

		SECTION NR PRELIMINARIES	
		£	p
SECTION 1 - PRELIMINARIES AND GENERAL CONDITIONS			
A1	THE PROJECT GENERALLY		
A10	PROJECT PARTICULARS		
110	<p>THE PROJECT:</p> <p>Name: Proposed demolition works, extensions and remodelling works to form a new Hydrotherapy Pool together with associated and non associated mechanical & electrical works at Elms Bank Specialist Arts College</p> <p>Nature: Phase 1 - Demolition of existing Drama Studio and Changing Rooms adjacent existing Sports Hall and the Construction of New Hydrotherapy Pool with associated Plant Rooms and Changing Areas etc</p> <p>Phase 1A (Optional) – Other Mechanical and Electrical Installations works to existing buildings in addition to works included within Phase 1</p> <p>Phase 1B (Optional) – Other Roofing works to existing buildings in Addition to roofing works included within Phase 1 (Optional)</p> <p>Phase 2 – Demolition of existing Hydrotherapy Pool and existing Garage</p> <p>Note – Works in connection with Phases 1A and 1B are optional and included within the tender documents as Provisional sums. Agreement will be needed between the Employer and the Contractor prior to confirmation that these works are to be included within the contract. Agreement between the Employer and the Contractor may be reached before the contract is signed or alternatively, post contract, where an instruction would be issued to confirm agreement details.</p> <p>Location: Ripon Avenue, Bury M45 8PJ</p>		
120	<p>EMPLOYER (CLIENT): Department for Children, Young People and Culture Metropolitan Borough of Bury</p> <p>ARCHITECTURAL SERVICES MANAGER: Architectural Services Manager 3 Knowsley Place Duke Street Bury BL9 0EJ</p> <p>Telephone: 0161 253 5000</p>		
To Collection		£	
17301	1/1		

		SECTION NR	
		PRELIMINARIES	
		£	p
A10	PROJECT PARTICULARS (Cont'd)		
	CHIEF EXECUTIVE: P Jones-Greenhalgh Interim Chief Executive Town Hall Bury BL9 0SW Telephone: 0161 253 5000		
	DIRECTOR OF FINANCE AND E-GOVERNMENT S Kenyon Town Hall Bury BL9 0SW Telephone: 0161 253 5000		
127	THE PRINCIPAL CONTRACTOR: The Main Contractor		
141	CONTRACT ADMINISTRATOR (hereinafter referred to as 'CA'): Architectural Services Manager		
147	PRINCIPAL DESIGNER Architectural Services Manager		
150	QUANTITY SURVEYOR: Architectural Services Manager		
160	STRUCTURAL ENGINEER: Sutcliffe 18-20 Harrington Street Liverpool L2 9QA 0151 227 3155		
161	MECHANICAL ENGINEER: Architectural Services Manager		
162	ELECTRICAL ENGINEER: Architectural Services Manager		
To Collection		£	
17301	1/2		

		SECTION NR PRELIMINARIES	
		£	p
A10	PROJECT PARTICULARS (Cont'd)		
190	CLERK OF WORKS: Architectural Services Manager		
191	<p>OMBUDSMAN: The Local Government Act 1974 states that the Ombudsman may investigate a complaint about an action taken 'by or on behalf of' an authority within Jurisdiction. Potential Contractors are therefore advised that:</p> <p>a) They could be subject to an investigation by the Ombudsman if a complaint is made about their actions when doing work on behalf of the Council.</p> <p>b) The Ombudsman would expect a Contractor to co-operate in an investigation in the same way as the Council. Otherwise the Ombudsman have the same powers as the High Court to compel witnesses to attend for interview and to require the production of documents.</p>		
To Collection		£	
17301	1/3		

11 TENDER AND CONTRACT DOCUMENTS (Cont'd)

110 THE TENDER DRAWINGS / SPECIFICATIONS: (Cont'd)

Structural Engineer's Drawings

29387 200 Foundation and Ground Layout and Details
 29387 300 Mezzanine and Roof Steelwork Layout and Details
 29387 310 Proposed Steelwork Elevations Sheet 1 of 3
 29387 311 Proposed Steelwork Elevations Sheet 2 of 3
 29387 312 Proposed Steelwork Elevations Sheet 3 of 3

Mechanical Engineer's Drawings

17301/M01 HEATING & GAS INSTALLATIONS
 17301/M02 HOT & COLD INSTALLATIONS
 17301/M03 VENTILATION INSTALLATION
 17301/M04 PLANT ROOM INSTALLATION
 17301/M05 SECTION & DETAILS
 17301/SP/M01 MECHANICAL SPECIFICATION

Electrical Engineer's Drawings

BUR020-PEV-XX-DR-E-0010 P02 Electrical Strip Out
 BUR020-PEV-XX-DR-E-0100 P03 Indicative Lighting layout
 BUR020-PEV-XX-DR-E-0200 P02 Indicative Smal Power layout
 BUR020-PEV-XX-DR-E-0300 P02 Indicative Fire Alarm layout
 BUR020-PEV-XX-DR-E-0400 P02 Indicative Security layout
 BUR020-PEV-XX-DR-E-0500 P02 Indicative Containment layout
 BUR020-PEV-XX-DR-E-0900 P02 Indicative Lightning Protection layout
 BUR020-PEV-XX-SS-SP-E8 01 Electrical Services Specification

To Collection

		SECTION/NR PRELIMINARIES	
		£	p
A11	TENDER AND CONTRACT DOCUMENTS (Cont'd)		
120	THE CONTRACT DRAWINGS: Will be the same as the tender drawings		
160	THE PRE-CONSTRUCTION HEALTH AND SAFETY INFORMATION is annexed to this Specification. Provision for pricing the requirements of the document has been made in Clause A40/120.		
180	INSPECTION: Drawings and other documents relating to the Contract but not in the tender documents may be seen by appointment during normal office hours at the office of the CA.		
A12	THE SITE/EXISTING BUILDINGS		
110	THE SITE: Elms Bank Specialist Arts College, Ripon Avenue, Bury M45 8PJ		
115	THE EXISTING BUILDING(S): As shown on the Site and Location Plans 17301 A 01.		
120	EXISTING BUILDINGS ON/ADJACENT TO THE SITE: As shown on the Site and Location Plans 17301 A 01.		
140	EXISTING MAINS/SERVICES: The Contractor is advised that drainage, water, gas, electricity and telephone services are known to exist and is referred to the Appendices for drawings indicating the anticipated location of known services. The Contractor shall be responsible for ascertaining for his own purposes the precise location of such services.		
199	The Contractor is advised to visit the site during the tender period in order to fully understand the contract requirements. Arrangements to visit the site can be made with Chris Kalupa on 0161 253 5271		
200	ACCESS TO THE SITE: Access to the site is from Ripon Avenue. There are only two site access / egress points to the site that shall be used by the Contractor. The access and egress points are adjacent 27 Ripon Avenue and adjacent 29 Ripon Avenue. For Phases 1 and 2 of the works, the Contractor shall only use the road access point adjacent 27 Ripon Ave for site access and the only the site egress point shall be adjacent 29 Ripon Ave. During Restricted Working Hours, (see section A35 170 for definition of Restricted Working Hours) the Contractor shall not have vehicular access or egress to the site between the following periods: Monday to Friday – 7.45am to 8.45 am and 2.15pm to 3.15pm The restrictions here are to allow the School mini buses to have exclusive vehicular access to pick up and drop off children attending the school.		
To Collection		£	
17301	1/7		

		SECTION NR PRELIMINARIES	
		£	p
A12	<p>THE SITE/EXISTING BUILDINGS (Cont'd)</p> <p>Provide 2.4 m high secure fencing to form a fully enclosed external contractor site boundary / compound (see also drawing E17301 A16) Remove on completion and reinstate all grassed and hard-surfaced areas affected by the Works, made good to the original standard.</p> <p>Access to neighbouring businesses</p> <p>All necessary warning signs and notices are to be erected. It is essential that the Contractor familiarise himself with the site and address any additional hazards not identified here.</p> <p>Traffic routes are to be kept clear at all areas and extreme caution must be exercised when entering or leaving the site.</p> <p>The contractor should establish a regime whereby drivers telephone the site prior to attempting to make deliveries etc</p>		
210	PARKING: The Contractor's employees', sub contractor's and suppliers vehicles shall not park along Ripon Avenue or Ripon Close. The vehicles must not cause inconvenience to the School's staff, pupils and visitors, residents, neighbouring business(es) and members of the public.		
220	USE OF THE SITE: The Contractor is not to use the site for any purpose other than carrying out the works.		
230	SURROUNDING LAND/BUILDING USES: Residential and business		
240	<p>RISKS TO HEALTH AND SAFETY:</p> <p>The nature and condition of the site/building cannot be fully and certainly ascertained before it is opened up. The Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the works.</p>		
280	SITE VISIT: Before tendering, ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works. No claims arising from failure to do so will be considered. See A12.199.		
To Collection		£	
17301	1/8		

		SECTION NR PRELIMINARIES	
		£	p
A13	DESCRIPTION OF THE WORKS		
120	<p>THE WORK:</p> <p>The Works comprise the following:</p> <p>See A10:110</p> <p>The Contractor shall allow for all possible costs involved in reprogramming his own programme as necessary.</p> <p>The Contractor must ensure at all times the security of the site.</p> <p>The Contractor shall allow in his prices for carrying out the whole of the works so as to create the minimum of inconvenience.</p>		
130	<p>THE SITE WASTE MANAGEMENT PLANS REGULATIONS APRIL 2008</p> <p>Not applicable</p>		
To Collection		£	
17301	1/9		

