

Great Notley RAFT

31 January 2019

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A10 PROJECT PARTICULARS

- 110 THE PROJECT
- Name: RAFT.
 - Nature: Regeneration of Parish Council teen space.
 - Location: Great Notley, Essex.
 - Timescale for completion of the 'construction work': _____.
- 120 EMPLOYER (CLIENT)
- Name: Great Notley Parish Council.
 - Address: Great Notley Parish Council
7 Mallard Close,
Great Notley
Braintree
Essex
CM77 7YD.
 - Contact: Parish Clerk: Suzanne Walker.
 - Telephone: 01376 331251.
 - E-mail: greatnotleyclerk@gmail.com.
- 130 PRINCIPAL CONTRACTOR (CDM)
- Name: TBC.
 - Address: TBC.
 - Contact: TBC.
 - Telephone: TBC.
 - E-mail: TBC.
- 140 LANDSCAPE ARCHITECT/ CONTRACT ADMINISTRATOR
- Name: Groundwork East.
 - Address: Mill Green
Hatfield
Herts
AL9 5PE.
 - Contact: Julia Watts.
 - Telephone: 01707 255193.
 - Email: julia.watts@groundwork.org.uk.
- 150 PRINCIPAL DESIGNER
- Name: TBC.
 - Address: TBC.
 - Contact: TBC.
 - Telephone: TBC.
 - E-mail: TBC.

A11 TENDER AND CONTRACT DOCUMENTS

110 TENDER DRAWINGS

- The tender drawings are: _____.

120 CONTRACT DRAWINGS

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

160 PRECONSTRUCTION INFORMATION

- Format: The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries and other tender documents.

180 OTHER DOCUMENTS

- Inspection: Drawings and other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office of Great Notley Parish Council.
- The documents include: Services drawings, lease boundary drawings.

A12 THE SITE/ EXISTING BUILDINGS

110 THE SITE

- Description: The RAFT (Recreation Area for Teens) is a recreation space leased by Great Notley Parish Council from the Local Authority (Braintree District Council). The area is targeted to cater for the 11-18yr old age group, there is currently a Multi-use games area and several benches.

180 HEALTH AND SAFETY FILE

- Availability for inspection: The Health and Safety File for the site/ building may be seen by appointment during normal office hours at: Great Notley Parish Council .
- Other documents: N/A.
- Arrangements for inspection: Please contact the Parish Clerk.

200 ACCESS TO THE SITE

- Description: The recreation ground is part of the larger Notley Green space. The area can be accessed from Notley Green off Cuckoo Way. There are footpaths crossing the access for public access.
- Limitations: Area is open to public access at all times and should be taken into consideration when writing risk assessments and health and safety plans .

210 PARKING

- Restrictions on parking of the Contractor's and employees' vehicles: Do not block public rights of way.

220 USE OF THE SITE

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

230 SURROUNDING LAND/ BUILDING USES

- General: Adjacent or nearby uses or activities are as follows:
 - The area surrounding Notley Green are residential housing, school grounds and the local supermarket. The site is not directly adjacent to any other than the school field but through traffic and public users are constantly using the pedestrian and vehicle access routes .

240 HEALTH AND SAFETY HAZARDS

- General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:
 - Underground services.
- Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
- Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

250 SITE VISIT

- Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- Arrangements for visit: Please contact the CA.

A13 DESCRIPTION OF THE WORK

120 THE WORK

- Description: Regenerate the recreation ground by removing the existing skate park and seating. Design and build of a new skate facility and general landscaping to include the installation of a teen shelter with base, balance beam and concrete seating .

A20 JCLI LANDSCAPE WORKS CONTRACT WITH CONTRACTOR'S DESIGN

JCLI LANDSCAPE WORKS CONTRACT WITH CONTRACTOR'S DESIGN

- The Contract: JCLI Landscape Works Contract with Contractor's Design 2017 (JCLI LWCD 2017).
- Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

First - THE WORKS

- Comprise: Removal of existing skatepark and seating, installation of new skate facility and teenshelter.
- Location of the Works: See clause A12/140.
- Landscape Architect/ Contract Administrator: See clause A10/140.

