

Lymington Town Council – Woodside Gardens- New Footpath  
PRELIMINARIES AND CONTRACT/PROJECT PARTICULARS

THE PROJECT

Construction of new footpath

Location - Woodside Gardens, Lymington, SO41 8FP

EMPLOYER/CLIENT

Lymington Town Council, Town Hall, Avenue Road, Lymington, SO41 9ZG

CONTRACT ADMINISTRATOR, PRINCIPLE DESIGNER & QUANTITY SURVEYORS

Keith Sanger Associates Ltd, 23 Hazel Road, Lymington, SO41 8GR

PRINCIPLE CONTRACTOR

Will be the appointed Contractor

CONTRACT PARTICULARS

The Terms of the JCT Minor Works 2016 Contract will apply – to be signed Under Hand

Construction Industry Scheme – The Employer is not a Contractor

CDM Regulations will apply

Sixth Recital- not applicable

Seventh Recital – not applicable

Article 7 - Arbitration does apply

Base Date – not applicable Fully Fixed Price

BIM Protocol – does not apply

2.2 Date for possession of the site –xxxxxxxxxxxxxx and Date for Completion – To be agreed

2.8 Liquidated Damages at the rate of £xxxxxxxxxxxx per week

2.10 Rectification Period – 12 months from Practical Completion

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4.3 and 4.8 The Contract will be fully Fixed Price. No fluctuations

No advance payments

Interim Payments – monthly, dates to be agreed

Interim Payments- 95% and then 97.5% at Practical Completion

5.3 Contactors Public Liability Insurance - £10M

5.4A, 5.4B and 5.4C and Schedule I Works Insurance- Insurance Option B applies (the Employer will take out a Joint Names Policy)

Percentage to cover Professional Fess- 15%

Adjudication The Adjudicator will not be named. The Nominating Body will be the Royal Institution of Chartered Surveyors

Arbitration. The appointer will be the President or Vice President of the Royal Institution of Chartered Surveyors

TENDER AND CONTRACT DOCUMENTS

The Drawings

Footpath route plan Dwg 7B

Section Through Proposed Path Dwg 3B

Section Through Proposed Path – Tarmac Option – Dwg 6B

The Schedule of Works and Preliminaries

PLANNING, LISTED BUILDING CONSENT AND BUILDING REGULATIONS

Not Applicable

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THE SITE

ACCESS TO THE SITE & PARKING FOR CONTRACTOR

To be agreed.

USE OF THE SITE

Do not use the site for anything else other than or the execution of the works

TEMPORARY DISPLAY OF NAME BOARDS

None Allowed.

SITE VISITS

Before Tendering : Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works

Arrangement for visits through Keith Sanger Associates Ltd 01590 676879

NORMAL WORKING HOURS

Noisy operations not to commence before 8am and works not to extend beyond 6pm. No weekend working allowed. However quite working outside these hours will be allowed with prior agreement.

TENDERING/SUBLETTING/SUPPLY

ACCEPTANCE OF TENDER

The Employer and The Employers representatives:

Offer no guarantee that any tender will be recommended for acceptance or be accepted

Will not be responsible for any cost in preparation of the Tender

PERIOD OF VALIDITY

After submission keep the the tender open for consideration (unless previously withdrawn) for not less than 3 months.

TENDER

Tenders must include for all works shown or described in the tender documents as a whole or clearly apparent

SUBSTITUTE PRODUCTS

Details: if products of different manufacture to those specified are proposed, submit details with the tender giving reasons

SUBLETTING

## DEFINITIONS

### TERMS USED IN SPECIFICATION

In addition to the standard terms noted below refer also to any further definitions in the Schedules.

**Remove:** Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fastenings, supports, linings, and bedding materials. Dispose of unwanted materials. – Excludes taking out and disposing of associated pipe-work, wiring, duct-work, or other services.

**Fix:** Unload, handle, store, place and fasten in position including all labours and use of site equipment.

**Support and Fix:** Includes all labour and site equipment for unloading, handling, storing, and execution. All products to be supplied and fixed unless otherwise stated.

**Keep for Reuse:** Do not damage designated products or work. Clean off bedding and joining materials. Stack neatly, adequately protect and store until required by the Employer 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. Make secure, sound and neat. Excludes redecoration and/or replacement.