		SECTION NR	
		PRELIMINARIES	
		£	p
A20	THE CONTRACT		
710	<p>FORM OF CONTRACT: The form of contract will be the JCT Intermediate Building Contract With Contractor's Design 2016 Edition, published December 2016. Allow for the obligations, liabilities and services described therein against the headings below:-</p> <p>First Recital the Employer wishes to have the following work carried out – Insert description as described at Section A10.110</p> <p>Second Recital the works include the design and construction of :</p> <p>New Precast Concrete Beam & Block Floors To New Extension New Roof Coverings New Roof Drainage – gutters & downpipes (to correspond with external drainage drawing) New Roof Insulation New Roof Ventilation Ceiling Access To New Roof Spaces New Roof Fascia and Soffits New Roof Flashings, Trims, Cappings, Accessories etc Works At Intersection of New and Existing Roofs / Structures To Ensure Water Tightness New Hydrotherapy Pool New Filtration & Water Treatment Systems In Connection With Hydrotherapy Pool New Heating Controls In Connection With Hydrotherapy Pool All Other Mechanical & Electrical Installations Required To Provide New Hydrotherapy Pool All Builders Work In Connection With The Hydrotherapy Pool Installation</p> <p>("the Contractor's Designed Portions")</p> <p>Third Recital the drawings are numbered / listed in – insert as included in section A11.110.</p> <p>Fourth Recital Delete references to The Bills of Quantities and add "the Drawings" in lieu.</p> <p>Delete the last paragraph relating to named Sub-Contract as footnote [6].</p> <p>Fifth Recital Delete Option [B]</p> <p>Delete Bills of Quantities/Specification from option [A]</p> <p>Delete 'and has provided the Employer with the priced Schedule of Activities annexed to this Contract ('the Activity Schedule') [7]'</p> <p>Sixth Recital</p> <p>Seventh Recital</p>		
To Collection		£	
17301	1/10		

A20

THE CONTRACT (Cont'd)

Eighth Recital

Ninth Recital

Delete ninth recital; [9]

Tenth Recital

Eleventh Recital

Twelfth Recital

Thirteenth Recital

ARTICLES

Article 3

Architect/Contract Administrator: See Section A10

Article 4

Quantity Surveyor: See Section A10

Article 5

Principal Designer : See Section A10

Article 6

To be left blank

Article 7

Adjudication

Article 8

Arbitration – Applies

Article 9

Legal Proceedings – Does not apply

THE CONDITIONS AND APPENDIX:

A schedule of section headings (rather than clause headings) is given.

Section 1 Definitions and Interpretations

Section 2 Carrying out the Works

Section 3 Control of the Works

Section 4 Payment

Section 5 Variation

Section 6 Injury, Damage and Insurance

To Collection

		SECTION NR PRELIMINARIES	
		£	p
A20	THE CONTRACT (Cont'd)		
	Section 7 Assignment and Collateral Warranties		
	Section 8 Termination		
	Section 9 Settlement of disputes		
	Schedule 1 Insurance Options		
	Schedule 2 Named Sub-Contractors (not used)		
	Schedule 3 Forms of Bonds (not used – see Employer's own Performance Guarantee Bond)		
	Schedule 4 Fluctuations Option (not used)		
	Schedule 5 Supplemental Provisions (not used)		
	Schedule 6 Design Submission Procedure (not used)		
	 AMENDMENTS AND ADDITIONAL CONDITIONS TO THE INTERMEDIATE FORM		
	Allow for the obligations, liabilities and services as required by complying with the following:-		
	Condition 1.1 Add the following new definition :		
	 Insert the following definition :- <i>"Materials and goods – off site</i> : This includes the assembly, manufacture and fabrication of any materials and goods off site"		
	Condition 1.1A In particular but without prejudice to the generality of clause 5.1, the Contractor will comply with the following legislation in the performance of the Contract:		
	(a) The Disability Discrimination Act 1995		
	(b) The Race Relations Act 1976		
	(c) The Race Relations (Amendment) Act 2000		
	(d) The Sex Discrimination Act 1975		
	(e) The Employment Protection (Consolidation) Act 1978		
	(f) The Employment Rights Act 1996		
	(g) The Employment Act 2002		
	(h) Trade Union and Labour Relations (Consolidation) Act 1992		
	(i) Equal Pay Act 1970		
	(j) The Health and Safety at Work Act 1974		
	 To Collection	£	
17301	1/12		

A20 THE CONTRACT (Cont'd)

- (k) Working Time (General Exemption) Regulation Act 1998
- (l) Control of Substances Hazardous to Health and Safety at Work Regulations
- (m) Management of Health and Safety at Work Regulations 1999
- (n) Manual Handling Operations Regulations 1999
- (o) Personal Protective Equipment at Work Regulations 1992
- (p) Workplace (Health and Safety and Welfare) Regulations 1992
- (q) Human Rights Act 1998
- (r) Data Protection Act 1984 and 1998
- (s) Environmental Protection Act 1990
- (t) Freedom of Information Act 2000
- (u) The Working at Height Regulation 2005
- (v) The Control of Asbestos Regulations 2006

The Contractor will note that the above list is a guideline and not intended to be exhaustive.

Insert the following additional clause:-

Condition 1.13 The Contractor shall not make any public statement relating to the existence or performance of the Contract without prior written approval of the Employer, which shall not be unreasonably withheld.

Contractor Records

Insert the following additional clause:-

Condition 1.14 The Contractor shall keep secure and maintain until two years after the final payment of all sums due under the Contract, or such longer period as maybe agreed between the parties, full and accurate records of the performance of the Contract, all expenditure reimbursed by the Employer and all payments made by the Employer. The Contractor shall grant to the Employer, or its authorised agents, such access to these records, as they may reasonably require in order to check the Contractor's compliance with the Contract.

To Collection

£

A20 THE CONTRACT (Cont'd)

Confidentiality.

Insert the following:-

- Condition 1.15.1 Each party:
- (a) shall treat as confidential all information obtained from the other party under or in connection with the Contract.
 - (b) shall not disclose any of that information to any third party without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Contract, and
 - (c) shall not use any of that information otherwise than for the purpose of the Contract.
- Condition 1.15.2 The Contractor shall take all necessary precautions to ensure that all information obtained from the Employer under or in connection with the Contract.
- (a) is given only to the minimum number of persons who the Contractor intends to use in carrying out the Contract and then only to the extent necessary for each such persons activities in the performance of the Contract; and
 - (b) is treated as confidential and not disclosed (without prior approval) or used by any such person otherwise than for the purpose of the Contract.
- Condition 1.15.3 Where it is considered necessary in the opinion of the employer, the Contractor shall ensure that any person who the Contractor intends to use in performance of the Contract sign a confidentiality undertaking before commencing work in connection with the performance of the Contract.
- Condition 1.15.4 The provisions of Clause 1.15.1 and Clause 1.15.2 shall not apply to any information:

**SECTION NR
PRELIMINARIES**

£

p

To Collection

£

		SECTION NR PRELIMINARIES	
		£	p
A20 THE CONTRACT (Cont'd)			
	<ul style="list-style-type: none"> (a) which is in the possession of the party concerned, without restriction as to its disclosure, before receiving it from the disclosing party, or (b) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, or (c) which is or becomes public knowledge (otherwise than in breach of this clause). 		
Condition 1.15.5	<p>Nothing in this Clause 1.15 shall prevent the Employer:</p> <ul style="list-style-type: none"> (a) disclosing such information relating to the outcome of the procurement process for the Contract as may be required to be published in the Supplement to the Official Journal of the European Communities in accordance with EC directives or elsewhere in accordance with the requirements of United Kingdom government policy on the disclosure of information relating to government contracts; or (b) disclosing any information obtained from the Contractor to any other department, office or agency of the Crown or to any person engaged in providing any services to the Employer for any purpose relating to or ancillary to the Contract provided that in any such disclosure the Employer discloses only the information which is necessary for the purpose concerned and requires the information is treated in confidence and (c) that a confidentiality undertaking is given where appropriate. 		
Condition 1.15.6	Nothing in this Clause 1.15 shall prevent either party from using any techniques, ideas or know how gained during the performance of the Contract in the normal course of its business, to the extent that this does not result in a disclosure of		
To Collection		£	
17301	1/15		

A20 THE CONTRACT (Cont'd)

- Condition 2.20.8 After "weather conditions" delete ";
- Insert the following:-
- "which in the case of rainfall is deemed only to be where the rainfall for any period of at least 4 months has exceeded the average rainfall for the same months for the 3 previous years by more than 15 per cent. Any claim under this sub-clause must be substantiated by the Contractor with the relevant rainfall records taken by an independent source within a reasonable distance of the site"
- Condition 2.30 At the end of the paragraph
- Insert the following:-
- The Contractor will be required to give immediate attention to any serious defects in essential services.
- If within fourteen days of receipt of a written notice to make good defects the Contractor does not comply therewith, then the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions. All costs incurred in connection with such employment shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any monies due or to become due to the Contractor under this contract.
- Condition 2.34.4 Delete the whole paragraph and add the following words in lieu "The Contractor shall be responsible for the contents of the Employer's Requirements and for verifying the adequacy of any design contained within them"
- Condition 2.34.5 Delete the whole paragraph and add the following words in lieu:
- "Where an inadequacy is found in any design in the Employer's Requirements for which the Contractor is responsible for under clause 2.34.4, where the Inadequacy is not dealt with in the Contractor's Proposals, the Contractor's Proposals shall be altered or modified accordingly and, subject to clause 2.15, any such correction, alteration or modification shall not be treated as a Variation"