Second - CONTRACTOR'S DESIGNED PORTION

- The Works include the design and construction of:
 - Skatefacility, seating and landscaping.

Third - CONTRACT DOCUMENTS

- Contract drawings: As listed in clause A11/120.
- Contract documents: The following have not been prepared and will be deleted from this recital: Work schedules.

Fourth - PRICED DOCUMENTS

- The reference to The Contract Bills and Schedule of Rates will be deleted.

ARTICLES

3 - LANDSCAPE ARCHITECT/ CONTRACT ADMINISTRATOR

- Landscape Architect/ Contract Administrator: See clause A10/140.

4 and 5 - PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

- Principal Designer: See clause A10/150.
- Principal Contractor: See clause A10/130.

CONTRACT PARTICULARS

Fifth Recital and Schedule 2 - BASE DATE

- Base date: 04/06/2018.

Sixth Recital - CDM REGULATIONS

- The CDM Regulations apply, more than one contractor (as defined in those regulations) is required, Articles 4 and 5 and clauses 2.1.2.1 and 3.9 apply.

Eighth Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

- Collaborative working: Paragraph 1 applies.
 - Health and safety: Paragraph 2 applies.
 - Cost savings and value improvements: Paragraph 3 applies.
 - Sustainable development and environmental considerations: Paragraph 4 applies.
 - Performance indicators and monitoring: Paragraph 5 applies.
 - Notification and negotiation of disputes: Paragraph 6 applies.
 - Where paragraph 6 applies, the respective nominees of the parties are:
 - Employer's nominee: Landscape Institute_____.
 - Contractor's nominee: _____.
- Or such replacement as each party may notify to the other from time to time.

Article 7 - ARBITRATION

- Article 7 and Schedule 1 apply.

Clause 2.3 - COMMENCEMENT AND COMPLETION

- Date for Commencement: _____.
- Date for Completion: _____.

Clause 2.9 - LIQUIDATED DAMAGES

- At the rate of £500 per calendar week or pro-rata thereto.

Clause 2.11 - RECTIFICATION PERIOD

- Defects and plant establishment by Contractor: Clause 2.11A applies (2.11B deleted).
- Rectification period: 12 months from the date of practical completion.

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

- Period: 2 weeks from the date of practical completion.

Clause 5.3 - CONTRACTOR'S PUBLIC LIABILITY INSURANCE - INJURY TO PERSONS OR PROPERTY

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

Clause 7.2 - ADJUDICATION

- The Adjudicator is: RIBA.
- Nominating body: Royal Institute of British Architects.

Schedule 1 paragraph 2.1 - ARBITRATION

- Appointor of Arbitrator (and of any replacement): President or a Vice president of the: Royal Institute of British Architects.

THE CONDITIONS

EXECUTION

- The Contract: Will be executed under hand.

A30 TENDERING/ SUBLETTING/ SUPPLY

MAIN CONTRACT TENDERING

- 110 SCOPE
- General: These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.
- 145 TENDERING PROCEDURE
- General: In accordance with the principles of: Great Notley Parish Council Tendering Procedure.
 - Arithmetical errors: Pricing document is dominant.
- 160 EXCLUSIONS
- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
 - Relevant parts of the work: Define those parts, stating reasons for the inability to tender.
- 170 ACCEPTANCE OF TENDER
- Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non acceptance will be given.
 - Costs: No liability is accepted for any cost incurred in the preparation of any tender.
- 190 PERIOD OF VALIDITY
- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 180 days.
 - Date for possession/ commencement: See section A20.

PRICING/ SUBMISSION OF DOCUMENTS

- 210 PRELIMINARIES IN THE SPECIFICATION
- Measurement rules: Preliminaries/ General Conditions must not be relied on as having been prepared in accordance with SMM7.
- 220 PRICING OF PRELIMINARIES
- Charges: When pricing Preliminaries, identify separately for each item where, for the purpose of valuing the work, the charge for that item is considered to be:
 - Fixed: (i.e. where the charge for the item does not depend on duration).
 - Time related: (i.e. where the charge for the item is dependent on duration).
- 250 PRICED SCHEDULES OF WORK
- Alterations: Do not alter or qualify the priced schedules of work without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
 - Measurements: Where not stated, ascertain from the drawings.
 - Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
 - Submit: with tender.

