

Lodge Park Boiler Replacement

16 December 2019

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A
JCT 2016 Minor Works Building Contract

A10

PROJECT PARTICULARS

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110 THE PROJECT

- Name: Lodge Park Boiler Replacements.
- Nature: Replacement of existing boilers, associated plant and pipework .
- Location: Lodge Park Sports Centre.
- Length of contract: tba.

120 EMPLOYER (CLIENT)

- Name: Corby Borough Council .
- Address: Lodge Park Sports Centre, Shetland Way, Corby, Northamptonshire, NN17 2SG .
- Contact: Mr K Williams.
- Telephone: 01536 400033 .
- E-mail: kevin.williams@corby.gov.uk.

130 PRINCIPAL CONTRACTOR (CDM)

- Name: tbc.
- Address: _____.
- Contact: _____.
- Telephone: _____.
- E-mail: _____.

140 ARCHITECT/ CONTRACT ADMINISTRATOR

- Name: GERALD W GREY and Associates.
- Address: 29 Fallowfield, Wellingborough, Northamptonshire, NN9 5YZ.
- Contact: Mr G Taplin.
- Telephone: 01933 678077 .
- E-mail: gt.gga@btinternet.com or gg.gga@btinternet.com.

150 PRINCIPAL DESIGNER

- Name: Gerald W Grey and Associates.
- Address: 29 Fallowfield, Wellingborough, Northamptonshire.
- Contact: Mr G Taplin.
- Telephone: 01933 678077 .
- E-mail: gt.gga@btinternet.com or gg.gga@btinternet.com.

190 CLERK OF WORKS

- Name: Gerald W Grey and Associates.
- Address: as per 150 above.
- Telephone: _____.

A11

TENDER AND CONTRACT DOCUMENTS

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110 TENDER DRAWINGS

- The tender drawings are: Included within Particular Specification and Schedule of Works.

120 CONTRACT DRAWINGS

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

160 PRECONSTRUCTION INFORMATION

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

A12

THE SITE/ EXISTING BUILDINGS

A12 THE SITE/ EXISTING BUILDINGS

110 THE SITE

- Description: Lodge Park Sports Centre is located to the North of Corby Town Centre on Shetland Way. It is a purpose built sports facility adjacent to Lodge Park Academy. The ground floor consists of the reception areas and access to changing rooms and various suites. The first floor is accessed either by stairs or lift and again consists of various suites and the plant room where the boilers are currently located. .

120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

- Description: Lodge Park Academy is located to the left hand side of the Sports Centre and to the right hand side there are residential properties .

140 EXISTING UTILITIES AND SERVICES

- Drawings: (Information shown is indicative only): Included within Particular Specification and Schedule of Works.
- Other information: If further information is required please request as per RFQ contact details.

170 SITE INVESTIGATION

- Report: Included in the tender documents.

200 ACCESS TO THE SITE

- Description: Access to the facility is via Shetland Way, Corby. There is a large car park to the front of the building.
- Limitations: the car park can be busy during opening hours - any special arrangements needs to be arranged with the Project Manager/Client .

220 USE OF THE SITE

- General: Do not use the site for any purpose other than carrying out the Works.
- Limitations: none.

230 SURROUNDING LAND/ BUILDING USES

- General: Adjacent or nearby uses or activities are as follows:
- school and residential properties.

240 HEALTH AND SAFETY HAZARDS

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

250 SITE VISIT

- Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- Arrangements for visit: Kevin Williams on 01536 400033 or kevin.williams@corby.gov.uk .

A13

DESCRIPTION OF THE WORK

A13 DESCRIPTION OF THE WORK

120 THE WORKS

- Description: Lodge Park Sports Centre Boiler Replacement, associated plant and pipework as per Particular Specification and Schedule of Works.

A20

JCT MINOR WORK BUILDING CONTRACT (MW)

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JCT MINOR WORKS BUILDING CONTRACT

- The Contract: JCT Minor Works Building Contract 2016 Edition.
- Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

First - THE WORKS AND THE CONTRACT ADMINISTRATOR

- The work comprises: Boiler Replacement and Associated Works.
- Architect/ Contract Administrator: See clause A10/140.

Second - CONTRACT DOCUMENTS

- Contract drawings: As listed in clause A11/120.
Contract documents: The following have been prepared which show and describe the work to be done A specificaiton.

Third - PRICED DOCUMENTS

- Documents to be priced or provided by the Contractor: Contract specification.