To Collection

**SECTION NR
PRELIMINARIES**

£

p

£

A20 THE CONTRACT (Cont'd)

- Condition 3.3 Clerk of Works
- Delete the whole paragraph and add the following in lieu:-
- “The Employer shall be entitled to appoint a Clerk of Works whose duty shall be to act solely as inspector on behalf of the Employer under the directions of the Contract Administrator, and the Contractor shall afford every reasonable facility for the performance of that duty. If any directions are given to the Contractor or to his foreman upon the Works by the Clerk of Works the same shall be of no effect unless given in regard to a matter in respect of which the Contract Administrator is expressly empowered by these conditions to issue instructions and unless confirmed in writing by the Contract Administrator within 5 working days of their being given. If any such directions are so given and confirmed then as from the date of confirmation they shall be deemed to be Contract Administrator’s instructions.
- Condition 4.10 Listed Items
- Delete the whole of this clause including sub clauses 4.10.1 to 4.10.5 inclusive and add the following in lieu :
- “Off site materials and goods shall not be included In any Interim Certificate”
- Condition 4.12.1 Interim payments – final date and amount
- Delete reference to “14 days” and add “21 days” in lieu.
- Condition 4.17.4 Add the following at the beginning of the clause:-
- “except where caused by persons engaged by the Employer in accordance with clause 2.7,”

**SECTION NR
PRELIMINARIES**

£

p

To Collection

£

A20 THE CONTRACT (Cont'd)

Condition 6.8 Insert the following additional clause:-

Before proceeding to carry out this Agreement and at any time on demand, the Contractor shall produce to the Council Solicitor a policy or policies covering Employer's Liability and Third Party Risks (including Third Party Fire and Explosion Risks) which are in accordance with the requirements of Clause 6.5.1 in respect of any one claim but without limiting the number of such claims, in an Insurance Office to be approved by the Employer together with the receipt for such current premiums in respect of such insurance up to the date of the completion of the Works, and in default thereof the Employer may itself pay such premiums and recover the amount thereof from the Contractor or deduct the same from any sums payable to the Contractor under this agreement or otherwise in accordance with Clause 6.5.2. In the absence of any general clause of indemnity to Principals in the said policy or policies the Contractor shall obtain and produce on demand to the Council Solicitor such endorsements as may be necessary to cover the Employer as a Principal under the said policy or policies.

**SECTION NR
PRELIMINARIES**

£

p

To Collection

£

A20 THE CONTRACT (Cont'd)

Contract Particulars

Part 1 : General

<i>Clause etc.</i>	<i>Subject</i>	
Fourth Recital	Employer's Requirements	Document ?????- Employer's Requirements Annex
Sixth Recital	CDP Analysis	Document ????? – CDP Analysis
Seventh Recital	CDM Regulations ^[13]	The project * is/is not notifiable
Eighth Recital & Clause 4.6	Construction Industry Scheme (CIS)	is a contractor _____ _____
Tenth Recital	CDM Regulations	<u>Is notifiable</u>
Eleventh Recital	Description of sections	Section 1 – (Phase 1) – see Preliminaries A1 A10 110 Section 1A (Optional Phase 1A) see Preliminaries A1 A10 110 Section 1B (Optional Phase 1B) see Preliminaries A1 A10 110 Section 2 – (Phase 2) – see Preliminaries A1 A10 110
Twelfth Recital	Framework Agreement	Not applicable

To Collection

£

SECTION NR
PRELIMINARIES

£

p

			SECTION/NR PRELIMINARIES	
			£	p
Thirteenth Recital	Supplemental Provisions			
	Supplemental Provisions 1 to 6 Inclusive	1-6 inclusive do not apply		
Article 8	Arbitration (If neither entry is deleted, Article 8 and clauses 9.3 to 9.8 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it <u>must</u> be stated that Article 8 and clauses 9.3 to 9.8 apply.) [15]	Article 8 and clauses 9.3 to 9.8 (Arbitration) * apply/ do not apply		
1.1	Base Date	Two weeks prior to return of tenders date		
1.1	Date for Completion of the Works (Where completion by Sections does not apply.)			
	Sections: Dates for completion of Sections [17]	Section 1 (Phase 1) – 32 weeks following date of possession Section 1A (Optional Phase 1A) – to be agreed Section 1B (Optional Phase 1B) – to be agreed Section 2 – (Phase 2) – 4 weeks following date of possession		
1.7	Addresses for service of notices by the Parties (If none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the commencement of the Agreement.)[18]	Employer <hr/> Contractor <hr/>		
To Collection			£	

			SECTION/NR PRELIMINARIES	
			£	p
2.4	<p>Date of Possession of the site (where possession by Sections does not apply)</p> <p>Sections: Dates of Possession of Sections[17]</p>	<p>Section 1 (Phase 1) – 7th May 2018</p> <p>Section 1A (Optional Phase 1A) – to be agreed</p> <p>Section 1B (Optional Phase 1B) – to be agreed</p> <p>Section 2 (Phase 2) – either the 7th January 2019 or three weeks after the date of Practical Completion for Section 1 (Phase 1), whichever is the latest.</p>		
2.5	<p>Deferment of possession of the site (where possession by Sections does not apply)</p> <p>Sections: deferment of possession of Sections</p>	<p>Clause 2.5 *applies/ Maximum period of deferment (if less than 6 weeks) is</p> <p>Clause 2.5 * applies/does not apply</p> <p>Maximum period of deferment (if less than 6 weeks) is ^[17] Section ____ : ____</p> <p>Section ____ : ____</p> <p>Section ____ : ____</p>		
To Collection			£	

			SECTION/NR PRELIMINARIES	
			£	p
2.23.2	<p>Liquidated damages (Where completion by Sections does not apply)</p> <p>Sections: rate of liquidated damages for each Section [17]</p>	<p>Not Applicable</p> <p>At the rate of per week or part thereof</p> <p>Section 1 (Phase 1) – £2,190 per week or part thereof</p> <p>Section 1A (Optional Phase 1A) – to be agreed</p> <p>Section 1B (Optional Phase 1B) – to be agreed</p> <p>Section 2 – (Phase 2) – £280 per week or part thereof</p>		
2.29	Sections: Section Sums [17]	<p>Section 1 = £</p> <p>Section 1A = £</p> <p>Section 1B = £</p> <p>Section 2 = £</p>		
2.30	<p>Rectification Period (Where completion by Sections does not apply)</p> <p>(If no other period is stated, the period is 6 months.)</p> <p>Sections: Rectification Periods [17]</p> <p>(If no other period is stated, the period is 6 months.)</p>	<p>Section 1 = 12 months</p> <p>Section 1A = 12 months</p> <p>Section 1B = 12 months</p> <p>Section 2 = 12 months</p>		
To Collection			£	
17301	1/24			

SECTION NR
PRELIMINARIES

£

p

- 2.34.3 Contractor's Design Portion : £5,000,000.00
limit of liability
- 4.7 Advance Payment
(Not applicable where the
Employer is a Local Authority)
- Clause 4.6
* ~~applies~~/does not
apply.
If applicable:
The advance
payment will be ^[19]
£_____/_____
_____ per cent of
the Contract Sum and
will be paid to the
Contractor on
_____;

It will be reimbursed
to the Employer in the
following amount(s)
and at the following
time(s)

- 4.7 Advance Payment Bond
(Not applicable where the
Employer is a Local Authority)
- * An Advance
Payment Bond
/is not required.
- (Where an advance payment is
to be made, an advance
payment bond is required
unless stated that it is not
required.)
- 4.8.1 Dates of issue of Interim
Certificates
(If none stated, the first Interim
Certificate is to be issued within
one month of the Date of
Possession, subject to a) the
Contract having been executed
and b) an acceptable Contract
Guarantee Bond being in place
- The first date is:

and thereafter the
same date in each
month or the nearest
Business Day in that
month [20]
- 4.9.1 Percentage of the total value of
work or section etc.
(The percentage is 95 per cent
unless a different rate is
stated.)
- _____per cent [21]

To Collection

£

£

p

4.9.1 Percentage of the total value where Works or Section have achieved practical completion (The percentage is 97½ per cent unless a different rate is stated.) _____ per cent [21]

4.10.4 Listed Items – uniquely identified (Delete the entry if no bond is required.)
* ~~For uniquely identified Listed Items a bond in respect of payment for such items is required for Listed Items~~ Not Applicable
£ _____

4.10.5 Listed Items – not uniquely identified (Delete the entry if clause 4.9.5 does not apply.)
* ~~For Listed Items that are not uniquely identified a bond in respect of payment for such items is required for Listed Items~~ Not Applicable
£ _____

6.4.1 Contractor's insurance – injury to persons or property - Insurance cover (for any one occurrence or series of occurrences arising out of one event.) £ 10,000,000.00

6.5.1 Insurance – liability of Employer (Not required unless it is stated that it may be required and the minimum amount of indemnity is stated.)
Insurance
* ~~may be required~~/is not required
Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event
£ _____ [23]

To Collection

£

SECTION NR
PRELIMINARIES

£

p

6.7 and
Schedule 1 Insurance of the Works –
Insurance Options [24][25]

Schedule 1:
~~* Insurance Option A
applies/
* Insurance Option B
applies/
* Insurance Option C
applies~~

6.7 and
Schedule 1 Insurance
Option A (paragraphs
A.1 and
A.3), B
(paragraph
B.1) or C
(paragraph
C.2) Percentage to cover
professional fees
(If no other percentage is
stated, it shall be 15 per cent.)

