sites" 2000 published by the BEC, the Loss Prevention Council and the National Contractor's Group.

The Contractor shall ensure that the Fire Plan for the Site is consistent with all other plans and regulations in existence at any time.

2170 ELECTROMAGNETIC INTERFERENCE: take all necessary precautions to avoid electromagnetic disturbance of apparatus inside and outside the Site.

2202 NUISANCE: take all necessary precautions to prevent nuisance from smoke, dust, rubbish and other causes. All work undergoing demolition is to be dampened down by water spray as necessary to avoid a nuisance being caused to the occupants of adjoining property or the general public. The Contractor will be held completely responsible for ensuring that no nuisance arises and if such nuisance shall arise through neglect of proper precaution, is to indemnify the Employer and hold them harmless against all or any claim which may be made in this respect. See also A12:2203 Environmental Restrictions and Controls.

2210 LASER EQUIPMENT: install, use and store construction laser equipment in accordance with BS EN 60825-1 and the manufacturer's instructions. Use either Class 1 or Class 2 laser equipment ensuring that the laser beam is not set at eye level and is terminated at the end of its useful path.

The use of Class 3A and Class 3B laser equipment will not be permitted without the approval of the EA and subject to the submission of a method statement on its safe use.

2302 WATER: prevent damage from storm and surface water. (Items for keeping the Site and excavations free of water are included elsewhere.) Ensure that there is no hazardous build up of water. Provide for temporary conveyance and disposal of rainwater from existing buildings, structures and the Site during the carrying out of the Works.

A22 SECURITY / PROTECTION / RESTRICTIONS (CONT/D)

- 2351 MOISTURE: prevent any work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent:
1. Blistering and failure of adhesion;
 2. Damage due to trapped moisture;
 3. Excessive movement.
- 2352 INFECTED TIMBER: Removal: Where instructed to remove timber affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.
- 2400 RUBBISH: remove rubbish and debris including that caused by Sub-contractors and Suppliers and superfluous materials from time to time and keep the Site and Works clean and tidy at all times. Disposal on site by burning or other means will not be allowed.
- 2401 WASTE:
- Includes: Rubbish, debris, spoil, containers and surplus material.
 - Minimize: Keep the site and Works clean and tidy.
 - Remove: Frequently and dispose off site in a safe and competent manner:
 - Non-hazardous material: In a manner approved by a Waste Regulation Authority.
 - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
 - Documentation: Retain on site.
 - Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- 2402 MATERIALS ON SITE: keep materials on site safely, neatly and tidily stored and / or stacked at all times.
- 2411 CLEANING ON COMPLETION: wash off all dirt and stains to the external faces of the premises where caused by the Works, clean all surfaces including both sides of glass, clean ironmongery and sanitary fittings and oil all locks and latches, wash down and rub dry all hard finishes such as glazed tiles and mirrors and leave the Works and the Site in a clean and tidy condition ready for occupation to the entire satisfaction of the Employer.
- 2415 DRAINAGE SURVEY: after rodding and cleaning, all buried and below slab drainage, pipework shall be subject to a detailed CCTV survey and the report and video handed to the Employer. Copies must also be made available to Tenants for inspection.
- 2421 WHEEL CLEANING: ensure that vehicles do not leave the Site carrying earth or mud on their wheels. This requirement will be rigorously enforced by the Employer. Any debris found on public highways as a consequence of inadequate vehicle cleaning will be removed at the Contractor's expense (see also A12:2101).
- 2430 PARKING: of the Contractor's, Sub-contractors' and Suppliers' vehicles shall be the contractor's responsibility. Areas immediately surrounding the Site should be kept clear of all Contractor's, Sub-contractors' and Suppliers' vehicles at all times unless agreed otherwise with the EA.

A22 SECURITY / PROTECTION / RESTRICTIONS (CONT/D)

2435 DELIVERY: ensure that deliveries are co-ordinated such that no obstruction is caused to the existing roads.

2445 ASBESTOS BASED MATERIALS: report immediately to the EA any suspected unknown asbestos based materials discovered during any part of the Works. Avoid disturbing such materials.

PROTECT THE FOLLOWING:

3070 WORK IN ALL SECTIONS: adequately protect all types of work and all parts of the Works, including any work carried out by others, throughout the Contract. Whenever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.

3071 EXISTING SERVICES: the Contractor's attention is drawn any existing services on the Sites. Where the Contractor is working around services which are known to exist on site, the Contractor shall:

1. Before starting work check positions of existing services;
2. Observe local and / or service utilities recommendations for work adjacent to existing services;
3. Adequately protect, uphold, maintain and prevent damage to all services. Do not interfere with their operations without consent of the Service Utilities Companies or private owners, or the Employer, as appropriate;
4. If any damage to services relating from the execution of the Works, notify Employer and appropriate Service Utilities Companies. Make arrangements for the work to be made good without delay, to the satisfaction of the Service Utilities Companies or private owner, as appropriate;
5. Replace any marker tapes or protective covers disturbed during site operations to the Service Utilities Companies recommendations.