ARTICLES

3 - ARCHITECT/ CONTRACT ADMINISTRATOR

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

4 and 5 - PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

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

4 and 5 - PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

- Articles 4 and 5 will be deleted

CONTRACT PARTICULARS

Fourth Recital and Schedule 2 - BASE DATE

- Base date: to be agreed following tender acceptance.

Fourth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)

- Employer at the Base Date is a 'contractor' for the purposes of the CIS.

Fifth Recital - CDM REGULATIONS

- The project is not notifiable.

Sixth Recital - FRAMEWORK AGREEMENT

- Framework agreement: Does not apply.

Details:

- Date: _____.
- Title: _____.
- Parties: _____.

Article 7 - ARBITRATION

- Article 7 and Schedule 1 apply.

Clause 2.2 - COMMENCEMENT AND COMPLETION

- Works commencement date: To be confirmed once tender awarded.
- Date for Completion: To be confirmed once tender awarded.

Clause 2.8 - LIQUIDATED DAMAGES

- At the rate of £3,000 per calendar week or pro-rata thereto.

Clause 2.10 - RECTIFICATION PERIOD

- Period: 12 months from the date of practical completion.

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

- Period: Three months from the date of practical completion.

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

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

Clause 7.2 - ADJUDICATION

- The Adjudicator is: will be president or vice president or chair or vice chairman.
- Nominating body: Royal Institution of Chartered Surveyors.

Schedule 1 paragraph 2.1 - ARBITRATION

- Appointor of Arbitrator (and of any replacement): President or a Vice president of the: The Royal Institution of Chartered Surveyors.

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.4 - RECKONING PERIODS OF DAYS

- Amendments: none to be made.

1.8 - APPLICABLE LAW

- Amendments: English Law.

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

EXECUTION

- The Contract: Will be executed as a deed.

CONTRACT GUARANTEE BOND

- Contract Guarantee Bond: none.

JCT PUBLIC SECTOR SUPPLEMENT

- Document: The JCT Public Sector Supplement 2011 - Fair Payment, Transparency and Building Information Modelling.
- Fair Payment provisions Apply.
- Transparency provisions Apply.
- Building information modelling provisions Do not apply.

A30

TENDERING/ SUBLETTING/ SUPPLY

A30 TENDERING/ SUBLETTING/ SUPPLY

MAIN CONTRACT TENDERING

- 110 SCOPE
- General: These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.
- 160 EXCLUSIONS
- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
 - Relevant parts of the work: Define those parts, stating reasons for the inability to tender.
- 170 ACCEPTANCE OF TENDER
- Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non acceptance will be given.
 - Costs: No liability is accepted for any cost incurred in the preparation of any tender.
- 190 PERIOD OF VALIDITY
- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 90 days.
 - Date for possession/ commencement: See section A20.

PRICING/ SUBMISSION OF DOCUMENTS

- 210 PRELIMINARIES IN THE SPECIFICATION
- The Preliminaries/ General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7/ NRM2.
- 250 PRICED DOCUMENTS
- Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
 - Measurements: Where not stated, ascertain from the drawings.
 - Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
 - Submit: With tender.
- 310 TENDER
- General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.
- 500 TENDER STAGE METHOD STATEMENTS
- Method statements: Prepare, describing how and when the following is to be carried out:
 - with tender.
 - Statements: Submit with the tender.
- 530 SUBSTITUTE PRODUCTS
- Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
 - Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

550 HEALTH AND SAFETY INFORMATION

- Content: Describe the organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- Include:
 - A copy of the health and safety policy document, including risk assessment procedures.
 - Accident and sickness records for the past five years.
 - Records of previous Health and Safety Executive enforcement action.
 - Records of training and training policy.
 - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- Submit: With the Tender.

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

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

590 SITE WASTE MANAGEMENT PLAN

- Person responsible for developing the Plan: The Contractor.
- Content: Include details of:
 - Principal Contractor for the purposes of the plan
 - Location of the site.
 - Description of the project.
 - Estimated project cost.
 - Types and quantities of waste that will be generated.
 - Resource management options for these wastes including proposals for minimization/ reuse/ recycling.
 - The use of appropriate and licensed waste management contractors.
 - Record keeping procedures.
 - Waste auditing protocols.
- Additional requirements: none.
- Submit with tender.