_____per cent

6.7 and
Schedule 1 Insurance
Option A (paragraph
A.3) Annual renewal date of
insurance
(as supplied by the Contractor)

6.10 and
Schedule 1 Terrorism Cover

6.15 Joint Fire Code

If the Joint Fire Code applies,
state whether the insurer
under Schedule 1, Insurance
Options A, B or C (paragraph
C.2) has specified that the
Works are a 'Large Project':

The Joint Fire Code
~~* applies/does not
apply~~

* ~~Yes~~/No [26]

6.18 Joint Fire Code –
amendments/revisions
(The cost shall be borne by the
Contractor unless otherwise
stated.)

The cost, if any, of
compliance with
amendment(s) or
revision(s) to the Joint
Fire Code shall be
borne by
~~* the Employer/ the~~
Contractor.

To Collection

£

			SECTION NR PRELIMINARIES	
			£	p
6.19	Contractor's Design Portion (CDP) <i>Professional Indemnity Insurance</i>			
	<i>Level of cover</i>	£5,000,000.00		
	<i>Cover for pollution</i>	£5,000,000.00		
	<i>Expiry of required period of CDP professional indemnity insurance</i>	12 years		
7.2.1	Performance bond or guarantee from bank or other approved surety[28]	Is required		
	Initial value -10% of contract sum			
	Period of validity – as specified on form			
	Reduction in value – 0%			
7.2.2	Guarantee from the Contractor's parent company - Is not required			
7.3	Collateral Warranties - Required for Employer's rights in connection with sub contractor design and installation of the Hydrotherapy Pool (SCWa/E) Professional indemnity insurance required = £10,000,000.00			
8.9.2	Period of suspension (If none is stated, the period is 2 months.)			
8.11.1.1 to 8.11.1.5	Period of suspension (If none is stated, the period is 2 months.)	_____		
To Collection			£	
17301	1/28			

			SECTION NR PRELIMINARIES	
			£	p
9.2.1	<p>Adjudication [29]</p> <p>Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established.) [30]</p> <p>(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)</p>	<p>The adjudicator is: to be advised</p> <p>* Royal Institute of British Architects * The Royal Institution of Chartered Surveyors * Construction Confederation * National Specialist Contractors Council * Chartered Institute of Arbitrators</p>		
9.4.1	<p>Arbitration [33] appointer of Arbitrator (and of any replacement.) [34] (If no appointer is selected, the appointer shall be the President or a Vice-President of the Royal Institute of British Architects.)</p>	<p>President or a Vice-President: * Royal Institute of British Architects * The Royal Institution of Chartered Surveyors * Chartered Institute of Arbitrators</p>		
<p>(Note: where any Third Party Rights and Collateral Warranties are required insert relevant <i>clauses in lieu of above, and amend as necessary</i>).</p> <p>EXECUTION: The Contract will be executed as a deed</p>				
To Collection			£	
17301	1/29			

		SECTION/NR	
		PRELIMINARIES	
		£	p
A30	TENDERING/SUBLETTING/SUPPLY		
	MAIN CONTRACT TENDERING		
110	SCOPE: These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.		
120	TENDERING PROCEDURE: General: Comply with the provisions of JCT Practice Note 6 (Series 2) 'Main Contract Tendering'		
160	EXCLUSIONS: If the Contractor cannot tender for any part(s) of the work as defined in the tender documents he must inform the CA as soon as possible, defining the relevant part(s) and stating the reasons for his inability to tender.		
170	ACCEPTANCE OF TENDER: The Employer and the Employer's representatives: Offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted. Will not be responsible for any cost incurred in the preparation of any tender. In the event that more than one tender of equivalent value is received, the Council reserves the right to use its discretion in determining the successful tenderer.		
190	PERIOD OF VALIDITY: Tenders must remain open for consideration (unless previously withdrawn) for not less than 90 days from the date fixed for the submission or lodgement of tenders. Information on the date for possession/commencement is given in section A20.		
211	PRELIMINARIES IN THE SPECIFICATION: The Preliminaries/ General conditions sections (A10 – A55 inclusive) must not be relied on as complying with SMM7.		
260	THE PRICED DOCUMENTS: Generally: Submit within five working days of request.		
270	ERRORS IN PRICED DOCUMENTS: Errors: In accordance with JCT Practice Note 6 (Series 2) 'Main Contract Tendering', Alternative 1. (the word 'specification' being substituted for 'bills of quantities')		
To Collection		£	
17301	1/30		

		SECTION/NR PRELIMINARIES	
		£	p
A30	TENDERING/SUBLETTING/SUPPLY (Cont'd)		
	MAIN CONTRACT TENDERING (Cont'd)		
301	<p>QUANTITIES IN THE SPECIFICATION: Where and to the extent that quantities are included in the specification, they have been prepared in accordance with SMM7 only where and to the extent stated. Where not so stated, the items descriptions and measurements:</p> <p>Must not be relied on as complying with SMM7</p> <p>Must be priced taking account of the information given elsewhere in the tender documents, including for all associated and ancillary work shown or clearly apparent as being necessary for the complete and proper execution of the work.</p>		
310	SPECIFICATION WITHOUT QUANTITIES: Where and to the extent that quantities are not included in the specification, 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.		
320	PRICING OF SPECIFICATION: Alterations and qualifications to the specification must not be made without the written consent of the CA. Tenders containing unauthorised alterations or qualifications may be rejected. Costs relating to items in the specification which are not priced will be deemed to have been included elsewhere in the tender.		
330	THE PRICED SPECIFICATION must be submitted within five working days of request.		
480	PROGRAMME: The Contractor's proposed programme as specified in Section A32 or a summary thereof showing the sequence and timing of the principal parts of the Works, periods for planning and design and itemising any work which is excluded, must be submitted prior to the date of possession.		
535	SUBSTITUTE PRODUCTS: If the Contractor wishes to substitute products of different manufacture to those specified, details must be submitted with the tender giving reasons for each proposed substitution. Substitutions which have not been notified at tender stage may not be considered. Substitutions sanctioned by the CA will be subject to the verification requirements of clause A31/200.		
540	QUALITY CONTROL RESOURCES: A statement must be submitted within one week of request describing the organisation and resources which the Contractor proposes and undertakes to provide to control the quality of the Works, including the work of Sub-Contractors. The statement must include the number and type of staff responsible for quality control, with details of their qualifications and duties.		
To Collection		£	
17301	1/31		

		SECTION/NR PRELIMINARIES	
		£	p
A30	TENDERING/SUBLETTING/SUPPLY (Cont'd)		
	MAIN CONTRACT TENDERING (Cont'd)		
551	<p>HEALTH AND SAFETY INFORMATION: A statement must be submitted with the tender describing the organisation and resources which the Contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of Sub-Contractors and of any person who may be affected by the works, including:</p> <p>A copy of the Contractor's health and safety policy document, including risk assessment procedures.</p> <p>Accident and illness records for the past five years.</p> <p>Records of previous Health and Safety Executive enforcement action.</p> <p>Records of training and training policy.</p> <p>The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.</p>		
A31	PROVISION, CONTENT AND USE OF DOCUMENTS		
	DEFINITIONS AND INTERPRETATIONS		
120	CA: Means the person nominated in the Contract as Architect or Contract Administrator or his authorised representative.		
130	IN WRITING: When required to advise, notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.		
140	APPROVAL: (and words derived therefrom) means the approval in writing of the CA unless specified otherwise.		
145	SUBMIT (and words derived therefrom) means to the CA unless otherwise instructed.		
150	PRODUCTS means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the Works.		
180	<p>CROSS-REFERENCES TO THE SPECIFICATION:</p> <p>Where a numerical cross-reference to a specification section or clause is given on drawings or any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.</p> <p>Where a numerical cross-reference is not given, the relevant section(s) and clause(s) of the specification will apply, cross-reference thereto being by means of related terminology.</p> <p>Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.</p>		
To Collection		£	
17301	1/32		

