**PROPERTY REFURBISHMENT**

**5 HERBERT STREET**

December 2022

|  |  |  |
| --- | --- | --- |
| Housing & Development Control  *Burnley Borough Council*  *Town Hall , Manchester Road*  *Burnley, Lancashire, BB11 9SA*  *Tel: (01282) 425011* |  |  |

## BURNLEY BOROUGH COUNCIL

**PROPERTY REFURBISHMENT**

**5 HERBERT STREET**

## SECTION NO 1

## PRELIMINARIES

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| A10 110  120  127  141    147  150  All | PROJECT PARTICULARS THE PROJECT:  Name: Property refurbishment  At: 5 Herbert Street, Burnley    EMPLOYER:  Burnley Borough Council  Town Hall  Manchester Road  Burnley, BB11 9SA  THE PRINCIPAL CONTRACTOR:  The Main Contractor  CONTRACT ADMINISTRATOR:  Paul Gatrell  Head of Housing & Development Control  Burnley Borough Council  Principle Designer  Brian Mason  Glovers Project Services Ltd  The Old Tennery  Eastgate, Accrington  BB5 6PW  In accordance with the Construction (Design and Management) Regulations 2015,  QUANTITY SURVEYOR  Michael Renwick  Quantity Surveyor  ACS Surveyors  Lancashire Digital Technology Centre  Bancroft Road, Burnley, BB10 2TP  DRAWINGS:  Attached |  |  |  |
|  | To collection £ |  |  |  |

1 / 1

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| **A12**  110  240  280  290 A13 120 A20 910 | THE SITE/EXISTING BUILDINGS   THE SITE:    RISKS TO HEALTH AND SAFETY: The nature of the site/building is an existing property located on a road and making delivery/ access and vehicle movement difficult. However the following risks are or may be present: See Pre-assessment Safety Plan  The accuracy and sufficiency of this information is not guaranteed by the Employer or the CA and the Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the Works.    SITE VISIT: Before tendering, ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works. Site visit may only be made by prior agreement with **Wayne Keating 01282 477196** DESCRIPTION OF THE WORKS   The work comprises full house refurbishment, see the Schedule.   THE CONTRACT   MINOR WORKS AGREEMENT 2011: The form of contract will be the JCT Minor Works Building Contract 2011.  Where the contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the contract, it shall ensure that the provision is included in such a sub-contract which required payment to be made of all sums due by the contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice THE RECITALS First Recital  5 Herbert Street Burnley  Architect/Contract Administrator: See section A10  The reference to Architect will be deleted.  Second Recital  Contract Drawings Applies See section A10  The reference to “schedule of rates” will be deleted  Third Recital Applies |  |  |  |
|  | 1/2 To collection £ |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
|  | **ARTICLES**  Article 1. Contractors obligations applies  Article 2. Contract Sum  Article 3. Architect/ Contract Administrator/ Supporting officer for Burnley Borough Council  Article 5. Principal Contractor – applies  Article 6. Adjudication – applies  Article 7. Arbitration – applies  Article 8. Legal proceedings - applies **CONTRACT PARTICULARS** Clauses etc Subject  Fourth Recital Base Date 3rd January 2023  Schedule 2  Fourth Recital Construction Contractor is a “Contractor” And clause 4.2 Industry Scheme  Fifth Recital CDM Regulations is Notifiable    Article 7 Arbitration Article 7 and schedule 1 applies  1.1 CDM Planning 7 days  Period |  |  |  |
|  | To collection £ |  |  |  |

1 / 3

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
|  | * 1. Date for   Commencement 3rd January 2023  of works  2.2 Date of Completion 23rd March 2023     * 1. Liquidated Damages £150 per week   or part thereof  2.10 Rectification Period 3 months   * 1. Payment Percentage 95%   4.4 After Practical 97.5%  Completion  4.8.1 Supply of  Documentation 10 days    4.11 and Contribution, Levy Does not apply  schedule 2 and tax changes  4.11 and Percentage additions Does not apply  schedule 2  (Paragraph 13)  5.3.2 Contractors insurance £5 million  5.4A, 5.4B and Insurance of the works Clause 5.4A applies  5.4C works insurance by  Contractor in joint names  5.4.A.1 and Percentage to cover 14%  5.4B.1.2 professional fees  7.2 Adjudication The Royal Institution of  Chartered Surveyors  Schedule 1 Arbitration The Royal Institution of  (Paragraph Chartered Surveyors |  |  |  |
|  | To collection £ |  |  |  |