3112 ROADS, HARDSTANDINGS AND FOOTPATHS: ensure that no damage beyond fair wear and tear is caused by site traffic to roads, hardstandings and footpaths outside the Site boundaries. Adequately maintain approaches to the Site and keep clear of mud and debris and indemnify the Employer against any claim in respect of damage caused thereto. If the Contractor fails in his obligations in this respect the Employer reserves the right at any time to clear such carriageways and footpaths by any means at his disposal which may include the employment of a separate Contractor. All costs in connection with such actions including any overhead charges will be charged to the Contractor and deducted from any monies due or to become due under the Contract.

3113 TREES / HEDGES / SHRUBS / LAWNS: adequately protect and preserve, except those which are to be removed. Replace to approval or treat as instructed any other species or areas damaged without approval.

A22 SECURITY / PROTECTION / RESTRICTIONS (CONT/D)

3114 TREES TO BE RETAINED: unless specified otherwise do not:

1. dump soil rubbish or materials within branch spread;
2. excavate or disturb the topsoil within the branch spread;
3. change level of ground within an area beyond the branch spread.

3203 EXISTING FEATURES: prevent damage to existing buildings, fences, gates, walls, roads, hardstandings, footpaths, bridges, trees, hedges, shrubs and lawns, culverts and other features on the Site or adjacent or adjoining which are to remain in position during the execution of the Works.

3250 EXISTING BUILDINGS AND STRUCTURES: provide and maintain during the execution of the Works all temporary protection (including weathering) shoring, strutting, needling and other supports as may be necessary to preserve the stability of the existing buildings and structures on the Site or adjacent or adjoining, that may be endangered or affected by the Works.

The Contractor's attention is drawn to the proximity of all adjacent and adjoining buildings and structures. The Contractor shall ensure that the design and carrying out of any temporary works and the carrying out of the Works does not adversely affect any or all of the adjacent and adjoining buildings and structures.

3254 SCHEDULES OF CONDITION: allow for preparing and agreeing Schedules of Condition including photographic records of the existing buildings, common parts, structures, features, roads, footpaths and other features on or adjacent to or adjoining the Site likely to be affected by the Works, in conjunction with the Employer and / or EA.

3265 ADJACENT OR ADJOINING PROPERTY: take all reasonable precautions to prevent damage to adjacent or adjoining property. The Contractor may obtain permission as necessary from the owners of adjacent or adjoining property to erect scaffolding on or otherwise use adjoining property. The Contractor is to pay all charges. Clear away and make good on completion or when directed.

Allow for agreeing Schedules of Condition of adjoining property including fences, walls, etc. The Employer shall be given reasonable notice in writing, before any work likely to affect adjoining property is commenced.

3266 SITE LIGHTING: Accept responsibility for and ensure that any lighting at the Site does not cause any nuisance to adjoining owners.

A31 FACILITIES / TEMPORARY WORKS / SERVICES

GENERALLY

- 1051 LOCATIONS: inform and obtain the written agreement of the EA to the intended siting of all spoil heaps, temporary works and services.
- 1151 MAINTAIN: alter, adapt and move temporary works and services as necessary. Clear away when no longer required and make good.
- 1202 ATTENDANCE: provision of temporary works and services for Sub-contractors, Suppliers, Statutory Authorities and others will be limited to items included in general and other attendances as specified elsewhere (see A31:4410 and 4415).
- 1251 STATUTORY OBLIGATIONS: allow for measures necessary to control noise, pollution and comply with all other statutory obligations.
- 1301 TRAFFIC REGULATIONS - OFF SITE: ascertain and allow for measures necessary to ensure compliance outside and beyond the Site boundaries.
- 1302 TRAFFIC CONTROLS - ON AND ADJACENT TO THE SITE: the Contractor is to allow for all measures necessary to ensure full compliance with Local Authority requirements
- 1351 SAFETY, HEALTH AND WELFARE: the Contractor shall comply with and shall procure compliance by the employees, agents, Sub-contractors and Suppliers and by others on the Site with all their respective duties and obligations under and pursuant to Factories Act 1961, Occupiers' Liability Act 1984, Health and Safety at Work, etc. Act 1974, Public Health Acts 1875 to 1961, Health and Safety (Miscellaneous Amendments) Regulations 2002, Construction Design & Management Regulations 2007 and all Statutory re-enactments or modifications thereof and any Regulations, Rules or Orders made pursuant thereto and any notices or requirements or conditions imposed thereunder.
- 1352 THE CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015: this Project will be notifiable under the Construction (Design and Management) Regulations 2015. The Contractor shall allow for all duties and responsibilities in acting as Principal Contractor including, inter alia, all of the following:
1. prepare a project Construction Phase Plan and agree same with the Planning Supervisor before any construction work is commenced;
 2. take reasonable measures so that the Construction Phase Plan is used and developed throughout the construction phase;
 3. take steps to enable co-operation between all Sub-contractors so that each of them complies with health and safety legislation;
 4. ensure that every Sub-contractor and every employee comply with any rules in the Health and Safety Plan;
 5. take reasonable steps to ensure that only authorised persons are allowed on the Site

