

Playle & Partners

Woodbridge Town Council

Grounds Maintenance Term Contract

Grounds Maintenance Contract
Preliminaries

13-12-2022

Grounds Maintenance Measured Term Contract

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A10

Project particulars

Clauses

110 The Works

1. **Name:** Woodbridge Town Council - Grounds Maintenance Contract
2. **Nature:** Grounds Maintenance Works
3. **Contract Area:** Elmhurst Park, Kingston Field, Fen Meadow, Broomheath, the War Memorial Gardens, the Quaker Burial Ground, Fitzgerald Green, Market Hill, Theatre Street Amenity Grass together with all buildings at Elmhurst Park.

120 Employer (client)

1. **Name:** Woodbridge Town Council
2. **Address:** Shire Hall, Market Hill, Woodbridge, Suffolk, IP12 4LP
3. **Contact:** Mr Greg Diaper
4. **Telephone:** 01394 383 599
5. **Email:** townclerk@woodbridge-suffolk.gov.uk

140 Contract administrator (herein referred to as 'CA')

1. **Name:** Woodbridge Town Council
2. **Address:** Shire Hall, Market Hill, Woodbridge, IP12 4LP
3. **Contact:** Belinda Lloyd - Deputy Town Clerk
4. **Telephone:** 01394 383 599
5. **Email:** TBC

Ω End of Section

A11

Tender and contract documents

Clauses

160 Pre-construction information

1. **Format:** The pre-construction information is described in these Preliminaries in section A34. It refers to information given elsewhere in the Preliminaries, specification, drawings and associated documents.

Ω End of Section

A12

The site/ existing buildings

Clauses

110 The sites

1. **Description:** The Sites are open to the Public every day.

The Sites are as follows:

Elmhurst Park, Kingston Field, Fen Meadow, Broomheath, the War Memorial Gardens, the Quaker Burial Ground, Fitzgerald Green, Market Hill, Theatre Street Amenity Grass together with all buildings at Elmhurst Park, Whisstocks Place & Tide Mill Way.

Kingston Field Playground –

Address –

The Avenue, Woodbridge, Suffolk, IP12 4BA

Elmhurst Park –

Address –

Lime Kiln Quay Road, Woodbridge, IP12 1BB

Fen Meadow –

Address –

Seckford St, Woodbridge, IP12 4LZ

Broomheath –

Address –

Broomheath, Woodbridge, IP12 4LZ

War Memorial (Market Hill) –

Address –

Market Hill, Woodbridge, IP12 4LP

Quaker Burial Ground –

Address –

Turn Lane, Woodbridge, IP12 4AR

Fitzgerald Green –

Address –

Sun Lane, Woodbridge, IP12 1EG

Market Hill -

Market Hill, Woodbridge, Suffolk, IP12 4LP

Theatre Street (Public Toilets) –

Address –

2 Theatre Street, Woodbridge, IP12 4NE

Whisstocks Place & Tide Mill Way -

Tide Mill Way, Woodbridge, Suffolk, IP12 1BY

120 Contract area

1. **Location:** Woodbridge

180 Access to the site

1. **Description: Kingston Field Playground –**

Pedestrian access to site –

Walk from Jetty Lane (Northeast of site) towards the playground following the path which passes The Pavilion Café & Woodbridge Tennis Club.

Walk from the intersection of Jetty Lane & Kingston Farm Road (North of site) following the path that is in between the football pitches and goes directly to the playground.

Vehicular access to site –

The main road B1438 (Station Road) leads to a turnoff at Kingston Road (North of site) which is adjacent to the field. Kingston Road also intersects with Jetty Lane and Kingston Farm Road and the vehicular entrance gate is located here.

The main road B1438 (Station Road) leads to a turnoff at Cherry Tree Road (West of site) which is adjacent to the field. Cherry Tree Road leads to Kingston Farm Road and the vehicular entrance gate is at the intersection at the North of the site between Kingston Farm Rd and Jetty Lane.

Elmhurst Park –

Pedestrian access to site –

Walk on pavement of B1438 (Quayside) (East of site)

Car park on Hamblin Road adjacent to path leading through the centre of Elmhurst Park.

Turn off of Lime Kiln Quay Road towards Woodbridge Bowls Club & there is multiple paths leading to different sections of the park.