599 FREEDOM OF INFORMATION

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

SUBLETTING/ SUPPLY

645 'LISTED' DOMESTIC SUBCONTRACTORS

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

PROVISION, CONTENT AND USE OF DOCUMENTS

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

110 DEFINITIONS

- **Meaning:** Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.

120 COMMUNICATION

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

130 PRODUCTS

- **Definition:** Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.
- **Includes:** Goods, plant, materials, site materials and things for incorporation into the Works.

135 SITE EQUIPMENT

- **Definition:** Apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- **Includes:** Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
- **Excludes:** Products and equipment or anything intended to form or forming part of the permanent works.

155 SUBMIT PROPOSALS

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

160 TERMS USED IN SPECIFICATION

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

170 MANUFACTURER AND PRODUCT REFERENCE

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

200 SUBSTITUTION OF PRODUCTS

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

210 CROSS REFERENCES

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

220 REFERENCED DOCUMENTS

- Conflicts: Specification prevails over referenced documents.

230 EQUIVALENT PRODUCTS

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

240 SUBSTITUTION OF STANDARDS

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

250 CURRENCY OF DOCUMENTS AND INFORMATION

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

260 SIZES

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

DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

440 DIMENSIONS

- Scaled dimensions: Do not rely on.

450 MEASURED QUANTITIES

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

460 THE SPECIFICATION

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

DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

630 TECHNICAL LITERATURE

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

640 MAINTENANCE INSTRUCTIONS AND GUARANTEES

- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- Information location: In Building Manual.
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: twenty four hours seven days a week.

A32 MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION

- General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
- Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

120 INSURANCE

- Documentary evidence: Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.

130 INSURANCE CLAIMS

- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.
- Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

150 OWNERSHIP

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

PROGRAMME/ PROGRESS

210 PROGRAMME

- Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
 - Planning and mobilisation by the Contractor
 - Subcontractor's work.
 - Running in, adjustment, commissioning and testing of all engineering services and installations.
 - Work resulting from instructions issued in regard to the expenditure of provisional sums.
 - Work by others concurrent with the Contract.
- Submit two copies.

245 START OF WORK ON SITE

- Notice: Before the proposed date for start of work on site give minimum notice of one week.

250 MONITORING

- Progress: Record on a copy of the programme kept on site.
- Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.
- Key Performance Indicators:
 - Details: tbc.
 - Performance: Record progress against each KPI.
 - Corrective action: If performance falls below target, submit proposals as soon as possible.

260 SITE MEETINGS

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

280 PHOTOGRAPHS

- Number of locations: Each installation location.
- Frequency of intervals: Weekly.
- Image format: .jpg.
- Number of images from each location: 2.
- Other requirements: none

290 NOTICE OF COMPLETION

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

310 EXTENSIONS OF TIME

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

CONTROL OF COST

420 REMOVAL/ REPLACEMENT OF EXISTING WORK

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

430 PROPOSED INSTRUCTIONS

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

440 MEASUREMENT

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

470 PRODUCTS NOT INCORPORATED INTO THE WORKS

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

A33

QUALITY STANDARDS/ CONTROL

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

110 INCOMPLETE DOCUMENTATION

- General: Where and to the extent that products or work are not fully documented, they are to be:
 - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
 - Suitable for the purposes stated or reasonably to be inferred from the project documents. Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

120 WORKMANSHIP SKILLS

- Operatives: Appropriately skilled and experienced for the type and quality of work.
- Registration: With Construction Skills Certification Scheme.
- Evidence: Operatives must produce evidence of skills/ qualifications when requested.

130 QUALITY OF PRODUCTS

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

135 QUALITY OF EXECUTION

- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- Colour batching: Do not use different colour batches where they can be seen together.
- Dimensions: Check on-site dimensions.
- Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
- Location and fixing of products: Adjust joints open to view so they are even and regular.

140 COMPLIANCE

- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
- Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
 - Properties tested.
 - Pass/ fail criteria.
 - Test methods and procedures.
 - Test results.
 - Identity of testing agency.
 - Test dates and times.
 - Identities of witnesses.
 - Analysis of results.

150 INSPECTIONS

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

160 RELATED WORK

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

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

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

180 WATER FOR THE WORKS

- Mains supply: Clean and uncontaminated.
- Other: Do not use until:
 - Evidence of suitability is provided.
 - Tested to BS EN 1008 if instructed.