- 300 QUANTITIES IN THE PRICED DOCUMENT
- Quantities: Where included in the priced document, these have been prepared in accordance with SMM7/ NRM2 only where and to the extent stated.
 - Other items, descriptions and measurements not prepared in accordance with SMM7/ NRM2: Must be priced taking account of the information given elsewhere in the tender documents, including for all associated and ancillary work shown or clearly apparent as being necessary for the complete and proper execution of the work.
- 310 TENDER
- General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.
- 480 PROGRAMME
- Programme of work: Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemize any work which is excluded.
 - Submit: With tender.
- 500 TENDER STAGE METHOD STATEMENTS
- Method statements: Prepare, describing how and when the following is to be carried out:
 - In-situ concrete.
 - Statements: Submit within one week of request.
- 515 ALTERNATIVE TIME TENDERS
- General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.
 - Date for completion: If any such tender is accepted the date for completion inserted in the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.
- 520 DESIGN DOCUMENTS
- Scope: Include the following in the Contractor's Proposals:
 - Design drawings: As described in design brief.
 - Technical information: As described in design brief.
 - Submit: With tender.
- 530 SUBSTITUTE PLANTS/ TREES
- Details: If plants/ trees differing from those specified are proposed, submit details with the tender giving reasons for each proposed substitution including origin and provenance. Substitutions, which have not been notified at tender stage, may not be considered.
- 550 HEALTH AND SAFETY INFORMATION
- Content: Describe the organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
 - Include:
 - A copy of the health and safety policy document, including risk assessment procedures.
 - Accident and sickness records for the past five years.
 - Records of previous Health and Safety Executive enforcement action.
 - Records of training and training policy.
 - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
 - Submit: Within one week of request.

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

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

590 SITE WASTE MANAGEMENT PLAN

- Person responsible for developing the Plan: The Contractor.
- Content: Include details of:
 - Principal Contractor for the purposes of the plan
 - Location of the site.
 - Description of the project.
 - Estimated project cost.
 - Types and quantities of waste that will be generated.
 - Resource management options for these wastes including proposals for minimization/ reuse/ recycling.
 - The use of appropriate and licensed waste management contractors.
 - Record keeping procedures.
 - Waste auditing protocols.
- Additional requirements: ..
- Submit with tender.

599 FREEDOM OF INFORMATION

- Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
- Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
- Confidentiality: Maintain at all times.

SUBLETTING/ SUPPLY

640 'LISTED' DOMESTIC SUBCONTRACTORS

- The work:
 - Description: _____.
 - Detailed in the Specification and drawings numbered _____.
- The list:
 - The above work must be carried out by one of the following _____.
 - The Employer or Architect may, but only with the consent of the Contractor which shall not be unreasonably withheld, add additional person(s) to the list at any time prior to the execution of a binding subcontract agreement.
 - The Contractor may, but only with consent, which will not be unreasonably withheld, add additional persons to the list and must, if requested, submit (in an approved form) evidence of the suitability of such additional person(s). Wherever possible, submissions for addition of person(s) must be made, and consent obtained, before return of the tender. When any submission for addition of person(s) is made with the tender the consequences, if any, to the tender price compared to the use of the listed persons are to be made clear or the tender will be treated as qualified.
 - If at any time prior to execution of a binding subcontract agreement, less than three persons named in the list (including any persons added as provided above) are able and willing to carry out the relevant work, give notice without delay. The Employer will then forthwith add the names of other persons as provided above so that the list comprises not less than three such persons, or confirm that no names will be added. If the Employer fails to do either within one week of the Contractor's notification, the Contractor, who may subcontract in accordance with the Contract, must carry out the work.
- Before start of work to which the list relates: Enter into a binding subcontract agreement and confirm that this has been done, giving the name of the selected subcontractor.