Vehicular access to site –

(NOTE RESTRICTED VEHICLE WIDTH)

Turn off of Lime Kiln Quay Road towards Woodbridge Bowls Club, **may** be enough room for vehicles to pass the club and gain access to the park.

There is also a vehicle access for all vehicles to park gates only from Lime Kiln Quay behind Selwyn and Elmhurst House.

Fen Meadow –

Pedestrian access to site –

Intersection of Queens Head Lane and Seckford Street is a pathway with stairs leading down to the meadow. (Near 37 Seckford Street).

Vehicular access to site –

Near 39 Seckford Street is a vehicular entrance gate. To access this road from Quayside/Station Road (B1438) turn onto Quay St and follow until reaching Seckford Street at the intersection. This access is at the North side of the site.

Broomheath –

Pedestrian access to site –

Broomheath Road turn into Kyson Hill Car Park which is adjacent to the site.

Vehicular access to site –

No vehicular access to the site and no turning for vehicles past the Kyson Hill Car Park.

Broomheath Road turn into Kyson Hill Car Park which is adjacent to the site.

To access Broomheath Road, turn off of B1438 (Ipswich Road) onto Sandy Lane then turn onto Broomheath shortly after. **Broomheath Road leads down to River Deben and is a dead end.**

Kyson Hill Car Park is closest access to site. There is a Private Road after the Car Park that should not be used for the delivery of these Works.

War Memorial (Market Hill) –

Pedestrian access to site –

Memorial is adjacent to the road. Walking along the pavement on Market Hill (intersection between Seckford Street and Church Street) will allow pedestrians access to the site.

Vehicular access to site –

Memorial is adjacent to the road. No access on site via vehicle. Parking is available nearby.

Quaker Burial Ground –

Pedestrian access to site –

Burial ground has gated entrance on Turn Lane. Access this road by turning off of Church Street onto Turn Lane.

Vehicular access to site –

No vehicular access on site. Light vehicles may be able to access Turn Lane but note access is narrow. Parking spaces are available directly next to the entrance of the Burial Ground on Turn Lane.

Fitzgerald Green –

Pedestrian access to site –

Site is accessible from the South side of the site located on Sun Lane. The green is on this road and can be easily accessed by pedestrians.

Vehicular access to site –

Vehicles are able to park directly next to the site on Sun Lane causing minor disruptions depending on the size of the vehicle. To access the site, turn off of The Thoroughfare Road onto Sun Lane and follow this until around house number 27.

Theatre Street (Public Toilets) –

Pedestrian access to site –

Site is accessible by pedestrians by walking on Theatre Street. The public toilets are located here and the grass is directly in front of it.

Vehicular access to site –

Vehicles are unable to access the site directly without causing major disruptions by blocking the road. Vehicles can travel down Theatre Street and use nearby parking available.

220 Use of the site

1. **General:** Do not use the site for any purpose other than carrying out the Works.
2. **Limitations:** None.

230 Surrounding land/ building uses

1. **General:** Adjacent or nearby uses or activities are as follows:

Kingston Field Playground –

Surrounding land / building uses –

Northeast of site – Woodbridge Tennis Club

Northeast of site – The Pavilion Café

Southeast of site – Train tracks adjacent to the field

Northeast of site – Woodbridge Train Station (Greater Anglia)

East of site – Water Sports Centre

East of site – River Deben

East of site – Deben Yacht Club

South of site – Private fields/land

Southwest of site – Grove Court Care Home

West of site – Residential area & roads

Northwest of site – Residential area & roads beyond the field

North of site – Orwell Housing Association

North of site – Deben Leisure Centre

East of site – Allotments

Elmhurst Park –

Surrounding land / building uses –

North of site – Woodbridge Bowls Club

North of site – Lime Kiln Quay car park

Northwest of site – The Red Lion Public House

West of site – Residential area & roads

West of site – Shops facing Thoroughfare Road

East of site – Quayside (B1438) main road

East of site – Train tracks

East of site – River Deben

East of site – Marine Broker

South of site – Public Toilet

South of site – Elmhurst Court (residential)
South of site – Hamblin Road car parks
South of site – Chapel properties
Southwest of site – Residential area and roads
Southwest of site – Co-op Supermarket
Southwest of site – Subway & Boots stores
Southwest of site – Woodbridge Train Station (Greater Anglia)