		SECTION NR PRELIMINARIES	
		£	p
A31	PROVISION, CONTENT AND USE OF DOCUMENTS (Cont'd) DEFINITIONS AND INTERPRETATIONS (Cont'd) <p>The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which he may discover.</p>		
200	SUBSTITUTION OF PRODUCTS: <p>Where the substitution of a product different to that specified is permitted before ordering the product inform the CA of the reasons for the substitution. When requested, submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and appearance. Submit certified English translations of any foreign language documents.</p> <p>Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole.</p> <p>If such substitution is approved, and before ordering products, provide revised drawings, specification and manufacturer's guarantees.</p>		
201	EQUIVALENT PRODUCTS: Wherever products are specified by proprietary name and the phrase 'or equivalent' is not included, it is to be deemed included.		
202	SUBSTITUTION OF STANDARDS: Where any product is specified to comply with a British Standard for which there is no equivalent to European Standard it may be substituted by a product complying with a grade or category within a national standard or another Member State of the European Community or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. In advance of ordering submit notification of all such substitutions and, when requested, submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.		
220	CURRENCY OF DOCUMENTS: <p>References to standards, type approval certificates, catalogues, codes of practice and the like are to the editions, revisions, versions and amendments current at stated month prior to going to tender.</p> <p>References to BSI documents are to be the versions and amendments listed in the BSI Standards Catalogue, including updates, current at stated month prior to going to tender.</p>		
To Collection		£	
17301	1/33		

		SECTION/NR PRELIMINARIES	
		£	p
A31	PROVISION, CONTENT AND USE OF DOCUMENTS (Cont'd)		
	DEFINITIONS AND INTERPRETATIONS (Cont'd)		
270	SIZES: Unless otherwise stated: Products are specified by their co-ordinating sizes. Cross section dimensions of timber shown on drawings are nominal sizes before any required planing.		
280	FIX ONLY: Means all labours in unloading, handling, storing and fixing in position, including use of all plant.		
290	SUPPLY AND FIX: Unless stated otherwise all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete.		
999	DATE FOR COMPLETION: The period given at contract clause 1.1 for the date for completion is deemed to exclude any Contractor close down periods for the Easter and Christmas festivities. If the periods given in the contract appendix at 1.1 are likely to incorporate such periods, the contract period shall make due allowance for an additional maximum two weeks for Christmas and/or one week for Easter. The contractor shall recognise that this adjustment will occur after tenders are received and shall make financial provision in the tender for the additional week (s). Should additional week(s) be added to the contract periods for each of the sections as given at appendix 1.1 no adjustment to the tender/contract sum shall be made.		
	TERMS USED IN REFURBISHMENT/ALTERATION		
311	REMOVE means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. It does not include removing associated pipework, wiring, ductwork or other services.		
321	KEEP FOR RE-USE means: During removal prevent damage to the stated components or materials, and clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.		
331	REPLACE means: Remove the stated existing components, features and finishes. Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed. Make good as necessary.		
To Collection		£	
17301	1/34		

		SECTION/NR PRELIMINARIES	
		£	p
A31	PROVISION, CONTENT AND USE OF DOCUMENTS (Cont'd)		
	TERMS USED IN REFURBISHMENT/ALTERATION (Cont'd)		
341	REPAIR means carry out local remedial work to components, features and finishes as found in the existing building. Resecure or refix as necessary and leave in a sound and neat condition. It does not include: Replacement of component or parts of components. Redecoration.		
351	MAKE GOOD means carry out local remedial work to components, features and finishes which have been disturbed by other, previous work under this Contract and leave in a sound and neat condition. It does not include: Replacement of component or parts of components. Redecoration. The meaning of the term shall not be limited by this definition where used in connection with the defects liability provisions of the Contract.		
361	EASE means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.		
371	TO MATCH EXISTING means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to the approval of appearance.		
	DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER		
410	ADDITIONAL COPIES OF DRAWINGS: Two copies of drawings (not counting any certified copy of the Contract Drawings) will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Contractor.		
430	ADDITIONAL COPIES OF SPECIFICATION: After execution of the Contract, two copies of the Specification will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but will be charged to the Contractor.		
440	DIMENSIONS: The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the CA any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.		
To Collection		£	
17301	1/35		

		SECTION/NR PRELIMINARIES	
		£	p
A31	PROVISION, CONTENT AND USE OF DOCUMENTS (Cont'd)		
	DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER (Cont'd)		
450	THE MEASURED QUANTITIES: For purposes of ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed. The specification and drawings shall take precedence over the measured quantities.		
460	THE SPECIFICATION: All sections of the specification must be read in conjunction with Main Contract Preliminaries/General conditions.		
	DOCUMENTS PROVIDED BY CONTRACTOR/SUB-CONTRACTORS		
710	TECHNICAL LITERATURE: The Contractor is advised to keep copies of the following on site, readily accessible for reference by all supervisory personnel: Manufacturer's current literature relating to all products to be used in the Works. Relevant BS Codes of Practice.		
720	MAINTENANCE INSTRUCTIONS AND GUARANTEES: Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to CA on or before Practical Completion. Notify the CA of telephone numbers for emergency services by Sub-Contractors after completion.		
To Collection		£	
17301	1/36		

		SECTION/NR PRELIMINARIES	
		£	p
A32	MANAGEMENT OF THE WORKS		
	GENERALLY		
101	SAFETY, HEALTH AND WELFARE: Comply with the 1974 Health and Safety at Work Act, and regulations, and working rules relating to safety, health and welfare of workpeople and members of the public who will be affected by the works.		
102	KNOWN HAZARDS: The Contractor is warned of the presence of the following known items that constitute a potential hazard when he takes possession of the site.		
	a. The existing electrical installation is "LIVE"		
	b. Potentially dangerous situations such as "removal of support" work or demolition works		
	c. Taking down walls, roofs, beams, columns, cutting out openings		
	d. Danger to occupants from other building operations.		
103	PRECAUTIONS: Take proper measures to warn personnel and others to safeguard them and the works.		
104	RESPONSIBILITY OF PERSONS: It is the responsibility of all persons or visitors whosoever employed by and who are on site to be aware of hazards and to warn others of such hazards. It is also each individual's responsibility to warn those in charge of such hazards and see that the dangerous situations are removed or secured. The Contractor's most senior person on site will be regarded as the person to contact as regards safety matters.		
105	EMPLOYER'S SAFETY OFFICER: The Employer's Safety Officer will be notified of the expected date of commencement of work and likely duration. The Safety Officer will also make regular visits to the site.		
106	ADVERTISING: Do not display or permit advertisements to be displayed on the site without the consent of the Contract Administrator.		
110	SUPERVISION: Accept responsibility for co-ordination, supervision and administration of the Works, including all sub-contracts. Arrange and monitor a programme with each Sub-Contractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work.		
120	INSURANCES: Before starting work on site submit documentary evidence and/or policies and receipts for the insurances required by the Conditions of Contract.		
To Collection		£	
17301	1/37		

		SECTION/NR PRELIMINARIES	
		£	p
A32	MANAGEMENT OF THE WORKS (Cont'd)		
130	INSURANCE CLAIMS: 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, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice.		
140	CLIMATIC CONDITIONS: Keep an accurate record of: Daily maximum and minimum air temperatures (including overnight). Delays due to adverse weather, including description of the weather, type(s) of the work affected and number of hours lost.		
150	OWNERSHIP: Materials arising from the alteration work are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.		
151	PHOTOGRAPHS: The Contractor is to take photographic records showing the conditions of playground areas, public footpaths and existing features before commencement of the Works. Copies are to be handed to the Contract Administrator prior to commencement on site.		
151A	FIRE EVACUATION: The Contractor is to discuss fire evacuation procedures with the School's management as a consequence of the proposed works and the restricted/hoarded areas.		
	PROGRAMME/PROGRESS		
211	<p>PROGRAMME: As soon as possible and before starting work on site prepare in an approved form a master programme for the Works, which must make allowance for:</p> <ul style="list-style-type: none"> - Design and product information provided by the Contractor/ Sub-Contractors/Suppliers, including inspection and checking (see section A31) - Planning and mobilisation by the Contractor - 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 (see section A54) - Work by others engaged directly by the Employer (see section A54) - The limitations on sequencing given in clause A35.999. <p>Where and to the extent that the programme implications for work which is not so defined are impossible to assess the Contractor should exclude it from his programme and confirm this when submitting the programme. Once this work is identified the Contractor shall update the programme accordingly. Submit four copies to CA.</p>		
To Collection		£	
17301	1/38		

		SECTION NR	
		PRELIMINARIES	
		£	p
A32	MANAGEMENT OF THE WORKS (Cont'd)		
231	SUBMISSION OF PROGRAMMES will not relieve the Contractor of his responsibility to advise the CA of the need for further drawings or details or instructions in accordance with Clause 2.11 of the Conditions of Contract.		
250	MONITORING: Record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works, put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.		
260	CA's SITE MEETINGS: The CA will hold regular site meetings to review progress and other matters arising from the administration of the Contract. Meetings will normally be held monthly. Ensure the availability of accommodation at the time of such meetings. Attend all meetings and inform Sub-Contractors and suppliers when their presence is required. The CA will chair the meetings and take and distribute minutes.		
263	CONTRACTOR'S PROGRESS REPORT: Submit a progress report to the CA three days prior to each CA's site meeting. Notwithstanding the Contractor's obligations under the Contract the report must include:		
-	A progress statement by reference to the master programme for the Works.		
-	Details of any matters materially affecting the regular progress of the Works.		
-	Any requirements for further drawings or details or instructions to enable the CA to fulfil their obligations under Clause 2.11 of the Conditions of Contract.		
270	CONTRACTOR'S SITE MEETINGS: Hold meetings with appropriate Sub-Contractors, suppliers and others engaged directly by the Employer shortly before main site meetings to facilitate accurate reporting of progress.		
290	NOTICE OF COMPLETION: Give CA at least two weeks' notice of the anticipated dates of Practical Completion of the whole or parts of the Works.		
300	ADVERSE WEATHER: Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.		
To Collection		£	
17301	1/39		