710 APPROVED FIRMS

- General: The work listed below is to be carried out by the firm stated or, where alternatives are given, one of the firms of the Contractor's choice.
 - Description: _____.
 - Carried out by: _____.

730 ADVANCE PROCUREMENT

- An advance order has been placed by the Employer for the supply of plants and trees for which a PC sum is included in section A56. The Contractor is required to inspect the stock at the nursery and submit with the tender a statement verifying that the stock is acceptable and meets the requirement of the specification.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

- 110 **DEFINITIONS**
- Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.
- 120 **COMMUNICATION**
- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
 - Format: In writing to the person named in clause A10/140 unless specified otherwise.
 - Response: Do not proceed until response has been received.
- 130 **PRODUCTS**
- Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.
 - Includes: Goods, plant, materials, site materials and things for incorporation into the Works.
- 135 **SITE EQUIPMENT**
- Definition: Apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
 - Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
 - Excludes: Products and equipment or anything intended to form or forming part of the permanent works.
- 145 **CONTRACTOR'S CHOICE**
- Meaning: Selection delegated to the Contractor, but liability to remain with the specifier.
- 150 **CONTRACTOR'S DESIGN**
- Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.
- 155 **SUBMIT PROPOSALS**
- Meaning: Submit information in response to specified requirements.

160 TERMS USED IN SPECIFICATION

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.
- Supply and fix: As above, but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

170 MANUFACTURER AND PRODUCT REFERENCE

- Definition: When used in this combination:
 - Manufacturer: the person or legal entity under whose name or trademark the particular product, component or system is marketed
 - Product reference: the proprietary brand name and/ or identifier by which the particular product, component or system is described.
- Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

200 SUBSTITUTION OF PRODUCTS

- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including:
 - manufacturer and product reference;
 - cost;
 - availability;
 - relevant standards;
 - performance;
 - function;
 - compatibility of accessories;
 - proposed revisions to drawings and specification;
 - compatibility with adjacent work;
 - appearance;
 - copy of warranty/ guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
- Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

210 CROSS REFERENCES

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

220 REFERENCED DOCUMENTS

- Conflicts: Specification prevails over referenced documents.

230 EQUIVALENT PRODUCTS

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

240 SUBSTITUTION OF STANDARDS

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

250 CURRENCY OF DOCUMENTS AND INFORMATION

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

260 SIZES

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

DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

- Copies: Two of each contract drawing and contract document will be issued free of charge (not counting any certified copies).
- Additional copies: Issued on request and charged to the Contractor.

440 DIMENSIONS

- Scaled dimensions: Do not rely on.

450 MEASURED QUANTITIES

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

460 THE SPECIFICATION

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

DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

510 CONTRACTOR'S DESIGN DOCUMENTS

- Master programme: Make reasonable allowance for completing design/production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
- Design/ production information: Submit two copies, one can be returned with comments. Ensure that any necessary amendments are made without delay.
- Contractor's changes to Employer's Requirements: Support request for substitution or change with all relevant information.
- Employer's amendments to Employer's Requirements: If considered to involve a change, which has not already been acknowledged as a change, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after it has been carried out, may not be allowed.
- Final version of design/production information: Submit two number copies.

600 CONTRACTOR'S DESIGN INFORMATION

- General: Complete the design and detailing of parts of the Works as specified.
- Provide:
 - Production information based on the drawings, specification and other information.
 - Liaison to ensure coordination of the work with related building elements and services.
- Master programme: Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
- Information required: As described in the design brief.
 - Format: Either electronic or printed copies.
 - Number of copies: 2.
- Submit: Within one week of request.

620 AS BUILT DRAWINGS AND INFORMATION

- Contractor designed work: Provide drawings/ information:
 - For the skate section as per the design brief.
- Submit: At least two weeks before date for completion.

630 TECHNICAL LITERATURE

- Information: Keep on site for reference by all supervisory personnel:
 - Manufacturers' current literature relating to all products to be used in the Works.
 - Relevant British, EN or ISO Standards.

640 MAINTENANCE INSTRUCTIONS AND GUARANTEES

- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- Information location: Health and Safety File .
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: Office hours only.