Fen Meadow –

Surrounding land / building uses –
North of site – Residential area & roads
Northeast of site – Woodbridge Fire and Police Station
East of site – Woodbridge School
South of site – Woodbridge Garden Centre
South of site – Medical Centres
South of site – Retirement Homes
West of site – Residential area & roads
Southwest of site – Woodbridge Cemetery
Northwest of site – Seckford Hospital Cemetery
Northwest of site – St Marys' C of E Primary School & Playgroup
Southeast of site – Woodbridge Train Station (Greater Anglia)

Broomheath –

Surrounding land / building uses –
North of site – Residential area & roads
North of site – Private land / fields
East of site – Residential area & roads
East of site – Private land / fields
East of site – River Deben
Northeast of site – Woodbridge Train Station (Greater Anglia) (not close)
South of site – Private land / fields
South of site – Martlesham Creek
West of site – Residential area & roads
West of site – Private land / fields

War Memorial (Market Hill) –

Surrounding land / building uses –
North of site – Residential area & roads
North of site – Intersection between 4 different roads on a corner/hill.
East of site – Shops including The Bull Inn Hotel
East of site – Residential area & roads
South of site – Woodbridge School
Southeast of site – Woodbridge Train Station (Greater Anglia)
West of site – Residential area & houses
West of site - Shops
Southwest of site – School fields & private fields / land
Southwest of site – Woodbridge St Mary the Virgin Church

Quaker Burial Ground –

Surrounding land / building uses –
North of site – Residential area & roads
North of site – Market Hill shops
East of site – Residential area & roads
East of site – Restaurants and shops on main road
South of site – Residential area & roads
Southwest of site – Deben Leisure Centre
Southwest of site – Woodbridge train station (Greater Anglia)
West of site – Woodbridge School fields
Northwest of site – Woodbridge Church

Northwest of site – Woodbridge School

Fitzgerald Green –

Surrounding land / building uses –

North of site – Woodbridge Primary School

Northeast of site – Residential area & roads

East of site – River Deben

East of site – Residential area & roads

South of site – Residential area & roads

Southeast of site – Elmhurst Park

South of site – Co-op Supermarket

South of site – St Johns Church

West of site – Residential area & roads

Theatre Street (Public Toilets) –

Surrounding land / building uses –

North of site – Residential area & roads

North of site – Shops

East of site – Residential area & roads

East of site – Shops / Hotel

South of site – Woodbridge School fields

Southeast of site – Woodbridge School

Southeast of site – Woodbridge St Mary the Virgin Church

West of site – Woodbridge Fire and Police Station

West of site – Residential area & roads

240 Health and safety hazards

1. **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:
2. **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.
3. **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 visits

1. **Assessment:** Visit buildings, land or other places within the Contract Area to assess local conditions and restrictions likely to affect the execution of the Works.
2. **Site visits: Arrangements:** To be arranged via the Contract Administrator.

Ω End of Section

A13

Description of the work

Clauses

120 Types of work

1. Scope: The types of work within the Contract Area consist of the following: Grounds Maintenance Works at Various Sites across Woodbridge.

Ω End of Section

A20

JCT 2016 measured term contract (MTC)

Clauses

JCT 2016 measured term contract

- The contract: JCT Measured Term Contract, (MTC), 2016 Edition.
- Requirement: Allow for the obligations, liabilities and services described.

The recitals

First - The Contract Area

- Description: The Employer requires maintenance and minor works to be carried out in the area described in clause A12/120.

The articles

3 - Contract Administrator

- Contract Administrator See clause A10/140.

8 - Legal proceedings

- Amendments: None

Contract particulars

First recital - Properties and description of the types of work

- 1.1: List of properties in the Contract Area in respect of which Orders may be issued: Elmhurst Park, Kingston Field, Fen Meadow, Broomheath, the War Memorial Gardens, the Quaker Burial Ground, Fitzgerald Green, Market Hill, Theatre Street Amenity Grass.
- 1.2: Description of the types of work for which Orders may be issued: Grounds Maintenance Works as listed in the Schedule of Rates.

Fifth recital and schedule - Supplemental provisions

- Collaborative working: Supplemental Provision 1 applies.
- Health and safety: Supplemental Provision 2 applies.
- Cost savings and value improvements: Supplemental Provision 3 does not apply.
- Sustainable development and environmental considerations: Supplemental Provision 4 applies.
- Performance indicators and monitoring: Supplemental Provision 5 applies applies.
- Notification and negotiation of disputes: Supplemental Provision 6 applies.
- Where paragraph 6 applies, the nominees of the parties are
 - Employer's nominee: Town Council Clerk - Mr Greg Diaper of Woodbridge Town Council, Shire Hall, Market Hill, Woodbridge, Suffolk, IP12 4LP
 - Contractor's nominee: TO BE COMPLETED BY CONTRACTOR
- Or such other replacement as each Party may notify to the other from time to time.