1 / 4

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
|  | INSURANCE OF THE WORKS: The Contractor should note that the works and all unfixed material and goods, plant, tools and equipment owned or hired by the Contractor shall be at the sole risk if the Contractor as regards loss or damage thereto by the Specified Perils. |  |  |  |
|  | To collection £ |  |  |  |

1 / 5

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
|  | DEFECTS AT PRACTICAL COMPLETION    Within the contract period stated in these documents, it is expected that all "snagging" defects identified by the contract administrator shall be made good by the contractor. Failure to do so within the contract period (which may be subject to extension in accordance with the contract conditions) shall necessitate deduction of liquidated damages. |  |  |  |
|  | END OF MAKING GOOD DEFECTS PERIOD    The Contractor shall, upon receipt of a Schedule of Defects, undertake and complete these defects within one week of the date of receipt. This period may be subject to extension by the CA, should he receive written notification from the Contractor as soon as this period is likely to be exceeded, giving the estimated extra time required and valid reasons (in the opinion of the CA) for the delay. |  |  |  |
|  | CORRUPTION: The Council shall be entitled to cancel any contract and to recover from the contractor the amount of any loss resulting from such cancellation, if the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract, or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the contractor), or, if in relation to any contract with the Council, the contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward, the receipt of which is an offence under Sub-Section 2 of Section 117 of the Local Government Act 1972. In such cases also, the Contractor shall be debarred from any further transaction with or employment by, the Council, and the recipient of any such gift or consideration, fee or reward shall, if an officer or servant of the Council, be liable to instant dismissal. |  |  |  |
|  | GOVERNMENT ACTS: The Contractor shall comply with the Equal Pay Act 1970, the Health and Safety at Work Act 1974. |  |  |  |
|  |  |  |  |  |
|  | To collection £ |  |  |  |

1 / 6

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
|  | And the Equalities Act 2010.  Local Authorities have regard to the need to eliminate unlawful discriminations and promote equality of opportunity and good relations between all persons. The council shall be entitled to ask (in writing only) approved questions of Contractors relating to workforce matters if consideration of the information or inclusion of the contract terms is reasonably necessary to secure compliance with current legislation. |  |  |  |
| A30 110  120  170  191  315  320  341 | TENDERING/SUBLETTING/SUPPLY   SCOPE: These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.    TENDERING PROCEDURE: will be in accordance with the principles of the “Code of Procedure for Single Stage Selective Tendering”.    ACCEPTANCE OF TENDER: The Employer and his representatives:   * Offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted. * Will not be responsible for any cost incurred in the preparation of any tender.   PERIOD OF VALIDITY: Tenders must remain open for consideration (unless previously withdrawn) for not less than 13 weeks from the date fixed for the submission or lodgement of tenders. Information on the date for possession/commencement is given in section A20.  PROJECTS WITHOUT QUANTITIES: 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.  PRICING OF SPECIFICATION: A fully detailed priced schedule with specifications will be expected to be submitted with your Tender.  ERRORS IN THE PRICED DOCUMENTS will be dealt with in accordance with the “Code of Procedure for Single Stage Selective Tendering” Alternative 1. |  |  |  |
|  | To collection £ |  |  |  |