A32 MANAGEMENT OF THE WORKS

GENERALLY

- 110 SUPERVISION
- General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
 - Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.
- 120 INSURANCE
- Documentary evidence: Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.
- 130 INSURANCE CLAIMS
- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.
 - Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.
- 140 CLIMATIC CONDITIONS
- Information: Record accurately and retain:
 - Daily maximum and minimum air temperatures (including overnight).
 - Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.
- 150 OWNERSHIP
- Alteration/ clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

PROGRAMME/ PROGRESS

- 205 TENDER PROGRAMME
- Content: Include details of dates for commencement, completion, end of defects periods and periods for:
 - All works included in the design brief.
- 210 PROGRAMME
- Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
 - Planning and mobilisation by the Contractor.
 - Subcontractor's work.
 - Work resulting from instructions issued in regard to the expenditure of provisional sums.
 - Work by others concurrent with the Contract.
 - Submit two copies.
- 245 START OF WORK ON SITE
- Notice: Before the proposed date for start of work on site give minimum notice of two weeks.

260 SITE MEETINGS

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

280 PHOTOGRAPHS

- Number of locations: 10.
- Frequency of intervals: Weekly.
- Image format: JPG.
- Number of images from each location: 4.
- Other requirements: NA

290 NOTICE OF COMPLETION

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

310 EXTENSIONS OF TIME

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

CONTROL OF COST

420 REMOVAL/ REPLACEMENT OF EXISTING WORK

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

430 PROPOSED INSTRUCTIONS

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

440 MEASUREMENT

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

460 INTERIM VALUATIONS

- Applications: Include details of amounts requested under the Contract together with all necessary supporting information.
- Submission: At least seven days before established dates.

470 PRODUCTS NOT INCORPORATED INTO THE WORKS

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

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

- 110 INCOMPLETE DOCUMENTATION
- General: Where and to the extent that products or work are not fully documented, they are to be:
 - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
 - Suitable for the purposes stated or reasonably to be inferred from the project documents. Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.
- 120 WORKMANSHIP SKILLS
- Operatives: Appropriately skilled and experienced for the type and quality of work.
 - Registration: With Construction Skills Certification Scheme.
 - Evidence: Operatives must produce evidence of skills/ qualifications when requested.
- 130 QUALITY OF PRODUCTS
- Generally: New. (Proposals for recycled products may be considered).
 - Supply of each product: From the same source or manufacturer.
 - Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.
 - Tolerances: Where critical, measure a sufficient quantity to determine compliance.
 - Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.
- 135 QUALITY OF EXECUTION
- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
 - Colour batching: Do not use different colour batches where they can be seen together.
 - Dimensions: Check on-site dimensions.
 - Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
 - Location and fixing of products: Adjust joints open to view so they are even and regular.
- 140 COMPLIANCE
- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
 - Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
 - Properties tested.
 - Pass/ fail criteria.
 - Test methods and procedures.
 - Test results.
 - Identity of testing agency.
 - Test dates and times.
 - Identities of witnesses.
 - Analysis of results.

150 INSPECTIONS

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

160 RELATED WORK

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

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

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

180 WATER FOR THE WORKS

- Mains supply: Clean and uncontaminated.
- Other: If proposed, provide evidence of suitability.

SAMPLES/ APPROVALS

210 SAMPLES

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

220 APPROVAL OF PRODUCTS

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

230 APPROVAL OF EXECUTION

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

ACCURACY/ SETTING OUT GENERALLY

320 SETTING OUT

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

330 APPEARANCE AND FIT

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

360 RECORD DRAWINGS

- Site setting out drawing: Record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the Contract and hand over on completion.

SERVICES GENERALLY

410 SERVICES REGULATIONS

- New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.

420 WATER REGULATIONS/ BYELAWS NOTIFICATION

- Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.
- Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

525 ACCESS

- Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.
- Designate: Contract Administrator.

530 OVERTIME WORKING

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
 - Minimum period of notice: Three days.
- Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

540 DEFECTS IN EXISTING WORK

- Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- Documented remedial work: Do not execute work which may:
 - Hinder access to defective products or work; or
 - Be rendered abortive by remedial work.