Article 1 and clause 7.1 - Contract Period

- Subject to clause 7.1. the Contract Period will be 3 years commencing on 01 April 2023.

Article 7 - Arbitration

- Article 7 and clauses 9.3 to 9.8 do not apply.

Clause 2.4 - Orders - minimum and maximum value

- Minimum value of any one Order to be issued: £0.00 (NIL)
- Maximum value of any one Order to be issued: £80,000.00

Clause 2.5 - Orders - value of work to be carried out

- Approximate anticipated value of work to be carried out under this Contract
 - £80,000.00, per annum.

Clause 2.6 - Orders - priority coding

- Priority codes
 - 'A' response time to be 24 hours;.

Clause 4.2 - Construction Industry Scheme (CIS)

- The Employer at the commencement of the Contract period is a 'contractor' for the purposes of the CIS.

Clause 4.3, 4.4 and 4.5 - Payments

- Estimated value of an Order above which progress payments can be applied for: £2,500.00 or monthly.
- Valuation dates
 - The Valuation Date in each month is the last day of the month.

Clause 5.2 - Responsibility for measurement and valuation

- The Contractor shall measure and value all Orders.

Clause 5.3, 5.6.1 and 5.6.2 - Schedule of Rates

- The Schedule of Rates is: The National Schedule of Rates (Building Works), subject to adjustment of the rates listed in that Schedule by the addition of the Adjustment Percentage which is: TO BE COMPLETED BY CONTRACTOR per cent.
- Where the Schedule of Rates is the National Schedule of Rates, the following versions are to apply
 - National Schedule of Rates [Building Works].

Clauses 5.4, 5.6.3 and 5.6.4. - Daywork

- Valuation - Percentage additions. Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows
 - Overheads and profit on Materials: TO BE COMPLETED BY CONTRACTOR
 - Overheads and profit on Plant, Services and Consumable Stores: TO BE COMPLETED BY CONTRACTOR
 - Overheads and Profit on Sub-Contractors: TO BE COMPLETED BY CONTRACTOR
- Revision of Schedule of Hourly Charges: Clause 5.6.3 applies. Where clause 5.6.3 applies:
 - The annual revision date is 01 April.
 - The basis of revision of hourly charges is set out in the Schedule of Rates.

Clause 5.7 - Overtime work

- The percentage addition in respect of overheads and profit for non-productive overtime is TO BE COMPLETED BY CONTRACTOR.

Clauses 6.4.1, 6.7A, 6.8 and 6.11 - Insurance

- 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 is not less than: £10,000,000.00
 - Percentage to cover professional fees: 0 per cent.
- Insurance of existing structures
 - Clause 6.7A.1 applies.
- Insurance of work or supply comprised in orders
 - Clause 6.7.B applies
 - Where clause 6.7B applies, annual renewal date of insurance as supplied by the Contractor: TO BE COMPLETED BY CONTRACTOR
- Terrorism cover: Details of the required cover: Not applicable.

Clause 7.1 - Break provisions – Employer or Contractor

- The period of notice is 4 weeks.

Clauses 9.2, 9.3 and 9.4.1 - Settlement of Disputes

- Adjudication
 - The Adjudicator is: To be appointed by the Nominating Body
 - Nominating body: The Royal Institution of Chartered Surveyors

Attestation

- The Contract will be executed: As a deed
- Other requirements: None

Conditions - No Amendments

Section 1. Definitions and interpretation

Clause 1.4 - Reckoning periods of days

- Amendments: None.

Clause 1.7 - Applicable law

- Amendments: None.

Section 2. Carrying out Work - No Amendments

Section 3. Control of Work - No Amendments

Section 4. Payment - No Amendments

Section 5. Measurement and Valuation - No Amendments

Section 6. Injury, Damage and Insurance - No Amendments

Section 7. Break Provision - Rights of each Party - No Amendments

Section 8. Termination for Default, etc. - No Amendments

Section 9. Settlement of Disputes - No Amendments

Ω End of Section

A30

Tendering/ subletting/ supply

Main contract tendering

110 Scope

1. **General:** These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.