A31 FACILITIES / TEMPORARY WORKS / SERVICES (CONT/D)

6. display the notification by the Principal Designer to the Health and Safety Executive in a prominent position;
7. provide the Principal Designer with any information which would require to be included in the Construction Phase Plan;
8. as far as is reasonably practicable, provide every Sub-contractor with understandable information on the risks to health and safety to himself, his employees or persons under his control;
9. as far as is reasonably practicable, ensure that every contractor provides his employees with:
 - a) any information required;
 - b) any health and safety training required.
10. by virtue of the Management of Health and Safety at Work Regulations 1999 ensure that employees and self-employed persons are able to discuss and be offered advice on matters which it can be foreseen will affect their health and safety, and ensure that there are arrangements for the co-ordination of views of employees or self-employed, where necessary for health and safety.

The Contractor's attention is drawn to the Pre-Construction Information Pack contained within Appendix F (*to follow*) of the Employer's Requirements. The Contractor shall comply with all requirements stated therein, and include all costs associated therewith. See also Section 8.00 with regards other Health & Safety information and requirements that shall be provided.

1353 HEALTH AND SAFETY FILE: the Contractor is to provide any relevant information requested by the Principal Designer to enable him to prepare the Health and Safety File in accordance with the Construction (Design and Management) Regulations 2015. The information shall be provided to the Principal Designer not more than two weeks before Practical Completion / Taking Over / Date for Completion. The Contractor is to note that a sum of £5,000 (five thousand pounds) will be withheld until the relevant information has been provided in an acceptable form.

1355 SAFETY HELMETS AND SAFETY BOOTS: provide general purpose industrial safety helmets which comply with the latest provisions of BS 5240 and safety boots which comply with the latest provisions of BS 1870 for use by all persons on site. The Contractor is to ensure that all his operatives and all visitors are wearing safety helmets, high visibility jackets or waistcoats (with the Contractors' logo printed on same) and boots at all times whilst either working on, or visiting the confines of the work during the construction period and also when making good any defects during the defects liability period.

The Contractor is to provide safety helmets, jackets and boots for the sole use of the Employer and his representatives as follows:

- (a) Employer (3 sets)

All sizes to be confirmed by the above, before commencement of the Works.

A31 FACILITIES / TEMPORARY WORKS / SERVICES (CONT/D)

1360 EMPLOYER'S REPRESENTATIVE SITE VISITS

- Safety: Submit details in advance, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- Protective clothing and/or equipment: Provide on-site for the Employer, the Employer's representatives and other visitors to the site.

1361 LOCAL AUTHORITY FEES AND CHARGES: the Employer will be responsible for the payment of any fees in respect of the granting of any planning permissions which are necessary and which are directly related to the permanent Works.

The Contractor will be responsible for the payment of any fees in respect of the granting of any Building Regulation / Control Consents which are necessary and which are directly related to the permanent works prior to the commencement of work upon the Site.

TEMPORARY WORKS

2055 ROADS: provide as necessary all temporary roads, tracks, crossings and hardstandings required for use by the Contractor, Sub-contractors, Suppliers and Statutory Authorities.

2091 ACCOMMODATION: provide as necessary, temporary sheds, offices, mess rooms, sanitary accommodation and other temporary buildings required for the Contractor's own and Sub-contractors' and Supplier's use and pay all rates in connection therewith.

Allow for all cleaning to all accommodation on at least a weekly basis.

2121 ROOM FOR MEETINGS: provide suitable temporary accommodation for site meetings, adequately heated and lit, with table and chairs for 8 people. The room may be part of the Contractor's own site offices, and cleaned on a weekly basis.

2131 DOCUMENTS: provide locked accommodation in which all drawings and documents are to be placed when the Site is not occupied by the Contractor. Such documents must be returned to the Employer on completion of the Works.

Retain up to date copies of the following on site:

1. The Employer's Requirements;
2. The Contractor's Proposals (unpriced);
3. Employer's Instructions;
4. A comprehensive set of current working drawings (or access to);
5. Statutory Approvals and associated correspondence;
6. Construction Phase Plan.