**Match Existing:** Provide products and work of the same appearance and features as the original, excluding aging and weathering. Make joints between existing and new work as inconspicuously as possible.

**System:** Equipment, accessories, controls, supports and ancillary items (including installation) necessary for that section of the work to function.

**Retain:** keep in situ and protect during works.

**Form:** Includes all labour and materials, site equipment for unloading, handling, storing, and execution.

## MANAGEMENT OF THE WORKS

### PROGRAM

- > Master Program: Immediately when requested and before starting work on the site submit in an approved form a master program of the Works, which must include details of:
  - Planning and mobilisation by the Contractor.
  - Subcontractor's work.
  - Running in, adjustment, commissioning and testing of all engineering services and installations.
  - Work resulting from instructions issues in regard to the expenditure of provisional sums.
  - Work by others concurrent with the Contract.
- > Submit 2 No copies.
- > Progress: Record on a copy of the programme kept on site.
- > Avoiding delays: If any circumstances arise which may affect the progress of the Works, submit proposals or take other action as appropriate to minimise any delay and to recover any lost time.

### CLIMATIC CONDITIONS

- > Information: Record accurately and retain:
  - Daily maximum and minimum air temperatures.
  - Delays due to adverse weather, including description of weather, types of work affected and number of hours lost.

### SITE MEETINGS

- > General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- > Frequency: Every Two Weeks
- > Location: On site.
- > Accommodations: Ensure availability at 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.

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SITE INSTRUCTIONS

- > Estimates: If a site instruction requires an estimate of cost, submit without delay and in any case within seven days.
- > Program: If a site instruction will, in the view of the contractor, impact on the contract date, submit without delay and in any case within seven days of an application for an Extension of Time setting out the relevant events.

REFERENCED DOCUMENTS:

- > Conflicts: Advise CA immediately on identifying and conflict in the contract documentation and do not proceed until the conflict has been resolved.

DIMENSIONS

- > Scaled dimensions: Do not rely on. Check all dimensions on site.

OWNERSHIP

- > Alteration/clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.
- > Products not incorporated into the Works: At the time of each valuation, supply details of the products not incorporated into the Works which are subject to any reservation of title inconsistent with the passing of property as required by the Conditions of the Contract, together with their respective values.
- > Evidence: When requested, provide evidence of freedom of reservation of title.

MEASUREMENT

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

INTERIM VALUATIONS

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

MECHANICAL PLANT

- > Provide all plant, tools, vehicles, including scaffolding and hoists etc. for the efficient execution of the works.

GENERAL ATTENDANCE ON SUB-CONTRACTS

- > Not applicable

#### GENERAL CLEARANCE OF WASTE

- > Includes: Rubbish, debris, spoil, containers, and surplus material.
- > Minimise: Keep the site and Works clean and tidy.
- > Remove: The contractor will clear from site all arising waste materials, spoil and debris as it arises to prevent over-accumulation or as agreed with the CA. To be disposed of 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.
  - Documentation: retain on site.
- > Voids and cavities in the construction: Remove rubbish, dirt and residue before closing on.
- > Waste transfer documentation: Retain on site.

#### PROVISIONAL SUMS

- > Tender: Sums to be included in the tender as given in the Schedule.
- > Expended: Only upon instructions issued through the CA and deducted if not required, either in whole or in part.
- > Purpose: These sums are for work items involving labour and materials and the sum in the Schedule is inclusive of the contractors' percentage mark up for profit and overheads.
- > Material Costs: To be charged at net of all discounts from suppliers.
- > Applications for payment: To be accompanied by suppliers' copy invoices with the contractor's tender mark up added to the net cost plus labour and the tender declared rate or as otherwise agreed in advance with the CA.

#### PRIME COST SUMS

- > Tender: Sums to be included in the tender as given in the Schedule plus the contractor's percentage mark up for profits and overheads.
- > Expended: Only upon instructions issued through CA.
- > Purpose: These sums are for supply only items.
- > Material costs: To be charged at net of all discounts from the suppliers.
- > Applications for Payment: To be accompanied by supplier copy invoices.

#### NOMINATED SUB-CONTRACTORS AND SUPPLIERS

- > None

#### SANITARY AND WELFARE ACCOMMODATION

- > The contractor will provide and maintain at his own expense the following facilities for the duration of the works: Welfare, toilet and hand-washing facilities.