145 Tendering procedure

1. **General:** In accordance with the principles of: the JCT Tendering 2017 Practice Note.
2. **Arithmetical errors:** Pricing document is dominant.

160 Exclusions

1. **Inability to tender:** Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
2. **Relevant parts of the work:** Define those parts, stating reasons for the inability to tender.

170 Acceptance of tender

1. **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.
2. **Costs:** No liability is accepted for any cost incurred in the preparation of any tender.

190 Period of validity

1. **Period:** After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 3 months.
2. **Date for possession/ commencement:** See section A20.

Pricing/ submission of documents

310 Tender

1. **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.
2. **Alterations:** Do not alter or qualify the priced schedules of work without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.

550 Health and safety information

1. **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.
2. **Include**
 - 2.1. A copy of the health and safety policy document, including risk assessment procedures.
 - 2.2. Accident and sickness records for the past five years.
 - 2.3. Records of previous Health and Safety Executive enforcement action.
 - 2.4. Records of training and training policy.
 - 2.5. The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
3. **Submit:** Within one week of request

570 Outline construction phase health and safety plan

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

599 Freedom of Information Act

1. **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.
2. **Determination:** Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
3. **Confidentiality:** Maintain at all times.

635 Supply chain agreements

1. **General:** All consultants, subcontractors and suppliers possibly involved in the tasks listed must agree to the principles of collaborative working.
2. **Proposed agreements:** Provide details of all subcontractors/ suppliers who will be entering into framework agreements to undertake the tasks listed.
3. **Submittal date:** with the tender

Ω End of Section

A31

Provision, content and use of documents

Definitions and interpretations

110 Definitions

1. **Meaning:** Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated here or in the appropriate referenced document.

The Term "Construction" or "Works", where referenced in any document for this project (unless expressly stated to the contrary) will mean the Woodbridge Town Council Grounds Maintenance Works.

120 Communication

1. **Definition:** Includes advise, inform, submit, give notice, instruct, agree, confirm, seek, provide or obtain information, consent or instructions, or make arrangements.
2. **Format:** In writing to the person named in clause A10/140 unless specified otherwise.
3. **Response:** Do not proceed until response has been received.

145 Contractor's choice

1. **Meaning:** Selection delegated to the Contractor, but liability to remain with the specifier.

150 Contractor's Design

1. **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

1. **Meaning:** Submit information in response to specified requirements.

160 Terms used in specification

1. **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 removal and disposal of associated pipework, wiring, ductwork or other services.
2. **Remediate:** Action or measures taken to lessen, clean up, remove or mitigate the existence of hazardous materials; in accordance with standards, or requirements as may be set out by statutes, rules, regulations or specification.
3. **Fix:** Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging. To include all labour, materials and site equipment for that purpose.
4. **Supply and fix:** As above, but including supply of products, components or systems to be fixed, together with everything necessary for their fixing. All products, components or systems are to be supplied and fixed unless stated otherwise.
5. **Keep for reuse:** Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, protect adequately and store until required by the employer/ purchaser, or until required for use in the works as instructed.
6. **Keep for recycling:** As 'keep for reuse', but relates to a naturally occurring material rather than a manufactured product.
7. **Make good:** Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
8. **Replace:** Supply and fix new products matching those removed. Execute work to match original new state of that removed.

9. **Repair:** Execute remedial work to restore something to its original working state. Make secure, sound and neat. Excludes redecoration and/ or replacement.
10. **Refix:** Fix removed products.
11. **Ease:** Adjust moving parts of designated products, or work to achieve free movement and good fit in open and closed positions.
12. **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.
13. **System:** Equipment, accessories, controls, supports and ancillary items (including installation) necessary for that section of the work to function.

170 Manufacturer and product reference

1. **Definition:** When used in this combination:
 - 1.1. **Manufacturer:** the person or legal entity under whose name or trademark the particular product, component or system is marketed
 - 1.2. **Product reference:** the proprietary brand name and/ or identifier by which the particular product, component or system is described.
2. **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

1. **Products:** If an alternative product to that specified is proposed, obtain approval before ordering the product.
2. **Reasons:** Submit reasons for the proposed substitution.
3. **Documentation:** Submit relevant information, including:
 - 3.1. manufacturer and product reference;
 - 3.2. cost;
 - 3.3. availability;
 - 3.4. relevant standards;
 - 3.5. performance;
 - 3.6. function;
 - 3.7. compatibility of accessories;
 - 3.8. proposed revisions to drawings and specification;
 - 3.9. compatibility with adjacent work;
 - 3.10. appearance;
 - 3.11. copy of warranty/ guarantee.
4. **Alterations to adjacent work:** If needed, advise scope, nature and cost.
5. **Manufacturers' guarantees:** If substitution is accepted, submit before ordering products.