2301 SANITARY ACCOMMODATION: provide and maintain in a clean condition sanitary accommodation for the Employer's representatives, either separate or shared with the Contractor's supervisory staff.

A31 FACILITIES / TEMPORARY WORKS / SERVICES (CONT/D)

2361 OTHER SPECIFIC WORK: required by the Employer. Allow the use of general welfare facilities by persons employed or engaged by the Employer.

2411 PROTECTION: provide, erect, maintain, alter and adapt as required all screens, fencing, hoarding, fans, planked footways, guard rails, gantries and the like, which may be necessary to protect the public, visitors, the Site and any of its retained features or structures, work in progress and materials, including all gates, entrances, etc. required and allow for all lighting, fees, notices and licences in connection therewith (see also A12:2265) (refer to Clause A22:3203 for existing features). The Contractor's attention is drawn to the fact that adjoining property will be occupied and that members of the public will be in close proximity to the Site.

The Contractor shall take all necessary safety and security measures to prevent unauthorised access to the Site and the Works, including providing security alarms and CCTV surveillance cameras as deemed necessary.

2413 CONTRACTOR'S HOARDING / FENCING / BARRIERS: The Contractor shall provide and erect hoarding or fencing and / or barriers to the Works as necessary. Notwithstanding the general requirements of A31:2411, the hoarding to the Site boundary shall be erected prior to commencement of any works.

Maintain the hoarding / fencing throughout the carrying out of the Works.

Heras fencing / barriers will be used intermittently where construction method dictates.

Alter and adapt the hoarding / fencing / barriers to suit the progress of the Works.

The Contractor shall be allowed to fix his own corporate signage to any hoardings and or windows further to written consent from the EA

2462 SCAFFOLDING: provide as necessary for the execution of the Works. Ensure that standing scaffolding is erected early enough and / or dismantled late enough to suit the programmes of Sub-contractors.

Scaffolding shall comply with the Building (Safety, Health and Welfare) Regulations.

Allow for all costs for scaffolding licences and obtaining consents for scaffolding etc.

2500 NAMEBOARD: provide, erect, maintain and remove on completion a nameboard, supported on a suitable scaffold framework to display the title of the Project, name of Employer and 4 Nr. nameboards each 2400 x 600 mm. The Contractor will be permitted to display his own nameboard, in a manner to be agreed with the Employer.

Obtain all consents and pay all fees in connection with erecting the nameboards and advertisements.

2502 BULLETIN BOARD: provide, erect, maintain and remove on completion a weatherproof bulletin board adjacent to the Site entrance on a suitable frame or fixed to the hoarding and suitable for displaying progress bulletins and easily visible to pedestrians.

2503 CONTACT BOARD: provide, erect, maintain and remove on completion a board displaying the names and contact telephone numbers of the Site Manager and Contracts Manager

A31 FACILITIES / TEMPORARY WORKS/ SERVICES (CONT/D)

2510 STORAGE: no temporary buildings, huts, scaffolding, skips or other plant, machinery, tools, equipment or apparatus other than those currently required for the Works shall be stored on site. All of the above to be removed prior to or within a reasonable time after Practical Completion/ Taking Over / Date for Completion.

TEMPORARY SERVICES

3071 TELEPHONE AND INTERNET CONNECTION / E-MAIL FACILITY: provide mobile telephone and internet connection / e-mail facility on Site for own and Sub-Contractors and Suppliers use. Allow for all costs incurred.

3080 PHOTOCOPIER AND PRINTER: provide as soon as practicable after the Date of Possession a suitable on site photocopier and printer capable of printing drawings received by e-mail. All connections are to be provided. Allow for all costs incurred by all users.

3101 WATER: provide clean, fresh water for the Works and make temporary arrangements for storing and distributing about the Site. Make enquiries of the Employer to ascertain availability and metering arrangements. Pay all costs in connection.

3153 LIGHTING AND POWER: provide electricity and all equipment for lighting and power for the Works including for installing, testing and commissioning mechanical and electrical installations and make temporary arrangements for distributing about the Site. The whole of the temporary lighting and power installation must comply with the Home Office and Electricity Authority's Regulations, where applicable. Make enquiries of the Employer to ascertain availability and metering arrangements. Pay all costs in connection.

3262 THE PERMANENT ELECTRICAL INSTALLATION: may not be used for any purpose other than testing.

3401 THE PERMANENT HEATING INSTALLATION: may not be used for any purpose other than testing.

3402 FUEL FOR TESTING: provide all fuel and / or pay all charges for testing and commissioning Mechanical and Electrical Installations.