1 / 7

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 535  551 | SUBSTITUTE PRODUCTS: If the Contractor wishes to substitute products of different manufacture to those specified, details must be submitted with the tender giving reasons for each proposed substitution. Substitutions sanctioned by the CA will be subject to verification requirements of clause A31/200.  HEALTH AND SAFETY INFORMATION: A statement must be submitted with the tender describing the organisation and resources which the contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of subcontractors and of any person who may be affected by the works, including:   * A copy of the Contractors health and safety policy document, including risk assessment procedures and method statements. * Records of previous Health and Safety Executive enforcement action. * The number and type of staff responsible for health and safety on this project with details of their qualifications and duties. |  |  |  |
|  | To collection £ |  |  |  |

1 / 8

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| A31 130  140  145  180  190  200 | PROVISION, CONTENT AND USE OF DOCUMENTS  DEFINITIONS AND INTERPRETATIONS IN WRITING: When required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.    APPROVAL: (and words derived therefrom) means the approval in writing of the CA unless specified otherwise.  SUBMIT (and words derived therefrom) means to the CA unless otherwise instructed.  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 clauses(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 he may discover.   REFERENCED DOCUMENTS: Where to the extent that this specification conflicts with referenced documents, this specification prevails  SUBSTITUTION OF PRODUCTS:     * Where the substitution of a product different to that specified is permitted before ordering the product inform the CA 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, where relevant, 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, fitness for purpose and appearance of  the construction as a whole. |  |  |  |
|  | To collection £ |  |  |  |

1 / 9

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 201  220  270  280  290  311  321 | * If such substitution is approved, and before ordering products, provide revised drawings, specification and manufacturer's guarantees.   EQUIVALENT PRODUCTS: Wherever products are specified by proprietary name and the phrase “or equivalent” is not included, it is to be deemed included.  CURRENCY OF DOCUMENTS:   * References to standards, type of approval certificates, catalogues, codes of practice and the like are to the editions, revisions, versions current at the date of tender. * References to BSI documents are to the versions and amendments listed in the BSI Standards Catalogue current at the date of tender.   SIZES: Unless otherwise stated:   * Products are specified by their co-ordinating sizes. * Cross section dimensions of timber shown on drawings are nominal sizes before any required planing.   FIX ONLY means all labours in unloading, handling, storing and fixing in position, including use of all plant.  SUPPLY AND FIX: Unless stated otherwise, all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete. TERMS USED IN REFURBISHMENT/ALTERATION REMOVE means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. The Contractor will be responsible for the disconnection of any existing services to motors etc. and the reconnection on completion.  KEEP FOR REUSE means:   * During removal prevent damage to the stated components or materials, and clean off bedding and jointing materials. * Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed. |  |  |  |
|  | To collection £ |  |  |  |

1 / 10

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 331  341  351  361  371  410  430  440  460 | REPLACE means:   * Remove the stated existing components, features and finishes. * Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed.   Make good as necessary.  REPAIR means carry out local remedial work to components, features and finishes as found in the existing building. Re-secure or re-fix as necessary and leave in a sound and neat condition. It does not include:  - Replacement of components or parts of components.  - Redecoration  MAKE GOOD means carry out local remedial work to components, features and finishes which have been disturbed  by other, previous work under this Contract and leave in a sound and neat condition. It does not include:  - Replacement of components or parts of components.  - Redecoration  The meaning of the term shall not be limited by this definition where used in connection with the defects liability provisions of the Contract.  EASE means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.  TO MATCH EXISTING means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of appearance. DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER ADDITIONAL COPIES OF DRAWINGS: Additional copies can be made available upon request.  ADDITIONAL COPIES OF SPECIFICATION: Specification will be issued to the Contractor in accordance with the Contract as part of the tender. Additional copies will be issued on request , but may be charged to the Contractor  DIMENSIONS: The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the CA any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.  THE SPECIFICATION: All sections of the specification must be read in conjunction with Main Contract Preliminaries/General conditions |  |  |  |
|  | To collection £ |  |  |  |