210 Cross references

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

230 Equivalent products

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

240 Substitution of standards

1. **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.
2. **Before ordering:** Submit notification of all such substitutions.
3. **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

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

260 Sizes

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

Ω End of Section

A32 Management of the works

Clauses

120 Insurance

1. **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

1. **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 administering the Contract on their behalf and the Insurers.
2. **Failure to notify:** Indemnify the employer against any loss, which may be caused by failure to give such notice.

150 Ownership

1. **Alteration/ clearance work:** Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

430 Proposed instructions

1. **Estimates:** If a proposed instruction requests an estimate of cost, submit without delay, and in any case within seven days.
2. **Include**
 - 2.1. A detailed breakdown of the cost, including any allowance for direct loss and expense.
 - 2.2. Details of any additional resources required.
 - 2.3. Details of any adjustments to be made to the programme for the Works.
 - 2.4. Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.
3. **Inability to comply:** Inform immediately if it is not possible to comply with any of the above requirements.

440 Measurement

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

Ω End of Section

A33

Quality standards/ control

Clauses

110 Incomplete documentation

1. **General:** Where and to the extent that products or work are not fully documented, they are to be:
 - 1.1. Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
 - 1.2. Suitable for the purposes stated or reasonably to be inferred from the project documents.
2. **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

1. **Operatives:** Appropriately skilled and experienced for the type and quality of work.
2. **Registration:** With Construction Skills Certification Scheme.
3. **Verification:** When requested, operatives must produce evidence of skills/ qualifications.

130 Quality of products

1. **Generally:** New. (Proposals for recycled products may be considered).
2. **Supply of each product:** From the same source or manufacturer.
3. **Whole quantity of each product required to complete the Works:** Consistent in kind, size, quality and overall appearance.
4. **Tolerances:** Where critical, measure a sufficient quantity to determine compliance.
5. **Deterioration:** Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

135 Quality of execution

1. **Generally:** Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
2. **Colour batching:** Do not use different colour batches where they can be seen together.
3. **Dimensions:** Check on-site dimensions.
4. **Finished work:** Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
5. **Location and fixing of products:** Adjust joints open to view so they are even and regular.

150 Inspections

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

170 Manufacturer's recommendations/ instructions

1. **General:** Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
2. **Exceptions:** Submit details of changes to recommendations or instructions.

3. **Execution:** Use ancillary products and accessories supplied or recommended by main product manufacturer.
4. **Products:** Comply with limitations, recommendations and requirements of relevant valid certificates.

330 Appearance and fit

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

510 Supervision

1. **Replacement:** Give maximum possible notice before changing person in charge or site agent.

710 Work before completion

1. **General:** Make good all damage consequent upon the Works.
2. **Temporary markings, coverings and protective wrappings:** Remove unless otherwise instructed.
3. **Cleaning:** Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
4. **Cleaning materials and methods:** As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
5. **COSHH dated data sheets:** Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
6. **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.
7. **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

1. **General:** Leave the Works secure with, where appropriate, all accesses closed and locked.

730 Making good defects

1. **Remedial work:** Arrange access with Contract Administrator.
2. **Rectification:** Give reasonable notice for access to the various parts of the Works.
3. **Completion:** Notify when remedial works have been completed.

Ω End of Section

A34 Security/ safety/ protection

Clauses

110 Pre-construction information

1. **Location:** Integral with the project Preliminaries, including but not restricted to the following sections:
 - 1.1. **Description of project:** Sections A10 and A11.
 - 1.2. **Client's consideration and management requirements:** Sections A12, A13 and A36.
 - 1.3. **Environmental restrictions and on-site risks:** Section A12, A35 and A34.
 - 1.4. **Significant design and construction hazards:** Section A34.
 - 1.5. **The health and safety file:** Section A37.

120 Execution hazards

1. **Common hazards:** Not listed. Control by good management and site practice.
2. **Significant hazards:** The design of the project includes the following:
 - 2.1. **Hazard:** Please refer to Pre-Construction Information.
 - 2.2. **Precautions assumed:** Please refer to Pre-Construction Information.