3405 PLANT COSTS: provide all plant, tools and vehicles for the carrying out of the Works.

4151 TRANSPORT: provide and allow for all transport for work people.

4201 DISBURSEMENTS: provide and allow for all disbursements arising from the employment of work people.

4211 OVERTIME AND NIGHTWORK: allow for the cost of all overtime and nightwork which will be necessary in order that the Works will be completed within the Contract period having regard always for the requirements of Clause A22:1401. Unless such overtime has been ordered in writing by the Employer in which case the Contractor shall render to the Employer each week a detailed statement of the overtime worked during the preceding week and the nett extra cost of the non-productive overtime will be ascertained and added to the Contract Sum.

4331 BONUS AND INCENTIVE SCHEMES: allow for the cost of any bonus or incentive schemes which may be necessary for the proper execution of the Works.

A31 FACILITIES / TEMPORARY WORKS/ SERVICES (CONT/D)

- 4400 SITE LABOUR: provide site labour for the full duration of the Works for, inter alia, unloading and distributing materials, providing attendances on Sub-contractors, keeping the Site tidy at all times.
- 4410 GENERAL ATTENDANCE: general attendance is deemed to include, inter alia, the use of the Contractor's temporary roads, pavings and paths, standing scaffolding, standing power operated hoisting plant, the provision of temporary lighting and water supplies, clearing away rubbish, provision of space for the Sub-contractor's own offices and the storage of his plant and materials and the use of mess rooms, sanitary accommodation and welfare facilities provided by the Contractor.
- 4415 OTHER ATTENDANCES: other attendances shall include for all unloading, hoisting, storing and distributing.
- 4420 SIGNAGE / FIRE EXTINGUISHERS: comply at all times with Statutory Requirements in respect of directional signage / fire extinguishers and the like.

A72 WORK SUBJECT TO INSTRUCTIONS

DAYWORKS

7031 PRIME COST: the Prime Cost of Daywork shall be calculated in accordance with the various sections of the Definitions of Prime of Daywork Carried Out Under a Building Contract last before issued by the Royal Institution of Chartered Surveyors and the National Federation of Building Trades Employers, subject to the following clarifications and amplifications:

1. Wages admissible to the daywork account shall be limited to those worked by operatives directly engaged manually upon daywork and not in a supervisory administrative or non-productive capacity. The Person-in-Charge shall not be charged on to daywork;
2. Despite the fact that the use of the hourly base rate, calculated in accordance with Section 3, apparently reimburses the Contractor more than he is called upon to pay (in respect of such items as the Joint Board Supplement and the like), it is intended that the base rates shall apply to all hours worked at the Contractor's option, including additional hours normally worked on the Site;
3. Plant shall be charged in accordance with the Schedule of Basic Plant Charges last before issued by the Royal Institution of Chartered Surveyors and notwithstanding the explanatory note to the contrary, the rates shall apply to all plant used on daywork including that brought on to the Site or hired specifically for daywork.

7041 OVERHEADS AND PROFIT: the Contractor shall insert below his percentage additions for each section for Overheads and Profit:

7051 LABOUR: include Provisional Sums for costs incurred:

1. Before the Taking Over Date:
Add for percentage adjustment:

7101 MATERIALS AND GOODS: include Provisional Sums for costs incurred:

1. At any time during the Contract:
Add for percentage adjustment:

7151 PLANT: include the Provisional Sums for costs incurred:

1. Before the Taking Over Date:
Add for percentage adjustment:

Rates for plant costs will be as set out in the Schedule of Basic Plant Charges published by the RICS current at the Base Date

7.00 CONTRACTOR'S DESIGN RESPONSIBILITY AND LIABILITY

7.01 The Contractor shall appoint, manage, monitor and co-ordinate a design and shall have a nominated Design Co-ordinator approved by the Employer. The Design Team shall comprise, as a minimum, a Structural Engineer. The Structural Engineer shall be novated to the Contractor pursuant to a formal Novation Agreement as included herein at Appendix D and the Structural Engineer must provide a Collateral Warranty to the Employer in the form required. The Designers and the individual members thereof shall in all respects be experienced in providing and performing design management and supervision services in respect of Works of a similar size, scope and complexity.

7.02 For the avoidance of any doubt, the Employer's design obligations shall be limited up to and including Stage 3 (Developed Design) of the RIBA Plan of Work. The Contractor shall accept responsibility for design work carried out by the novated consultants up to the point of novation as well as following novation. The Contractor shall be responsible for ensuring that the Design Team carry out all duties and follow the principles of the following RIBA Plan of Work stages:

<u>Stage</u>	<u>Description of Stage</u>
2	Concept Design
3	Developed Design
4	Technical Design
5	Construction
6	Handover and Close Out

7.03 The Contractor shall make himself fully and thoroughly aware of the requirements necessary to meet the design criteria included in the Employer's Requirements.