		SECTION NR PRELIMINARIES	
		£	p
A32	MANAGEMENT OF THE WORKS (Cont'd)		
310	<p>EXTENSIONS OF TIME: When a notice of the cause of any delay or likely delay in the progress of the Works is given under Contract clause 2.19, written notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the CA:</p> <p>Relevant particulars of the expected effects, if appropriate related to the concurrent causes.</p> <p>An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion, and</p> <p>All other relevant information required by the CA.</p>		
320	<p>DISTURBANCE OF REGULAR PROGRESS: Any application under Contract Clause 4.17 in respect of direct loss and/or expense must be made as soon as practicable and with (or to be followed by) the requisite supporting information so as to afford the CA the opportunity to issue instructions designed (according to the circumstances) to minimise or avoid that loss and/or expense.</p> <p>CONTROL OF COST</p>		
410	CASH FLOW FORECAST: As soon as possible and before starting work on site submit to the CA a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period and based upon the programme for the Works.		
420	EXISTING WORK: The extent and location of renewal of existing work must be agreed, at least on a provisional basis, with the CA before the work is started. Remove existing work in ways which will reasonably minimise the amount of removal and renewal.		
440	<p>MEASUREMENTS: Give reasonable notice to the Quantity Surveyor before covering up work which the Quantity Surveyor requires to be measured.</p> <p>Contractor to take accurate records of all work covered up by further work. Such records to be checked and certified by the Contract Administrator's representative whilst work open for inspection. Records may be entered by the Contractor on print of drawings made available to him free of charge by Contract Administrator for this purpose and amplified as necessary by him by detailed information or supplementary dimensioned sketches. To be completed, certified and handed to Contract Administrator as soon as practicable.</p>		
To Collection		£	
17301	1/40		

		SECTION NR	
		PRELIMINARIES	
		£	p
A32	MANAGEMENT OF THE WORKS (Cont'd)		
432	<p>PROPOSED INSTRUCTIONS: If the CA issues details of a proposed instruction with a request for an estimate of cost, submit such an estimate without delay and in any case within 7 days. The estimate must include:</p> <ul style="list-style-type: none"> - A detailed breakdown of the cost including any allowance for direct loss and expense. - Details of any additional resources which may be required. - Details of any adjustments which may have to be made to the programme for the Works. - Any other information as is reasonably necessary for the CA to fully assess the implications of issuing such an instruction. <p>Inform the CA immediately if it is not possible to comply with any of the above requirements.</p>		
450	<p>DAYWORK VOUCHERS: Give reasonable notice to the CA of the commencement of any work for which daywork vouchers are to be submitted. Before being delivered each voucher must be:</p> <p>Referenced to the instruction under which the work is authorised, and signed by the person in charge as evidence that the workmen's names, the time spent by each, the plant and materials shown are correct. Submitted not later than the end of the week following that which the work has been executed. The signing of such records shall not affect the responsibility of the Quantity Surveyor for valuing the relevant work as provided in the Conditions of Contract.</p>		
471	<p>UNFIXED MATERIALS: At the time of each valuation disclose to the Quantity Surveyor which of the unfixed materials and goods on site are free from, and which are subject to, any reservation of title inconsistent with passing of property as required by Clause 2.17 of the Conditions of Contract, together with their respective values. When requested provide evidence of freedom from reservation of title.</p>		
480	<p>LABOUR AND PLANT RETURNS: At the beginning of each week provide for verification by the CA records showing, for each day of the previous week:</p> <p>The number and description of craftsmen, labourers and other persons employed on or in connection with the Works, including those employed by Sub-Contractors.</p> <p>The number, type and capacity of all mechanical and power operated plant employed on the Works.</p>		
999	<p>USE OF EMAIL:</p> <p>The Contractor shall make available, for the duration of the contract, two separate email addresses for use by the Contractor's Contract Manager and Quantity Surveyor. The individual email addresses will enable the Contract Administrator to send emails directly to the Contractor's staff involved on the contract. Where the Contractor's staff need to correspond with the Contract Administrator, the Contractor shall encourage the use of email amongst the staff.</p>		
To Collection		£	
17301	1/41		

		SECTION NR PRELIMINARIES	
		£	p
A32	MANAGEMENT OF THE WORKS (Cont'd)		
	PLACING EARLY ORDERS WITH SUB CONTRACTORS / SUPPLIERS		
999A	The Contractor shall be aware of the need to place early orders with particular reference to specialist material suppliers and sub contractors. There are off site manufacturing works which will need early commencement eg in connection with the Hydrotherapy Pool, in order to be able to compete by the contract completion date.		
999B	Specialist suppliers and sub contractors may have their own specific trading terms and the contractor is advised to agree these terms during the tender period and include related costs in the tender. The early agreement of payment terms with specialist sub contractors and suppliers will facilitate placement of orders early in the programme and avoid any unnecessary delays.		
999C	The Contractor should note that the Employer will not pay for off site materials and goods. Should the contractor enter into agreements with suppliers / sub contractors which require the contractor to make payments before goods supplied or manufactured, the costs of this early funding and or the costs of advanced / early payment bonds, shall be included by the contractor in the tender.		
A33	QUALITY STANDARDS/CONTROL		
	MATERIALS AND WORK GENERALLY		
110	GOOD PRACTICE: Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be: Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and in accordance with relevant good building practice.		
120	GENERAL QUALITY OF PRODUCTS: Products to be new unless otherwise specified. For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by CA. Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by CA. Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance. Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together. If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.		
To Collection		£	
17301	1/42		

		SECTION/NR PRELIMINARIES	
		£	p
A33	QUALITY STANDARDS/CONTROL (Cont'd)		
130	<p>PROPRIETARY PRODUCTS: Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform CA if these conflict with any other specified requirement. Submit copies to CA when requested. The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturers' literature current at the base date. Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform CA and do not place orders for or use the affected products without further instructions. Where British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.</p>		
140	<p>CHECKING COMPLIANCE OF PRODUCTS: Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:</p> <p>The sources, types, qualities, finishes and colours are correct, and match any approved samples. All accessories and fixings which should be supplied with the goods have been supplied. Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance. The delivered quantities are correct, to ensure that shortages do not cause delays in the work. The products are clean, undamaged and otherwise in good condition. Any products which have a limited shelf life are not out of date.</p>		
150	<p>PROTECTION OF PRODUCTS: Prevent over-stressing, distortion and any other type of physical damage. Keep clean and free from contamination. Prevent staining, chipping, scratching and other disfigurement, particularly of products exposed to view in the finished work. Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products. Prevent excessively high or low temperatures and rapid changes of temperature in the products. Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use. Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured. Keep different types and grades of products separately and adequately</p>		
To Collection		£	
17301	1/43		

		SECTION/NR PRELIMINARIES	
		£	p
A33	QUALITY STANDARDS/CONTROL (Cont'd) identified. So far as possible keep products in their original wrappings, packings or containers until immediately before they are used. Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion. Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.		
160	SUITABILITY OF RELATED WORK AND CONDITIONS: Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, ensure that: Previous related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work. All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing. The environmental conditions are suitable, particularly that the building is suitably weathertight when internal components, services and finishes are installed.		
170	GENERAL QUALITY OF WORKMANSHIP: Operatives must be appropriately skilled and experienced for the type and quality of work. Take all necessary precautions to prevent damage to the work from frost, rain and other hazards. Inspect components and products carefully before fixing or using and reject any which are defective. Fix or lay securely, accurately and in alignment. Where not specified otherwise, select fixing and jointing methods and types, sizes and spacings of fastenings in compliance with section Z20. Fastenings to comply with relevant British Standards. Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not over tighten fixings. Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular. Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval.		
190	WATER FOR THE WORKS: Clean and uncontaminated. If other than mains supply is proposed provide evidence of suitability. Test to BS 3148 if instructed.		
	SAMPLES/APPROVALS		
210	APPROVAL OF PRODUCTS: Where approval of a product is specified the requirement for approval relates to a sample of the product and not to the product as used in the Works. Submit a sample or other evidence of suitability. Do not confirm orders or use the product until approval of the sample has been obtained. Retain approved sample in		
To Collection		£	
17301	1/44		

		SECTION NR PRELIMINARIES	
		£	p
A33	QUALITY STANDARDS/CONTROL (Cont'd)		
	good, clean condition on site. Ensure that the product used in the Works matches the approved sample.		
220	<p>SAMPLES OF FINISHED WORK: Where a sample of finished work is specified for approval, the requirement for approval relates to the sample itself (if approval of the finished work as a whole is required this is specified separately). Obtain approval of the stated characteristic(s) of the sample before proceeding with the Works. Retain approved sample in good, clean condition on site. Ensure that the relevant</p> <p>characteristic(s) of the Works match the approved characteristic(s) of the sample. Remove samples which are not part of the finished Works when no longer required.</p>		
225	<p>SAMPLE PANEL(S): Prepare panel(s) as set out below and, after drying out, obtain approval of appearance before proceeding. Construct panels in an approved location using randomly sampled bricks/blocks but rejecting any that are damaged. (Facing bricks £300/1000)</p> <p>Size of panel: 1.5 m x 1.5 m</p>		
230	<p>APPROVALS: Where and to the extent that products or work are specified to be approved or the CA instructs or requires that they are to be approved, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics either:</p> <p>To the express approval of the CA or</p> <p>To match a sample expressly approved by the CA as a standard for the purpose.</p>		
240	<p>APPROVALS: Inspection or any other action by the CA must not be taken as approval of products or work unless the CA so confirms in writing in express terms referring to:</p> <p>Date of inspection</p> <p>Part of the work inspected</p> <p>Respects or characteristics which are approved</p> <p>Extent and purpose of the approval</p> <p>ACCURACY/SETTING OUT GENERALLY</p>		
321	SETTING OUT: Check the levels and dimensions of the site against those shown on the drawings, and record the results on a copy of the drawings. Notify CA in writing of any discrepancies and obtain instructions before proceeding.		
322	SETTING OUT: Inform CA when overall setting out is complete and before commencing construction.		
340	APPEARANCE AND FIT: Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.		
To Collection		£	
17301	1/45		