130 Product hazards

1. **Hazardous substances:** Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: 'Workplace Exposure Limits'.
2. **Common hazards:** Not listed. Control by good management and site practice.
3. **Significant hazards:** Specified construction materials include the following:
 - 3.1. **Hazard:** Please refer to Pre-Construction Information.
 - 3.2. **Material:** Please refer to Pre-Construction Information.

140 Construction phase health and safety plan

1. **Submission:** Present to the employer no later than 1 month before commencing Works.
2. **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.
3. **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/ pre-construction information.

160 Stability

1. **Responsibility:** Maintain the stability and structural integrity of the works and adjacent structures during the contract.
2. **Design loads:** Obtain details, support as necessary and prevent overloading.

170 Occupied premises

1. **Extent:** Existing buildings will be occupied and/ or used during the contract as follows: No buildings made available for use to the Contractor shall be occupied during the Works. The Employer has confirmed that they will make available for the Contractor's sole use a garden shed for storage only in Elmhurst Park.

2. **Works:** Carry out without undue inconvenience and nuisance and without danger to occupants and users.
3. **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 allowed, provided that such overtime is authorized in advance.

180 Access control

1. **Controlled areas:** Elmhurst Park – the gardeners shed is accessible by a coded padlock (code to be provided).

Kingston Field, Whisstocks Place and Fen Meadow – Vehicular access is via access road accessible by gates with coded padlocks (codes to be provided)

2. **Control type:** See above.
3. **Authorised persons:** Submit a list of the names of all persons requiring access together with any other related information reasonably required.
4. **Return of credentials:** When requested or on completion of the work to which the controlled area relates.

200 Mobile telephones and portable electronic equipment

1. **Restrictions on use**
 - 1.1. No portable electronic equipment (including any amplified music equipment) to be used on Site. No personal phone calls to be taken on Site or during Works.

220 Working precautions/ restrictions

1. **Hazardous areas:** Operatives must take precautions as follows:
 - 1.1. **Work area:** Please refer to the Pre-Construction Information.
 - 1.2. **Precautions:** Please refer to the Pre-Construction Information.
2. **Permit to work:** Operatives must comply with procedures in the following areas:
 - 2.1. **Work area:** Please refer to the Pre-Construction Information.
 - 2.2. **Procedures:** Please refer to the Pre-Construction Information.

330 Noise and vibration

1. **Standard:** Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
2. **Noise levels from the Works:** Maximum level: 85 dB(A) when measured from 5 - 10m from Source.
3. **Equipment:** Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
4. **Restrictions:** Do not use:
 - 4.1. Percussion tools and other noisy appliances without consent during the hours of 6pm to 9am.
 - 4.2. Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

340 Pollution

1. **Prevention:** Protect the site, the works and the general environment (including the atmosphere, land, streams and waterways) against pollution.
2. **Contamination:** If pollution occurs, report immediately, including to the appropriate authorities, and provide relevant information.

350 Pesticides

1. **Use:** Not permitted.

360 Nuisance

1. **Duty:** Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
2. **Surface water:** Prevent hazardous build-up on-site, in excavations and to surrounding areas and roads.

370 Asbestos containing materials

1. **Duty:** Report immediately any suspected materials discovered during execution of the works.
 - 1.1. Do not disturb.
 - 1.2. Agree methods for safe removal or encapsulation.

371 Dangerous or hazardous substances

1. **Duty:** Report immediately suspected materials discovered during execution of the works.
 - 1.1. Do not disturb.
 - 1.2. Agree methods for safe removal or remediation.

380 Fire prevention

1. **Duty:** Prevent personal injury or death, and damage to the Works or other property from fire.
2. **Standard:** Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by Construction Industry Publications and The Fire Protection Association (The 'Joint Fire Code').

390 Smoking on-site

1. **Smoking on-site:** Not permitted.

400 Burning on-site

1. **Burning on-site:** Not permitted.

420 Infected timber/ Contaminated materials

1. **Removal:** Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the Site(s).
2. **Testing:** carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other microorganisms are within acceptable levels.