7.04 The Contractor shall where appropriate select, appoint, manage, monitor and co-ordinate specialist Sub-contractors or Suppliers to provide design services. Such specialist Sub-contractors or Suppliers shall in all respects be experienced in performing design services in respect of Works of a similar size, scope and complexity.

7.05 It should be noted that whether the Contractor obtains design services from the Contractor's own employees or from an independent source (such as an Architect or Structural or specialist Sub-contractor or Supplier) the Contractor will nevertheless remain responsible to the Employer for the adequacy of those services.

7.06 The Contractor shall ensure that the design carrying out and completion of the Works shall in all respects be in accordance with the Contract.

7.07 The Contractor's attention is drawn to the requirements of the Building Contract in respect of sub-letting the design for all or any portion of the Works.

7.08 The Contractor's attention is drawn to the requirement for the Design Team and Sub-contractors to provide Deeds of Collateral Warranty.

7.09 The Contractor shall grant to the Employer an irrevocable royalty-free, non-exclusive licence to use only in conjunction with the Works the drawings and other documents prepared by the Contractor, the Design Team, specialist Sub-contractors and Suppliers.

7.00 CONTRACTOR'S DESIGN RESPONSIBILITY AND LIABILITY (CONT/D)

7.10 The Contractor shall be responsible for the issue by their designers of their monthly written reports confirming that the Works are designed and built in accordance with the Employer's Requirements and the intent thereof.

7.11 Each designer shall issue as part of their monthly report a Statement of Design and Design Progress.

7.12 The Contractor shall take out and maintain from the Date of Possession until 12 years after Practical Completion/ Taking Over / Date for Completion of the Works, insurance in an amount not less than £2,000,000 (Two Million Pounds) for each and every claim to cover any negligence, omission or default on the part of the Contractor in the design of the Works (provided such insurance is available generally in the market at commercially reasonable rates).

7.13 The Contractor shall be responsible for ensuring that the Design Team carry out all duties required to complete the design in accordance with the Employer's Requirements.

7.14 The Contractor shall, check with due diligence the Employer's Requirements and advise the Employer of any discrepancies that he finds therein. The Contractor shall clearly identify his proposals for dealing with such discrepancies and agree the resolution of any discrepancies prior to entering into Contract with The Employer.

7.15 The Contractor will provide, as a minimum, the following:

1. Two sets of records of final versions of drawings i.e. full and comprehensive details of all aspects of the new buildings and external works including all mechanical and electrical, drainage and plumbing layouts including all valves and drain off positions and structural frame, floor layouts etc;
2. Memory sticks for (1.) above;
3. Health and Safety File;
4. Operating and Maintenance Manuals in accordance with A17:1502;
5. Maintenance and cleaning instructions for all finishes;
6. No later than 2 weeks prior to the Date for Completion, the Contractor will provide the Employer with a complete set of final versions of drawings and operating instructions. If the complete set is not available, the Contractor will provide information sufficient for the Employer to operate the building pending receipt of the total package. Practical Completion/ Taking Over / Date for Completion may be delayed due to the non-provision of the complete set, alternatively, a sum of £5,000 (Five Thousand Pounds) may be withheld from payments due to the Contractor until the complete set has been provided.

7.16 Submit samples of the materials as reasonably requested by the Employer and / or the EA.

7.17 Detailed specifications and Trade Literature which elaborate upon the specification within the Contractor's Proposals will also be required for the materials / products as reasonably requested by the Employer and / or the EA

7.00 CONTRACTOR'S DESIGN RESPONSIBILITY AND LIABILITY (CONT/D)

7.18 The Contractor shall be responsible for ascertaining the condition of all existing features including structures, drains, services, trees, hedges, roads, footpaths and the like, which will or may be affected by or will be incorporated into or will be connected to the Works. Allow for all works necessary to ensure their adequacy and stability during the carrying out and on completion of the Works and all costs in connection therewith.

7.19 The Contractor shall provide the EA with copies of all test results, test certificates, guarantees, warranties and the like which the EA may reasonably require.

7.20 The Project is subject to the Construction (Design and Management) Regulations 2015. If it is, the Contractor shall be the Principal Contractor under those Regulations.