		SECTION/NR PRELIMINARIES	
		£	p
A33	QUALITY STANDARDS/CONTROL (Cont'd)		
	<p>Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.</p> <p>Without prejudice to the above and unless specified otherwise, tolerances will (where applicable) be not greater than those given in BS 5606, Tables 1 and 2.</p>		
370	<p>LEVELS OF STRUCTURAL FLOORS: Maximum tolerances for designed levels to be as follows:</p> <p>Floors which are to be self-finished, and floors to receive sheet or tile finishes directly bedded in adhesive: +/- 10 mm</p> <p>Floors to receive dry board/panel construction with little or no tolerance on thickness: +/- 10 mm</p> <p>Floors to receive mastic asphalt flooring/underlays directly: +/- 10 mm</p> <p>Floors to receive mastic asphalt flooring/underlays laid on mastic asphalt levelling coat(s): +/- 15 mm</p> <p>Floors to receive fully bonded screeds/toppings/beds: +/- 15 mm</p> <p>Floors to receive unbonded or floating screeds/beds: +/- 20 mm</p>		
380	<p>RECORD DRAWINGS: Record details of all grid lines, setting-out stations, bench marks and profiles on the site setting-out drawing. Retain on site throughout the contract and hand to CA on completion.</p> <p>SERVICES GENERALLY</p>		
410	<p>SERVICES REGULATIONS: Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.</p>		
420	<p>SERVICE RUNS: Make adequate provision for services, including unobstructed routes and fixings. Wherever possible ducts, chases and holes are to be formed during construction rather than cut.</p>		
440	<p>MECHANICAL AND ELECTRICAL SERVICES must have final tests and commissioning carried out so that they are in full working order at Practical Completion.</p>		
999	<p>SUB CONTRACTORS: Electrical works must be carried out in accordance with BS 7671 (formerly the 17th edition of the I.E.E. Regulations For Electrical Installations) by a Contractor on the roll of the National Inspection Council for Electrical Contractors.</p> <p>Mechanical works must be carried out by a member of the Gas Safe Register or Confederation for the Registration of Gas Installers (CORGI)</p>		
To Collection		£	
17301	1/46		

		SECTION NR	
		PRELIMINARIES	
		£	p
A33	QUALITY STANDARDS/CONTROL (Cont'd)		
	SUPERVISION/INSPECTION/DEFECTIVE WORK		
510	SUPERVISION: In addition to the constant management and supervision of the works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress. Contractor to note that supervision will be required during weekend working required in connection with work to existing building.		
515	CO-ORDINATION OF ENGINEERING SERVICES: The site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering services, one with another and each in relation to the Works generally. Submit to the CA, when requested, CV's or other documentary evidence relating to the staff concerned.		
520	PERSON-IN-CHARGE: The Contractor shall employ a 'Person in Charge' who shall be site based for the duration of the contract. Give maximum possible notice to CA before changing the person-in-charge or site agent.		
520C	<p>EMERGENCY CALL OUT REPAIRS: Prior to contract commencement, the Contractor shall inform the CA of how he intends to deal with emergency repairs, arising from the works, which occur outside normal working hours. The Contractor shall provide an out of hour's emergency telephone number displayed in accordance with clause A36 360.</p> <p>If the Contractor does not provide the information required by this clause to the CA or the CA is of the opinion that the Contractor's procedure is not working successfully, the out of hours emergency repair works will be carried out by the client and all costs incurred will be deducted from monies due to the Contractor.</p>		
530	ACCESS FOR CA: Provide at all reasonable times access to the Works and to other places of the Contractor or Sub-Contractors where work is being prepared for the Contract.		
540	OVERTIME WORKING: Whenever overtime is to be worked, give CA not less than three days notice, specifying times, types and locations of work to be done. Concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.		
550	DEFECTS IN EXISTING CONSTRUCTION: to be reported to CA without delay. Obtain instructions before proceeding with work which may: Cover up or otherwise hinder access to the defective construction, or Be rendered abortive by the carrying out of the remedial work.		
To Collection		£	
17301	1/47		

		SECTION/NR PRELIMINARIES	
		£	p
A33	QUALITY STANDARDS/CONTROL (Cont'd)		
555	ACCESS FOR INSPECTION: Give CA not less than three days notice before removing scaffolding or other facilities for access.		
560	TIMING OF TESTS AND INSPECTIONS: Agree dates and times of tests and inspections with CA several days in advance, to enable the CA and other affected parties to be present. On the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.		
565	TEST CERTIFICATES: Submit a copy of each certificate to CA as soon as practicable and keep copies of all certificates on site.		
570	PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/ PRODUCTS: As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract, or appear that they may not be in accordance, submit proposals to CA for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution. Such proposals may be unacceptable to the CA, and he may issue contrary instructions.		
580	MEASURES TO ESTABLISH ACCEPTABILITY: Wherever inspection or testing shows that the work, materials or goods are not in accordance with the Contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures: will be at the expense of the Contractor, and will not be considered as grounds for extension of time.		
590	QUALITY CONTROL: Establish and maintain procedures to ensure that the Works, including the work of all Sub-Contractors, comply with the specified requirements. Maintain full records, keep copies on site for inspection by the CA, and submit copies of particular parts of the records on request. The records must include: Identification of the element, item, batch or lot including location in the Works. The nature and dates of inspections by the Contractor or CA, tests and approvals. The nature and extent of any nonconforming work found. Details of any corrective action.		
	WORK AT OR AFTER COMPLETION		
610	GENERALLY: - Make good all damage consequent upon the work. - Remove all temporary markings, coverings and protective wrappings unless otherwise instructed. - Clean the works thoroughly inside and out including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work.		
To Collection		£	
17301	1/48		

		SECTION/NR PRELIMINARIES	
		£	p
A33	QUALITY STANDARDS/CONTROL (Cont'd)		
-	Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction.		
-	Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.		
-	Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.		
-	Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.		
640	SECURITY AT COMPLETION: Leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.		
650	MAKING GOOD DEFECTS: Make arrangements with the CA and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform CA when remedial works to the various parts of the Works are completed.		
To Collection		£	
17301	1/49		

		SECTION/NR PRELIMINARIES	
		£	p
A34	SECURITY/SAFETY/PROTECTION		
	GENERALLY		
110	THE PRE-CONSTRUCTION HEALTH AND SAFETY INFORMATION will be forwarded by the CDMC during the tender period.		
120	THE CONSTRUCTION PHASE HEALTH AND SAFETY INFORMATION, developed from the Outline Construction Phase Health and Safety Information (see section A30) must be submitted to the CA not less than 2 weeks before the proposed date for start of construction work. Do not start construction work until the Employer has confirmed in writing that in his view the Construction Phase Health and Safety Information includes the procedures and arrangements required by the Regulations.		
122	LADDERS AND STEP LADDERS: When working at height a ladder should only be used as a last resort when the safe use of all other working platforms have been eliminated. The Contractor's decision should be demonstrated by a suitable risk assessment.		
125	HSE APPROVED CODES OF PRACTICE: Comply with the following: Management of health and safety at work. Managing construction for health and safety.		
130	SECURITY: The Contractor is required to adequately safeguard the site, the Works, products, materials, plant, and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions, in addition to the requirements of section A36.320, to prevent unauthorised access to the site, the Works and adjoining property, particularly at evenings, weekends and public holidays.		
140	STABILITY: Accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary. Prevent overloading: details of design loads may be obtained from CA.		
150	OCCUPIED PREMISES: Existing buildings will be occupied and/or used during part of the Contract. The Contractor is to give the building occupiers representative 2 weeks notice' in writing prior to the commencement of any works/scaffolding. Carry out the Works without undue inconvenience and nuisance and without danger to occupants and users. If it transpires that compliance with this clause requires certain operations to be carried out during overtime (only by prior agreement with the CA), and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorised by the CA in advance.		
161	IDENTIFICATION BADGES: The Contractor must ensure that at all times operatives on site wear identification badges with their photograph, issued by the Contractor.		
To Collection		£	
17301	1/50		