430 Waste

1. **Waste:** Includes rubbish, debris, spoil, containers and packaging, and surplus material requiring disposal.
2. **Requirement:** Minimize production and prevent accumulation of waste. Keep the site and works clean and tidy. Clean out voids and cavities in the construction before closing.
3. **Disposal:** Collect and store in suitable containers. Remove from site and dispose of in a safe and competent manner, as approved and directed by the waste regulation authority.
4. **Recyclable material:** Sort and dispose of at a materials recycling facility approved by the waste regulation authority.
5. **Documentation:** Retain on-site.

440 Electromagnetic interference

1. **Duty:** Prevent excessive electromagnetic disturbance to apparatus outside the site.

460 Powder actuated fixing systems

1. Use: Not permitted.

510 Existing services

1. **Confirmation:** Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
2. **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.
3. **Work adjacent to services**
 - 3.1. Comply with service authority's/ statutory undertaker's recommendations.
 - 3.2. **Adequately protect, and prevent damage to services:** Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
4. **Identifying services**
 - 4.1. **Below ground:** Use signboards, giving type and depth;
 - 4.2. **Overhead:** Use headroom markers.
5. **Damage to services:** If any results from execution of the Works:
 - 5.1. Immediately give notice and notify appropriate service authority/ statutory undertaker.
 - 5.2. Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
 - 5.3. Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
6. **Marker tapes or protective covers:** Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

520 Roads and footpaths

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

560 Existing features

1. **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.
2. **Special requirements:** Please refer to Fen Meadows Management Plan in Tender Documents.

570 Existing work

1. **Protection:** Prevent damage to existing work, structures or other property during the course of the work.
2. **Removal:** Minimum amount necessary.
3. **Replacement work:** To match existing.

580 Building interiors

1. **Protection:** Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.

600 Existing furniture, fittings and equipment

1. **Protection:** Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.

630 Existing structures

1. **Duty:** Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
2. **Supports:** During execution of the Works:
 - 2.1. 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.
 - 2.2. Do not remove until new work is strong enough to support existing structure.
 - 2.3. Prevent overstressing of completed work when removing supports.
3. **Adjacent structures:** Monitor and immediately report excessive movement.
4. **Standard:** Comply with BS 5975 and BS EN 12812.

640 Materials for recycling/ reuse

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

Ω End of Section

A35

Specific limitations on method/ sequence/ timing

Clauses

160 Use or disposal of materials

1. Specific limitations: Please refer to the Pre-Construction Information.

170 Working Hours

1. Specific limitations: No working to occur during the hours of 5pm to 7am, weekends or bank holidays (except for bin and litter collection) without prior consent of the Contract Administrator / Employer.

Ω End of Section

A36 Facilities/ temporary work/ services

Clauses

280 Accommodation Use/ Location

1. Restrictions
 - 1.1. Location Elmhurst Park - Garden Shed made available for Contractor's use. This is accessible by a coded padlock (code to be provided). There is hot and cold running water and a wash basin. There is also power available but no white goods (fridge, kettle, etc.) available for use. These may be provided by the Contractor for use by the Contractor but must comply with all necessary testing requirements, PAT Testing etc. The Contractor is also required to clean the Garden Shed (if used) on a monthly basis and shall ensure that the Garden Shed is returned to its present state upon Handover at the end of the Contract Works (to the satisfaction and approval of the Contract Administrator). The Contractor is expected to undertake a photographic condition schedule of the Garden Shed to assist with resolving any issues that may arise from its intended use..
 - 1.2. Public Toilets are available at Elmhurst Park for use by the Contractor.

420 Lighting and power

1. Supply: Electricity from the existing mains may be used for the Works as follows:
 - 1.1. Metering: Contractor to ascertain. Free of charge
 - 1.2. Point of supply: Contractor to ascertain.
 - 1.3. Available capacity: Contractor to ascertain.
 - 1.4. Frequency: 50 Hz.
 - 1.5. Phase: Contractor to ascertain.
 - 1.6. Current: Alternating.
2. Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

430 Water

1. Supply: The existing mains may be used for the Works as follows:
 - 1.1. Metering: Contractor to ascertain. Free of charge
 - 1.2. Source: Contractor to ascertain.
 - 1.3. Location of supply point: Contractor to ascertain.
 - 1.4. Conditions/ Restrictions: Contractor to ascertain.
2. Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

440 Telephones

1. Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.

Ω End of Section

A37

Operation/ maintenance of the finished works

Clauses - No Amendments

Ω End of Section

A50

Work/ products by/ on behalf of the employer

Clauses - No Amendments

Ω End of Section

A54

Provisional work/ items

Clauses - No Amendments

Ω End of Section



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