1 / 11

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 711  720 A32 120  130  150  212  261 | DOCUMENTS PROVIDED BY CONTRACTOR TECHNICAL LITERATURE: The Contractor is required to keep copies of the following on site, readily accessible for reference by all supervisory personnel:   * Manufacturers’ current technical literature relating to all products to be used in the Works * Those parts of BS 8000 “Workmanship on Building Sites” which are invoked in the specification.   MAINTENANCE INSTRUCTIONS AND GUARANTEES: Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to CA on or before Practical Completion. MANAGEMENT OF THE WORKS INSURANCES: Before starting work on site, submit documentary evidence and/or policies and receipts for the insurances required by the Conditions of Contract.  INSURANCE CLAIMS: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss, which may be caused by failure to give such notice.  OWNERSHIP: Materials arising from the alteration work are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.    PROGRAMME: As soon as possible and before starting work on site prepare in an approved form a programme of the Works, which must make allowance for all:     * Planning and Mobilisation by the Contractor * Subcontractors’ work * Running in, adjustment, commissioning and testing of engineering services and      * Work resulting from instructions issued in regard to the expenditure of provisional sums * Work by others concurrent with the Contract   Submit two copies to CA.  CA'S SITE MEETINGS:   * The CA or supervising officer will hold regular site meetings to review progress and other matters arising from the administration of the Contract. |  |  |  |
|  | To collection £ |  |  |  |

1 / 12

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 290  420  430  440  450  461 A33 110 | * Ensure the availability of accommodation and attend all such meetings.   NOTICE OF COMPLETION: Give CA notice of the anticipated dates of Practical Completion of the whole or parts of the Works.  EXISTING WORK: The extent and location of renewal of existing work must be agreed, at least on a provisional basis, with the CA before the work is started. Remove existing work, in ways, which will reasonably minimise the amount of removal and renewal.  ESTIMATED COST OF VARIATIONS: If the CA issues details of a proposed instruction with a request for an estimate of cost, submit such an estimate without delay and in any case within 7 days.  MEASUREMENTS: Give reasonable notice to the Quantity Surveyor before covering up work which the Quantity Surveyor requires to be measured.    DAYWORK VOUCHERS: Give reasonable notice to the Clerk of Works of the commencement of any work for which day-work vouchers are to be submitted. Before being delivered each voucher must be:   * Referenced to the instruction under which the work is authorised, and * 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.   INTERIM VALUATIONS: At least 7 days before the established dates for interim valuations submit to the Contract Administrator details of amounts due under the Contract together with all necessary supporting information. QUALITY STANDARDS/CONTROL  MATERIALS AND WORK GENERALLY   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 purposes stated in or reasonably to be inferred from the project documents, and * In accordance with good building practice. |  |  |  |
|  | To collection £ |  |  |  |

1 / 13

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 121  131  141 | 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 CA. * 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 CA. * 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.   PROPRIETARY PRODUCTS:   * Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform CA if this conflict with any other specified requirement. Submit copies to CA when requested. * The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturers' literature current at date of tender. * 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 CA 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.   CHECKING COMPLIANCE OF PRODUCTS: Check all documentation and the products themselves to ensure compliance 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. |  |  |  |
|  | To collection £ |  |  |  |

1 / 14

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 151  161 | 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. * Any products, which have a limited shelf life, are not out of date.     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, packing or containers until immediately before they are used. * Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion. * Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.   SUITABILITY OF RELATED WORK AND CONDITIONS:  Provide all trades with necessary details of related types of work. Before starting each new type or section of work, ensure that: |  |  |  |
|  | To collection £ |  |  |  |

1 / 15

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 171  181 | * Previous 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 weather-tight when internal components, services and finishes are installed   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 that 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 over-tighten 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 pre-finished components and products to remedy binding or poor fit without approval.   BS 8000: BASIC WORKMANSHIP     * Where compliance with BS 8000 is specified, this is only to the extent that the recommendations therein define the quality of the finished work. * Where BS 8000 gives recommendations on particular working methods or other matters which are properly within the province and responsibility of the Contractor, compliance therewith will be deemed to be a matter of general industry good practice, and not a specific requirement of the CA under the Contract. * If there is any conflict or discrepancy between the recommendations of BS8000 on the one hand and the project documents on the other, the latter will prevail. |  |  |  |
|  | To collection £ |  |  |  |