560 TESTS AND INSPECTIONS

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

610 DEFECTIVE PRODUCTS/ EXECUTIONS

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

WORK AT OR AFTER COMPLETION

710 WORK BEFORE COMPLETION

- General: Make good all damage consequent upon the Works.
Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

720 SECURITY AT COMPLETION

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

730A MAKING GOOD DEFECTS

- Remedial work: Arrange access with Contract Administrator.
- Rectification: Give reasonable notice for access to the various parts of the Works.
- Completion: Notify when remedial works have been completed, defects works to be completed within two weeks of notification from CA unless otherwise agreed.

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

110 PRECONSTRUCTION INFORMATION

- Location: Integral with the project Preliminaries, including but not restricted to the following sections:
 - Description of project: Sections A10 and A11.
 - Client's consideration and management requirements: Sections A12, A13 and A36.
 - Environmental restrictions and on-site risks: Section A12, A35 and A34.
 - Significant design and construction hazards: Section A34.
 - The Health and Safety File: Section A37.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer/ Client no later than 3 weeks prior to commencing on site.
- Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
- Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.

150 SECURITY

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

170 OCCUPIED PREMISES

- Extent: The premises will be occupied and/ or used during the Contract as follows: Local superstore and residential area.
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorized in advance.

210 SAFETY PROVISIONS FOR 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 and maintain on site for visitors to the site.

PROTECT AGAINST THE FOLLOWING

330 NOISE AND VIBRATION

- Standard: Minimize noise and vibration levels during execution of the works.
- Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- Restrictions: Do not use radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

- 340 POLLUTION
- Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
 - Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.
- 345 FUEL, LUBRICANTS AND HYDRAULIC FLUIDS
- Restrictions:
 - Storing, handling and refuelling: On hard standing or other approved areas. Keep away from watercourses, drains, soil, planting and grassed areas.
 - Vehicles and equipment: Ensure there is no leakage or spillage. If spillage occurs, inform immediately and take appropriate emergency action.
- 350 PESTICIDES
- Use: Not permitted.
- 360 NUISANCE
- Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
 - Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.
- 370 ASBESTOS CONTAINING MATERIALS
- Duty: Report immediately any suspected materials discovered during execution of the Works.
 - Do not disturb.
 - Agree methods for safe removal or encapsulation.
- 371 DANGEROUS OR HAZARDOUS SUBSTANCES
- Duty: Report immediately suspected materials discovered during execution of the Works.
 - Do not disturb.
 - Agree methods for safe removal or remediation.
- 375 ANTIQUITIES
- Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the Works.
 - Preservation: Keep objects in the exact position and condition in which they were found.
 - Special requirements: Report to CA immediately.
- 390 SMOKING ON SITE
- Smoking on site: Not permitted.
- 400 BURNING ON SITE
- Burning on site: Not permitted.
- 415 SURFACE WATER
- Duty: Prevent hazardous build up including temporary conveyance and disposal from existing structures and the site during the course of the Works.
- 420 INFECTED TIMBER/ CONTAMINATED MATERIALS
- Removal: Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.
 - Testing: carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro organisms are within acceptable levels.

430 WASTE

- Includes: Rubbish, debris, spoil, surplus material, containers and packaging.
- General: Minimize production. Prevent accumulations. Keep the site and Works clean and tidy.
- Handling: Collect and store in suitable containers. Remove frequently and dispose off site in a safe and competent manner:
 - Non-hazardous material: In a manner approved by the Waste Regulation Authority.
 - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
- Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- Waste transfer documentation: Retain on site.

450 LASER EQUIPMENT

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

460 POWDER ACTUATED FIXING SYSTEMS

- Use: Not permitted.

470 INVASIVE SPECIES

- General: Prevent the spread of species (e.g. plants or animals) that may adversely affect the site or Works economically, environmentally or ecologically.
- Special precautions: N/A.
- Duty: Report immediately any suspected invasive species discovered during execution of the Works.
 - Do not disturb.
 - Agree methods for safe eradication or removal.