SAMPLES/ APPROVALS

210 SAMPLES

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

220 APPROVAL OF PRODUCTS

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

230 APPROVAL OF EXECUTION

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

ACCURACY/ SETTING OUT GENERALLY

320 SETTING OUT

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

330 APPEARANCE AND FIT

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

360 RECORD DRAWINGS

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

SERVICES GENERALLY

410 SERVICES REGULATIONS

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

420 WATER REGULATIONS/ BYELAWS NOTIFICATION

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

430 WATER REGULATIONS/ BYELAWS CONTRACTOR'S CERTIFICATE

- On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:
 - The address of the premises.
 - A brief description of the new installation and/ or work carried out to an existing installation.
 - The Contractor's name and address.
 - A statement that the installation complies with the relevant Water Regulations or Byelaws.
 - The name and signature of the individual responsible for checking compliance.
 - The date on which the installation was checked.

435 ELECTRICAL INSTALLATION CERTIFICATE

- Submit: When relevant electrical work is completed.
- Original certificate: To be lodged in the Building Manual.

- 440 GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE
- Before the completion date stated in the Contract: Submit a certificate stating:
 - The address of the premises.
 - A brief description of the new installation and/ or work carried out to an existing installation.
 - Any special recommendations or instructions for the safe use and operation of appliances and flues.
 - The Contractor's name and address.
 - A statement that the installation complies with the appropriate safety, installation and use regulations.
 - The name, qualification and signature of the competent person responsible for checking compliance.
 - The date on which the installation was checked.
 - Certificate location: Health and Safety File.

445 SERVICE RUNS

- General: Provide adequate space and support for services, including unobstructed routes and fixings.
- Ducts, chases and holes: Form during construction rather than cut.
- Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

450 MECHANICAL AND ELECTRICAL SERVICES

- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
- Building Regulations notice: Copy to be lodged in the Building Manual.

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

525 ACCESS

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

530 OVERTIME WORKING

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

540 DEFECTS IN EXISTING WORK

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

560 TESTS AND INSPECTIONS

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

580 CONTINUITY OF THERMAL INSULATION

- Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to specification. Include:
 - The address of the premises.
 - The Contractor's name and address.
 - The name, qualification and signature of the competent person responsible for checking compliance.
 - The date on which the installation was checked.
- Submit: Before completion of the Works.
- Copy: To be lodged in the Building Manual.

610 DEFECTIVE PRODUCTS/ EXECUTIONS

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

WORK AT OR AFTER COMPLETION

710 WORK BEFORE COMPLETION

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

720 SECURITY AT COMPLETION

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

730 MAKING GOOD DEFECTS

- Remedial work: Arrange access with Project Manager.
- Rectification: Give reasonable notice for access to the various parts of the Works.
- Completion: Notify when remedial works have been completed.

A34

SECURITY/ SAFETY/ PROTECTION

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

- 140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN
- Submission: Present to the Employer/ Client no later than two weeks before commencement of work on site.
 - Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
 - Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.
- 150 SECURITY
- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
 - Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
 - Special requirements: none.
- 160 STABILITY
- Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.
 - Design loads: Obtain details, support as necessary and prevent overloading.
- 170 OCCUPIED PREMISES
- Extent: Existing buildings will be occupied and/ or used during the Contract as follows: All currently occupied areas will carry on normal working for the duration of the contract - the contractor is to liaise regarding any works that require special provision .
 - Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
 - Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.
- 190 OCCUPIER'S RULES AND REGULATIONS
- Compliance: Conform to the occupier's rules and regulations affecting the site.
 - Copies:
 - Location: Managers Office.
 - Arrangements for inspection: Project Manager.
- 200 MOBILE TELEPHONES AND PORTABLE ELECTRONIC EQUIPMENT
- Restrictions on use:
 - none.
- 210 SAFETY PROVISIONS FOR SITE VISITS
- Safety: Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
 - Protective clothing and/ or equipment: Provide and maintain on site for visitors to the site.

PROTECT AGAINST THE FOLLOWING

340 POLLUTION

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

360 NUISANCE

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

370 ASBESTOS CONTAINING MATERIALS

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

371 DANGEROUS OR HAZARDOUS SUBSTANCES

- Duty: Report immediately suspected materials discovered during execution of the Works.
 - Do not disturb.
 - Agree methods for safe removal or remediation.

380 FIRE PREVENTION

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

390 SMOKING ON SITE

- Smoking on site: Not permitted.

400 BURNING ON SITE

- Burning on site: Not permitted.