1 / 16

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 191  211  230  321  322  330  341 | WATER FOR THE WORKS: Clean and uncontaminated. If other than mains supply is proposed provide evidence of suitability. Test to BS 3148 if instructed. SAMPLES/APPROVALS SAMPLES: Where approval of products or materials is specified submit samples or other evidence of suitability. Do not confirm orders or use products until approval of samples has been obtained. Retain approved samples in good, clean condition on site for comparison with products used in the Works. Remove when no longer required.  APPROVALS: Where and to the extent that products or work are specified to be approved or the CA instructs or requires 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:   * To the express approval of the CA   or   * To match a sample expressly approved by the CA as a standard for the purpose  ACCURACY/SETTING OUT GENERALLY SETTING OUT: Check the levels and dimensions of the site against those shown on the drawings, and record the results on a copy of the drawings. Notify CA in writing of any discrepancies and obtain instructions before proceeding.    SETTING OUT: Inform CA when overall setting out is complete and before commencing construction.    RECORD DRAWINGS: Record details of all grid lines, setting-out stations, bench-marks and profiles on the site setting-out drawing. Retain on site throughout the contract and hand to CA on Completion.  APPEARANCE AND FIT:   * Arrange the setting out, erection, juxtaposition of components and application of finishes to ensure components and application of finishes to ensure satisfactory fit at junctions, no practically or visually unacceptable changes in plane, line or level and a true, regular finished appearance. * Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible. |  |  |  |
|  | To collection £ |  |  |  |

1 / 17

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 410  510  550  560  570  611 | SERVICES GENERALLY SERVICES REGULATIONS: Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority. SUPERVISION/INSPECTION/DEFECTIVE WORK SUPERVISION: The contractor shall employ a full time working site agent upon the works at all times, to whom instructions can be passed by the Contract Administrator.  DEFECTS IN EXISTING CONSTRUCTION to be reported to CA without delay. Obtain instructions before proceeding with work which may:   * Cover up or otherwise hinder access to the defective construction, or * Be rendered abortive by the carrying out of remedial work.   TIMING OF TESTS AND INSPECTIONS: Agree dates and times of tests and inspections with CA several days in advance, to enable the CA and other affected parties to be present.  PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/PRODUCTS:   * As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract, or appear that they may not be in accordance, submit proposals to CA for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution. * Such proposals may be unacceptable to the CA, and he may issue contrary instructions.  WORK AT OR AFTER COMPLETION GENERALLY:   * Make good, all damage consequent upon the work. * Remove all temporary markings, coverings and protective wrappings unless otherwise instructed. * Clean the works thoroughly inside and out including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work. |  |  |  |
|  | To collection £ |  |  |  |

1 / 18

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 650 A34 130  140  150  170 | * Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction. * Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions. * Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.   MAKING GOOD DEFECTS: Make arrangements with the CA and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform CA when remedial works to the various parts of the Works are completed. SECURITY/SAFETY/PROTECTIONGENERALLY SECURITY: Adequately safeguard the site, the Works, products, materials, plant, and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site compound and the Works.  STABILITY: Accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary. Prevent overloading.  OCCUPIED PREMISES:   * Existing grounds will be un occupied during the Contract period, however access for further surveys etc may be needed (see site location Plan) * Carry out the works without undue inconvenience and nuisance and without danger to public and users.   EMPLOYERS REPRESENTATIVES SITE VISITS: Inform the CA in advance of all safety Provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or his representatives when visiting the site. Provide protective clothing and/or equipment for the Employer and his representatives as appropriate. |  |  |  |
|  | To collection £ |  |  |  |