Sub-contractors will be expected to provide their own office facilities.

Note:

- No foods or drink will be permitted within the works area other than in the designated Mess Hut.
- No smoking will be permitted in the above facilities or within the works area. If required a smoking area may be created by the main contractor subject to CA agreement, but this will not be within the confines of the buildings.
- Facilities within the project are not to be used and are to be kept sealed.

#### SKIPS

- > Locations: All waste and skips are to be located as agreed with the CA
- > Protection: Ensure no damage to existing surfaces by skip lorries or the skips.

#### STORAGE

- > Stores: The contractor to supply all storage facilities including secure stores as required at their (the contractor's) expense to be located as agreed with the CA.
- > Bulk Materials: To be stored as agreed with the CA.

#### BURNING ON SITE

- > Not permitted.

#### QUALITY/STANDARDS/CONTROL

##### SETTING OUT

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

##### 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.

##### QUALITY OF EXECUTION:

- > Generally: Fix, apply 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.

##### 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 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 needed.

##### 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.

##### SERVICE RUNS

- > General: Provide adequate space and support for services, including unobstructed routes and fixings.

##### MECHANICAL AND ELECTRICAL SERVICES

- > Not applicable

##### DEFECTS IN EXISTING WORK



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- > Undocumented Defects: When discovered, immediately give notice.  
Do not proceed with affected related work until response has been received.

WORK BEFORE COMPLETION

- > General: Make good all damages consequent upon the work.
- > 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 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.
- > 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.

SECURITY AT COMPLETION

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

SECURITY/SAFETY/PROTECTION

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 unauthorised access to the site, the works, and adjoining properties.

STABILITY

- > Responsibility: Maintain the stability and structural integrity of the Works during the Contract.
- > Design Loads: Obtain details, support as necessary and prevent overloading.

POLLUTION

- > Prevention: Protect the site, the Works, and the general environment, including streams and waterways, against pollution.
- > Contamination: If pollution occurs inform immediately, including to the appropriate Authorities, and provide relevant information.

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.

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.

FIRE PREVENTION

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

MOISTURE

- > Damp: Prevent where this may cause damage to the Works.
- > Drying Out: Control humidity and the application of heat to prevent:
  - Blistering and failure of adhesion.
  - Damage due to trapped moisture.
  - Excessive movement.

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 mains and 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 or statutory undertaker’s recommendations.
  - Adequately protect and prevent damage to services.
  - Do not interfere with their operation without consent from the service authorities/statutory undertakers or other owners.
- > Identifying Services:
  - Below ground use signboards, giving type and depth.
  - Overhead use headroom markers.
- > Damage to Services:
  - Immediately give notice and notify appropriate service authority/statutory undertaker.
  - Make arrangements for work to be made good without delay, to the satisfaction of the service authority/statutory undertaker.
  - Any measurements 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 undertaker’s recommendations.

ROADS AND FOOTPATHS

- > Duty: Maintain roads and verges 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 owners.

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.

EXISTING FEATURES

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

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EXISTING STRUCTURES

- > Duty: Check the proposed methods of work for effects on adjacent structures inside and outside of the site boundary
- > Protection: Prevent damage to existing property undergoing alteration or extension.
- > Supports: During execution of the works:
  - Provide and maintain all incidental shoring, strutting, needling,, and other supports as may be necessary to preserve stability of existing structures on the site or adjoining that may be endangered or affected by the Works.
  - Do not remove until new work is strong enough to support existing structures.
  - Prevent overstressing of completed work when removing supports.
- > Adjacent Structures: Monitor and immediately report excessive movement.
- > Replacement Work: To match existing.

GENERAL PROTECTION

- > Provide as required by the CA necessary protection to elements of the project and/or existing building(s).
- > Interiors: Prevent exposure to weather during the course of the Works.

THE SITE FENCING

- > Hoardings etc to be provided ??????????????????????
  - Tree Protection
  - Area of path construction to be protected by low level orange plastic fencing
- > Maintenance: Replace/reinstate/maintain during the Works to sustain the site restriction.
- > At the end of the works remove and clear from the site, making good any disturbed ground.

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