1. A copy of the Pre-Construction Information is provided within the ERD's.
2. The Principal Designer and the Principal Contractor must ensure that a Construction Phase Health and Safety Plan has been satisfactorily prepared before any construction work is commenced;
3. The role of the Principal Designer will include, inter alia, ensuring co-operation between designers and the inclusion in the Construction Phase Plan of relevant information about any aspect of the project, structure or materials, which might affect health and safety;
4. As the Principal Contractor will be responsible for the design, liaison must be maintained with the Principal Designer throughout the construction phase to provide him with any information which requires inclusion in the Health and Safety File;
5. The Principal Contractor has a legal obligation to ensure, inter alia, the following requirements:
 - a) take reasonable measures so that the Health and Safety Plan is used and developed throughout the construction phase;
 - b) take steps to enable co-operation between all Sub-contractors so that each of them complies with health and safety legislation;
 - c) ensure that every Sub-contractor and every employee comply with any rules in the Health and Safety Plan;
 - d) take reasonable steps to ensure that any authorised persons are allowed on the premises;
 - e) display the notification by the Principal Designer to the Health and Safety Executive in a prominent position;
 - f) provide the Principal Designer with any information which would require to be included in the Health and Safety File;
 - g) as far as is reasonably practicable, provide every Sub-contractor with understandable information on the risks to health and safety to himself, his employees or persons under his control;

7.00 CONTRACTOR'S DESIGN RESPONSIBILITY AND LIABILITY (CONT/D)

- h) as far as is reasonably practicable, ensure that every Sub-contractor provides his employees with:
 - i. any information required;
 - ii. any health and safety training required.
- i) comply with and ensure that his employees and Sub-contractors comply with the Management of Health and Safety at Work Regulations 1999;
- j) ensure that employees and self employed persons are able to discuss and offer advice on matters which it can be foreseen will affect their health and safety;
- k) ensure that there are arrangements for the co-ordination of views of employees or self employed, where necessary for health and safety;
- l) the Principal Contractor may:
 - i. give reasonable directions to any Sub-contractor so far as is necessary to enable the Principal Contractor to comply with his duties;
 - ii. include reasonable rules in the Construction Phase Plan for the management of the construction work;
 - iii. any such rules contained in the Construction Phase Plan must be in writing and brought to the attention of persons affected by them.
- m) the Principal Contractor shall provide a copy of his Construction Phase Health and Safety Plan to the Principal Designer no later than two weeks before commencement of any work on site.

7.21 The Contractor's Health & Safety Advisor is not required to attend Project Meetings.

7.22 The Principal Contractor shall be aware that it shall be a condition precedent to Practical Completion/ Taking Over / Date for Completion that the Health and Safety File shall be provided to the EA seven days before the Date for Completion. Alternatively, a sum of £5,000 (Five Thousand Pounds) may be withheld from payments due to the Contractor until the Health and Safety File has been submitted and approved by the Principal Designer.

7.23 During the construction works, should the Principal Contractor wish to change the name of the company, the Principal Contractor is to provide the following:

1. Request the Employer's approval for change of name for the Works;
2. Provide the Employer written notification once name of company has changed from the appropriate legal bodies all records of the change of name;
3. Provide the Employer written notification that any works carried out prior to the change of name will be rectified by the new company.

8.00 CONTRACTOR'S PROPOSALS

- 8.01 The Contractor's Proposals, where and to the extent required, must respond to the content of the Employer's Requirements.
- 8.02 Any Provisional Sums within the Contractor's Proposals must not be exceeded in any way whatsoever. Provisional Sums included within the Contract Sum are maximum allowances for the works regardless of the cost to the Contractor. The Employer will not reimburse the Contractor any more than the Provisional Sum allowance.
- 8.03 The Contractor is required to submit copies of the Contractor's Proposals. The Contractor's Proposals must incorporate, as a minimum, the following:
1. Drawings:
 - GA Plans
 - Elevations
 - Electrical Layouts – including small power / data / fire alarm and detection
 - Mechanical Layout
 - Lighting Plans & Details
 - Finishes Schedules / Plans
- 8.04 The Contractor's Proposals must incorporate, as a minimum, the following documents:
1. Detailed Specification of Materials and Workmanship;
 2. Master programmes complete with an Integrated Design Programme, indicating the design / production, information, and procurement periods and the main construction activities (and in particular, those critical to the completion of the Works) and including a time contingency in respect of adverse weather conditions;
 3. A programme for submission of plans, drawings, specifications and other documents to the Employer / EA for approval;
 4. Method Statement detailing the sequence of operations and the methods of carrying out the operations in accordance with Health and Safety regulations and requirements;
 5. Quality Control Statement with reference to the control of design and construction of the Works in relation to ISO 9001;
 6. A schedule of final dates for information required by the Contractor, to be provided by the Employer which shall be reflected in the Master Programme;
 7. Evidence of insurances required in the Conditions of Contract (including insurances required from Sub-contractors engaged in relation to the design of the Works);
 8. Construction Phase Plan (including Evidence of Contractor's CHAS registration / approved / COSHH details / Health and Safety Risk Register / statement of roles and responsibility for health and safety within their organisation along with a statement of how health and safety is monitored and supervised / statement of how the Contractor will manage noise and nuisance with local residents and neighbours / Risk Assessments and Method Statements)