1 / 19

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 221  225  231  240  250  255  260  263  265 | PROTECT AGAINST THE FOLLOWING: NOISE: The Local Authority has granted consent under Part III of the Control of Pollution Act 1974 relating to the Works.  NOISE:   * Comply generally with BS5228: Part 1, clause 9.3 for minimising noise levels during the execution of the works. * Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles. * Do not use pneumatic drills and other noisy appliances between 5pm and 8am without consent of the CA. * Do not use or permit employees to use radios or other audio equipment in ways or at times which may cause nuisance.   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 and the CA without delay and provide them with all relevant information.  NUISANCE: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.  ASBESTOS BASED MATERIALS: Report immediately to the CA any suspected asbestos based materials discovered during demolition/refurbishment work. Avoid disturbing such materials. Agree with CA the methods for safe removal or encapsulation.  PARKING of the Contractor's and employees' vehicles will not be provided. usual Street parking will be available in the surrounding streets.  FIRE PREVENTION: Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with joint Code of Practice “Fire Prevention on Construction Sites” published by the Building Employers Confederation, the Loss Prevention Council.  FIRE PREVENTION: Smoking will not be permitted on the site  BURNING ON SITE of materials arising from the work will not be permitted. |  |  |  |
|  | To collection £ |  |  |  |

1 / 20

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 280  285  290  295 | MOISTURE: Prevent the 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:   * Blistering and failure of adhesion. * Damage due to trapped moisture. * Excessive movement.   INFECTED TIMBER: Where instructed to remove timber affected by fungal/insect attack from the building, do so in a way which will minimise the risk of infecting other parts of the building.  WASTE:   * Remove rubbish, debris, surplus materials and spoil regularly and keep the site and Works clean and tidy. * Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in. * Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.      * Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations. * Retain waste transfer documentation on site.   CONTROLLED WASTE: Contractors should note that under the Environmental Protection Act 1990: Section A34, producers of controlled waste from construction sites have a duty of care to take all such measures which are reasonable to prevent the illegal management of waste, to prevent the escape of controlled waste and to ensure that waste is transferred to an 'authorised person'. |  |  |  |
|  | To collection £ |  |  |  |

1 / 21

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 410  421  430  460  465 | PROTECT THE FOLLOWING:  WORK IN ALL SECTIONS: Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.  EXISTING SERVICES:   * Notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations. * Before starting work check positions of existing services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners. * Observe service authorities’ recommendations for work adjacent to existing services. * Adequately protect, and prevent damage to all services. Do not interfere with their operations without consent of the service authorities or other owners. * If any damage to services results from the execution of the Works, notify CA and appropriate service authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor's liability. * Replace any marker tapes or protective covers disturbed during site operations to the service authorities’ recommendations.     ROADS AND FOOTPATHS: Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising.    EXISTING WORK: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during the execution of the Works.  BUILDING INTERIORS: Protect building interiors exposed to the weather during the course of the alteration work with temporary enclosures of sufficient size to permit execution of the work and which will remain weather tight in severe weather. |  |  |  |
|  | To collection £ |  |  |  |

1 / 22

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 470  481  490 A35 110  130  140  150 | EXISTING FURNITURE, FITTINGS AND EQUIPMENT: Prevent damage to any furniture, fittings or equipment left in the existing property. Move as necessary to enable the Works to be executed, cover and protect as necessary and replace in original positions.  ADJOINING PROPERTY: Take all reasonable precautions to prevent damage to adjoining property. Bear the cost of repairing any damage arising from execution of the Works.  EXISTING STRUCTURES:   * Provide and maintain during the execution of the Works all incidental shoring, strutting, needling and other supports as may be necessary to preserve the stability of existing structures on the site or adjoining that may be endangered or affected by the Works. * Support existing structure as necessary during cutting of new openings or replacement of structural parts. * Do not remove supports until new work is strong enough to support the existing structure. Prevent over-stressing of completed work when removing supports.  SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING SCOPE: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.  METHOD/SEQUENCE OF WORK:  Works shall be as limited in the Conditions of Contract, with trades following each other in a continuous and sequential manner.  ACCESS TO THE SITE:  There is sufficient access to the property from the front and the rear  USE OF THE SITE:   * Do not use the site for any purpose other than carrying out the Works. |  |  |  |
|  | To collection £ |  |  |  |