PROTECT THE FOLLOWING

510 EXISTING SERVICES

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

520 ROADS AND FOOTPATHS

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

530 EXISTING TOPSOIL/ SUBSOIL

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

540 RETAINED TREES/ SHRUBS/ GRASSED AREAS

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

550 RETAINED TREES

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

555 WILDLIFE SPECIES AND HABITATS

- General: Safeguard the following: hedgerow.
- Protected habitats and species: Upon discovery immediately advise. Do not proceed until instruction is received.
- Education: Ensure employees and visitors to the site receive suitable instruction and awareness training.

620 ADJOINING PROPERTY

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

625 ADJOINING PROPERTY RESTRICTIONS

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

640 MATERIALS FOR RECYCLING/ REUSE

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

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

GENERALLY

- 110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES
- Location: Give notice and details of intended siting.
 - Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

ACCOMMODATION

- 230 TEMPORARY ACCOMMODATION
- Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to starting on site.
 - Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.
- 260 SANITARY ACCOMMODATION
- Requirement: Provide sanitary accommodation for the Employer/ Purchaser, and other members of the consultant team, either separate or shared with the Contractor's supervisory staff. Maintain in clean condition and provide all consumables.
- 340 NAME BOARDS/ ADVERTISEMENTS
- Name boards/ advertisements: Not permitted.

SERVICES AND FACILITIES

- 430 WATER
- Supply: Clean fresh water for the execution of the Works.
 - Approval: Obtain before using a supply other than potable mains water.
- 435 WATER RESTRICTIONS
- Emergency legislation: If the water supply is or is likely to be restricted inform without delay and ascertain the availability of water from alternative sources.
 - Suitability: Check pH value of water from the new source and ensure that it is suitable for the plants/ soil/ turf being watered.
 - Cost: No extra payment will be instructed .
- 440 TELEPHONES
- Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.
- 540 METER READINGS
- Charges for service supplies: Where to be apportioned ensure that:
 - Meter readings are taken by relevant authority at possession and/ or completion as appropriate.
 - Copies of readings are supplied to interested parties.
- 550 THERMOMETERS
- General: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

- 110 THE BUILDING MANUAL
- Responsibility: The Contractor
 - Content: Obtain and provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works, including all buildings and their systems to enable efficient and safe operation and maintenance.
 - Specific requirements: TBC.
 - Format: Electronic.
 - Number of copies: 1.
 - Delivery to: CA. by (date) 2 weeks after completion of the retention period .
- 120 THE HEALTH AND SAFETY INFORMATION
- Content: Obtain and provide the following information Obtain and provide the following information: a brief description of the work carried out;
any hazards that have not been eliminated through the design and construction processes, and how they have been addressed (e.g. surveys or other information concerning asbestos or contaminated land);
key structural principles (e.g. bracing, sources of substantial stored energy – including preor
post-tensioned members) and safe working loads for floors and roofs;
hazardous materials used (e.g. lead paints and special coatings);
information regarding the removal or dismantling of installed plant and equipment (e.g. any special arrangements for lifting such equipment);
health and safety information about equipment provided for cleaning or maintaining the structure;
the nature, location and markings of significant services, including underground cables;
gas supply equipment; fire-fighting services etc;
information and as-built drawings of the building, its plant and equipment (e.g. the means of safe access to and from service voids and fire doors).
 - Submit:
 - To: Contract Administrator.
 - Number of copies: 1.
 - No later than: On completion.
- 155 CONTENT OF THE BUILDING MANUAL
- General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
 - Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
 - Building services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
 - Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.

180 MAINTENANCE INFORMATION

- Content: Include:
 - Printed instructions of procedures to be adopted by the Employer for the maintenance of the Works.
 - Copies of manufacturers current literature for all products for which the particular proprietary brand has been chosen by the Contractor, including where appropriate COSHH dated data sheets and manufacturers recommendations for cleaning and maintenance.
 - Copies of all guarantees, warranties and maintenance agreements offered by subcontractors and manufacturers.
 - Copies of all test certificates and reports required in the specification.
- Submit: At practical completion.