8.00 CONTRACTOR'S PROPOSALS (CONT/D)

8.05 The Contractor's Proposals must include and allow for all costs in connection with, inter alia, the following:

1. Obtaining Building Regulations Approval;
2. Discharging Planning Conditions and complying with the Planning Consent;
3. Complying with the requirements and appropriate recommendations of any other Statutory Authority;
4. Design of the Works including paying all design fees (for any Consultant, Sub-contractors and Suppliers engaged in relation to the design of the Works);
5. Complying with the Contractor's Obligations (see Section 6.00);
6. Carrying out and taking full account of the investigations and surveys in the design and construction of the Works;
7. Complying with the Conditions of Contract including, inter alia, providing the insurances, Warranties and Guarantees (if required) specified therein;
8. Carrying out the Works in accordance with the Employer's Requirements (this document) and the Contractor's Proposals;
9. Preliminary items, insofar as they are not previously covered under items above;
10. Any other works or requirements necessary for the full and proper execution of the Works in accordance with the Employer's Requirements and / or the intent thereof.

In this respect, the Contractor is to make all reasonable enquiries of the Employer, EA, QS, Local Authority, Statutory Authorities, Architect, and all other parties to ensure a full and complete understanding of the Project, before submission of his Contractor's Proposals.

The Employer will accept no responsibility for the Contractor's failure to make all such necessary enquiries and to obtain all information;

11. A Contract Sum Analysis for the design and construction of the Works which shall be in a form specified by or acceptable to the EA and / or QS;
12. The Construction (Design and Management) Regulations 2015 and all relevant Codes of Practice in respect of the role of Principal Contractor;
13. Complying with the requirements, duties and obligations arising by virtue of any third party agreements in so far as the Contractor has been made aware of these obligations through the ERD.

8.06 All quantities prepared by the Contractor shall be at the sole risk of the Contractor and any errors or omissions shall be borne by the Contractor.

9.00 CONTRACT SUM ANALYSIS / SCHEDULE OF RATES

- 9.01 The Contract Sum Analysis enclosed within Appendix C is to be prepared and submitted by the Contractor in accordance with the Employer's Requirements.
- 9.02 The Contract is for a lump sum price payable through monthly valuations, to be adjusted as necessary in accordance with the Contract Conditions.
- 9.03 Nothing contained in or omitted from the elements listed in the Contractor's submitted Contract Sum Analysis shall be construed as amending, modifying, limiting or restricting the Scope of the Works (including the design thereof) as set out in the Employer's Requirements.
- 9.04 Any errors or omissions in any quantities and / or descriptions contained in the Contract Sum Analysis shall be at the sole risk of the Contractor and shall not amend, modify, limit or restrict the Scope of the Works (including the design thereof) as set out in the Employer's Requirements and / or the Contractor's Proposals.
- 9.05 The Contractor shall if requested to do so provide any other information in respect of the build-up to the Contract Sum or may reasonably be required by the Employer / EA / QS to assist the Employer in checking the Contractor's Applications for Interim Payments and for assisting in the valuation of Changes in the Employer's Requirements.
- 9.06 The Contractor shall include with his Contract Sum Analysis a schedule of the all inclusive fees for design consultants.
- 9.07 The Contractor shall include with his Contract Sum Analysis a detailed breakdown of his Preliminaries costs.

10.00 PROVISIONAL SUMS

- 10.01 Any Provisional Sums included in the Contract Sum are deemed to be “defined Provisional Sums”. The Contractor shall be deemed to have made due allowance in programming, planning and pricing preliminaries associated with these Provisional Sums. If the Contractor feels that certain information remains outstanding then he should make all necessary enquiries of the Design Team in this respect as no additional costs will be accepted through want of knowledge.
- 10.02 For the avoidance of doubt the Provisional Sums are deemed to include the Contractor's Overheads and Profit.
- 10.03 Before entering into a contract with the Employer the Contractor shall make or carry out all such enquiries and investigations as he deems necessary to ascertain the exact scope and nature of those works which are the subject of Provisional Sums. The Contractor shall make due allowance for such works in his programme including inter alia, any design work required.
- 10.04 The Contractor shall request from the EA instructions in regard to the expenditure of Provisional Sums. Instructions shall be issued in accordance with the Contract
- 10.05 Requests for instructions shall be made within the timescales set out in the Design Programme so as to allow the Employer a minimum of one week to consider the proposals and sufficient time thereafter and before the works are due to be carried out in accordance with the Master Construction Programme, for the settlement of comments on design, programme (if appropriate) and costs. No claim whatsoever shall be entertained by the Employer for the non-compliance of the above.
- 10.06 All requests for instructions shall be supported by, as a minimum, the following:
1. identification of relevant Provisional Sum;
 2. all necessary drawings showing details, locations, perspective – as required
 3. proper detailed costs, quotations;
 4. samples – as required

Requests for instructions will not be considered without the above.