1 / 23

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 160  165 A36 110  120  130  150  160  400  420 | WORKING AREA for the Contractor:  See the site plan  WORKING HOURS:  Contract hours shall be limited from 8am to 5pm week-days. Permission to work outside these hours shall be sought from the CA prior to working and as described within the tender document. FACILITIES/TEMPORARY WORKS/SERVICES LOCATIONS: Inform CA of the intended sitting of all spoil heaps, temporary works and services.  MAINTAIN, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good.  ROOM FOR MEETINGS: Meetings shall take place on site or by prior arrangement by Housing at Town Hall Offices .  SANITARY ACCOMMODATION: The contractor will have to provide his own sanitary accommodation for use by his employees and his subcontractors.  EXISTING ACCOMMODATION: The existing buildings can be used as temporary accommodation,as in accordance with The Construction (Design and Management ) Regulations 2015 and with prior arrangement with the Principle Designer.  NAME BOARDS/ADVERTISEMENTS:  Contractor's/subcontractors' name boards will be permitted. Advertisements will not be permitted.  LIGHTING AND POWER: the contractor will have to provide his own electricity supply for the Works; the contractor to pay all necessary charges. etc |  |  |  |
|  | To collection £ |  |  |  |

1 / 24

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| A37 118  155 | OPERATION/MAINTENANCE OF THE FINISHED BUILDING:    THE HEALTH AND SAFETY FILE: is an information source and guide for the Employer and end users providing an understanding of the building and its systems and enabling it to be operated and maintained safely. Provide the Planning Supervisor with one copy of the information required below not less than two weeks before Practical Completion.   * Details of construction methods and materials, which may present significant residual hazards with respect to cleaning, maintenance or demolition of all Contractor designed and performance specified work. * A full description of each of the building services systems installed, written to ensure that the Employers staff fully understands the scope and facilities provided. * Operating and maintenance instructions for all equipment and systems installed * Copies of manufacturers’ current technical literature for all products for which the particular proprietary brand has been chosen by the Contractor, including COSHH dated data sheets and manufacturers recommendations for cleaning and maintenance. * General maintenance instructions for all items of Contractor designed or performance specified work. * As built drawings recording details of construction for all Contractors designed or performance specified work. * A description of the building(s). * Names, addresses, telephone and fax numbers of all subcontractors, suppliers and manufacturers. * Copies of all guarantees, warranties and maintenance agreements offered by subcontractors and manufacturers.      * Copies of all test certificates and reports required in the Specification.   PRESENTATION OF BUILDING MANUAL: The Manual is to be contained in a series of A4 size, plastic covers, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled. Selected drawings needed to illustrate or locate items mentioned in the Manual, where larger than A4, are to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings. The main set(s) of as-built drawings will form annex (es) to the Manual. |  |  |  |
|  | To collection £ |  |  |  |

1 / 25

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
| 225  230  251 | TRAINING OF EMPLOYER'S STAFF: Before Practical Completion, explain and demonstrate to the Employer's maintenance staff the purpose, function and operation of the installations, including all items and procedures listed in the Building Manual. Include for not less two operating days for this purpose.  SPARE PARTS: At least one week before Practical Completion submit to the CA a schedule of spare parts that the Contractor recommends should be obtained and kept in stock by the Employer for maintenance of the services installations. State against each item the manufacturer's current price, including packaging and delivery to site.  TOOLS: At Practical Completion provide two complete sets of tools and portable indicating instruments for the operation and maintenance of all service plant and equipment (except any installed under Named Subcontracts), together with suitable means of identifying, storing and securing the same. |  |  |  |
|  | To collection £ |  |  |  |

1 / 26

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Fixed |  | Time related |
|  | Page No. 1/1  1/2  1/3  1/4  1/5  1/6  1/7  1/8  1/9  1/10  1/11  1/12  1/13  1/14  1/15  1/16  1/17  1/18  1/19  1/20  1/21  1/22  1/23  1/24  1/25  1/26  Total Fixed Charge  Total Time Related Charge NO.1 – PRELIMINARIES |  |  |  |
|  | To Main Summary £ |  |  |  |

1/27