430 WASTE

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

440 ELECTROMAGNETIC INTERFERENCE

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

460 POWDER ACTUATED FIXING SYSTEMS

- Use: Not permitted.

PROTECT THE FOLLOWING

510 EXISTING SERVICES

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

570 EXISTING WORK

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

580 BUILDING INTERIORS

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

630 EXISTING STRUCTURES

- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:
 - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
 - Do not remove until new work is strong enough to support existing structure.
 - Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.
- Standard: Comply with BS 5975 and BS EN 12812.

640 MATERIALS FOR RECYCLING/ REUSE

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

A35

**SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/
TIMING**

A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING

130 METHOD/ SEQUENCE OF WORK

- Specific Limitations: Include the following in the programme:
- none.

160 USE OR DISPOSAL OF MATERIALS

- Specific limitations: All arisings/scrap must be removed from site by the Contractor.

170 WORKING HOURS

- Specific limitations: 7 am to 8 pm Mon to Fri, Sat 8 am to 1 pm, Sun and Bank Holidays -
by arrangement.

A36

FACILITIES/ TEMPORARY WORK/ SERVICES

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

GENERALLY

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

ACCOMMODATION

- 230 TEMPORARY ACCOMMODATION
- Accommodation made available by the Employer: The following may be used for the duration of the Contract without charge provided that:
 - It is used solely for the purposes of carrying out the Works.
 - The use to which it is put does not involve undue risk of damage.
 - Any temporary adaptations are approved by or on behalf of the Employer before being carried out.
 - It is vacated on completion of the Works or determination of the Contract.
 - When vacated, its condition is at least equivalent to its condition at the start of the Contract.
 - Description: Sanitary accommodation will be provided for the duration of the Contract as follows - toilets throughout of the building.
 - Available services and facilities: Electrical sockets, toilets, vending machines etc.

TEMPORARY WORKS

- 340 NAME BOARDS/ ADVERTISEMENTS
- Name boards/ advertisements: Not permitted.

SERVICES AND FACILITIES

- 410 LIGHTING
- Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.
- 420 LIGHTING AND POWER
- Supply: Electricity from the existing mains may be used for the Works as follows:
 - Metering: Free of charge.
 - Point of supply: to be agreed.
 - Available capacity: standard.
 - Frequency: 50 Hz.
 - Phase: single.
 - Current: Alternating.
 - Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

430 WATER

- Supply: The existing mains may be used for the Works as follows:
 - Metering: Free of charge.
 - Source: various locations.
 - Location of supply point: to be agreed.
 - Conditions/ Restrictions: none.
- Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

440 TELEPHONES

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

570 PERSONAL PROTECTIVE EQUIPMENT

- General: Provide for the sole use of those acting on behalf of the Employer/ Client, in sizes to be specified:
 - Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 1 per person.
 - High visibility waistcoats to BS EN ISO 20471 Class 2. Number required: 1 per person.
 - Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 1 pair per person.
 - Disposable respirators to BS EN 149.FFP1S.
 - Eye protection to BS EN 166.
 - Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2
 - Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.

A37

**OPERATION/ MAINTENANCE OF THE FINISHED
WORKS**

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

GENERALLY

- 110 THE BUILDING MANUAL
- Responsibility: The Contractor
 - Content: Obtain and provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works, including all buildings and their systems to enable efficient and safe operation and maintenance.
 - Specific requirements: none.
 - Format: Electronic and hard copy.
 - Number of copies: 2.
 - Delivery to: Project manager. by (date) at completion of contract.
- 115 THE HEALTH AND SAFETY FILE
- Responsibility: the contractor.
 - Content: Obtain and provide the following information: standard content.
 - Format: electronic and hard copy
 - Delivery to: Project Manager By (date): within one month of end of contract.
- 155 CONTENT OF THE BUILDING MANUAL
- General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
 - Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
 - Building services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
 - Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.
- 160 PRESENTATION OF BUILDING MANUAL
- Format: A4 size, plastics covered, 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, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
 - As-built drawings: The main sets may form annexes to the Manual.
- 190 MAINTENANCE SERVICE
- Scope; provide a comprehensive maintenance service for the following items of plant and equipment: Include all planned preventative maintenance, as set out within the maintenance schedule and replacement of all consumable items
- all installed plant and equipment.
 - Terms: Servicing, repairs and maintenance.
 - Commencement: end of installation.
 - Duration: 12 months.