		SECTION/NR PRELIMINARIES	
		£	p
A34	SECURITY/SAFETY/PROTECTION (Cont'd)		
162	<p>IDENTIFICATION OF CONTRACTOR'S PERSONNEL: If and when so directed in writing by the Employer, the Contractor shall within 7 days provide:</p> <p>A list showing the name and address of every person whom the Contractor wishes to be admitted to the Employer's premises and where required by the Employer, every other person who is or may be involved in any other way in the performance of the Contract, the capacity in which each person is or may be so involved, and any other particulars required by the Employer.</p> <p>Satisfactory evidence as to the identity of each such person.</p> <p>Any other information about each such person, with any supporting evidence required by the Employer, including full details of the birthplace and parentage of any such person who is not a citizen of the United Kingdom by birth, or born within the United Kingdom of parents who were not citizens of the United Kingdom by birth.</p>		
163	<p>PASSES: Where any persons who the Contractor wishes to use in carrying out the Contract are required to have passes for admission to the Employer's premises the Employer shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued.</p> <p>Any such person who cannot produce a proper pass when required to do so by an appropriate personnel or agent of the Employer, or who contravenes any conditions on the basis of which a pass is issued, may be refused admission to the Employer's premises or required to leave the Employer's premises if already there.</p> <p>The Contractor shall promptly return any pass if at any time the Employer so requires, or if the person for whom it was issued ceases to be involved in the performance of the Contract. The Contractor shall promptly return all passes on completion or earlier termination of the Contract.</p>		
164	<p>REFUSAL OF ADMISSION: If the Employer gives the Contractor notice that a specifically named person who the Contractor is using, or intends to use, in carrying out the Contract shall not be admitted to the Employer's premises, the Contractor shall ensure that that person shall not seek admission and shall not be admitted.</p>		
170	<p>EMPLOYER'S REPRESENTATIVES SITE VISITS: Inform the CA in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or his representatives when visiting the site. Provide protective clothing and/or equipment for the Employer and his representatives as appropriate.</p>		
To Collection		£	
17301	1/51		

		SECTION/NR PRELIMINARIES	
		£	p
A34	SECURITY/SAFETY/PROTECTION (Cont'd)		
	PROTECT AGAINST THE FOLLOWING:		
221	<p>NOISE:</p> <p>Employ "best practicable means" at all times to minimise noise and vibration as defined in the Control of Pollution Act resulting from building operations.</p> <p>Comply generally with BS 5228 : Part 1, clause 9.3 for minimising noise levels during the execution of the Works.</p> <p>Liaise with Environmental and Development Services, Textile Hall, Manchester Road, Bury, BL9 0DG regarding advice as to noise levels and "best practicable means".</p> <p>No adjustments to the Contract Sum shall be made for changes in construction methods or programme in complying with "best practicable means" after execution of the Contract.</p> <p>Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.</p> <p>Do not use pneumatic drills and other noisy appliances without consent of the CA.</p> <p>Do not use or permit employees to use radios or other audio equipment in ways or at times which may cause nuisance.</p> <p>See also A35 999B</p>		
230	<p>POLLUTION: Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways. If pollution occurs inform the appropriate Authorities and the CA without delay and provide them with all relevant information.</p>		
240	<p>NUISANCE: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.</p>		
240A	<p>TEMPORARY SCREENS TO EXISTING BUILDING</p> <p>Temporarily block up existing door and window openings located adjacent to the boundary of the new extension in order to prevent the transfer of dust and noise from the works into the existing school.</p> <p>Remove temporary screens prior to practical completion.</p>		
250	<p>ASBESTOS BASED MATERIALS: Report immediately to the CA any suspected asbestos based materials discovered during demolition/ refurbishment work. Avoid disturbing such materials. Agree with the CA methods for safe removal or encapsulation.</p>		
260	<p>FIRE PREVENTION: Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Building Employers Confederation and the Loss Prevention Council.</p>		
263	<p>FIRE PREVENTION: Smoking will not be permitted on the site except in designated areas which must be carefully controlled, equipped with fire fighting equipment and receptacles for the safe disposal of</p>		
To Collection		£	
17301	1/52		

		SECTION/NR PRELIMINARIES	
		£	p
A34	SECURITY/SAFETY/PROTECTION (Cont'd)		
	smokers' materials and inspected to guard against risk of fire.		
265	BURNING ON SITE of materials arising from the work will not be permitted.		
270	WATER: Prevent damage from storm and surface water. (Items for keeping the site and excavations free from water are given elsewhere).		
280	MOISTURE: Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent: Blistering and failure of adhesion Damage due to trapped moisture Excessive movement		
285	INFECTED TIMBER: Where instructed to remove timber affected by fungal/insect attack from the building, do so in a way which will minimise the risk of infecting other parts of the building.		
290	WASTE: Remove rubbish, debris, surplus material and spoil regularly and keep the site and Works clean and tidy. All skips shall be lockable preventing unauthorised access. Skips shall be lockable and removed from the site before the commencement of the Contractor's holiday periods. Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in. Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority. Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations. Retain waste transfer documentation on site.		
	PROTECT THE FOLLOWING:		
410	WORK IN ALL SECTIONS: Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.		
420	EXISTING SERVICES: Notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations.		
-	Before starting work check positions of existing mains/services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners.		
To Collection		£	
17301	1/53		

		SECTION/NR PRELIMINARIES	
		£	p
A34	SECURITY/SAFETY/PROTECTION (Cont'd)		
-	Observe service authority's recommendations for work adjacent to existing services.		
-	Adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or other owners.		
-	Identify below ground services with signboards, giving type and depth, and overhead services with headroom markers.		
-	If any damage to services results from the execution of the Works, immediately notify the CA and appropriate service authority. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor's liability.		
-	Replace any marker tapes or protective covers disturbed during site operations to the service authority's recommendations.		
430	ROADS, CAR PARKS AND FOOTPATHS: Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising.		
435	EXISTING TOPSOIL/SUBSOIL: The Contractor shall allow for protecting the area within the contractor's external site boundary / compound area with Geotextile or similar. The compound / area within the contractor's external site boundary (see also drawing E17301 A16) ,shall be returned to its original condition at the end of the contract, including laying new turf to the contractor's temporary access road and existing grassed areas disturbed by the contractor. Before starting work, submit to the CA, proposals for protecting existing topsoil and subsoil from over compaction in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.		
440	RETAINED TREES/HEDGES/SHRUBS/GRASSED AREAS:		
-	Adequately protect and preserve, except those which are to be removed.		
-	Replace to approval or treat as instructed any species or areas damaged or removed without approval.		
-	Mature trees and shrubs which, due to the Contractor's negligence, are uprooted, destroyed, or in the opinion of the CA, damaged beyond reasonable chance of survival in their original shape, must be replaced with those of a similar type and age at the Contractor's expense.		
To Collection		£	
17301	1/54		

		SECTION NR PRELIMINARIES	
		£	p
A34	SECURITY/SAFETY/PROTECTION (Cont'd)		
445	TREES TO BE RETAINED: Unless agreed otherwise by the CA, do not:		
-	Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within the branch spread.		
450	EXISTING FEATURES: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features which are to remain in position during the execution of the Works.		
460	EXISTING WORK: Prevent damage to existing property undergoing alteration or extension and make good to match existing any defects so caused. Remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum.		
465	BUILDING INTERIORS: Protect building interiors exposed to weather during the course of alteration work with temporary enclosures of sufficient size to permit execution of the work and which will remain weathertight in severe weather.		
470	EXISTING FURNITURE, FITTINGS AND EQUIPMENT: Prevent damage to any furniture, fittings or equipment left in the existing property. Move as necessary to enable the Works to be executed, cover and protect as necessary and replace in original positions. The School's management will move loose furniture prior to work taking place in the sequenced areas, see A35.130		
481	ADJOINING PROPERTY: Prevent trespass of workpeople. Take all reasonable precaution to prevent damage to adjoining property. Obtain permission as necessary from the owners if requiring to erect scaffolding on or otherwise use adjoining property, and pay all charges. Remove and make good on completion or when directed. Bear the cost of repairing any damage arising from execution of the Works.		
490	EXISTING STRUCTURES:		
-	check proposed methods of work for effects on adjacent structures inside and outside the site boundary.		
-	Provide and maintain during the execution of the Works all incidental shoring, strutting, needling and other supports as may be necessary to preserve the stability of existing structures on the site or adjoining that may be endangered or affected by the Works.		
-	Support existing structure as necessary during cutting of new openings or replacement of structural parts.		
-	Monitor adjacent structures and immediately report excessive movement to the CA.		
-	Do not remove supports until new work is strong enough to support the existing structure. Prevent overstressing of completed work when removing supports.		
491	VEHICULAR ACCESS: See section A12		
To Collection		£	
17301	1/55		

		SECTION/NR PRELIMINARIES	
		£	p
A35	SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING		
110	SCOPE: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.		
130	METHOD/SEQUENCE OF WORK: The Contractor is advised of the following obligations and restrictions shall be imposed by the Employer.		
140	<p>ACCESS TO THE SITE: See also section A12</p> <p>The School (including its grounds) will continue to function as a school for the majority the contract period.</p> <p>There are only two site access / egress points to the site that can be used by the Contractor, the road access point to the site is adjacent 27 Ripon Avenue and the road egress point is adjacent 29 Ripon Avenue. For Phases 1 and 2 of the works, the Contractor shall only use these road access / egress points.</p> <p>The requirement to use only site access / egress points given above along Ripon Ave apply equally during Restricted and Non Restricted Working Hours as defined at A35 170B</p> <p>During Restricted Working Hours (see A35 170B), the Contractor shall not have vehicular access or egress to / from the site between the following hours :</p> <p style="text-align: center;">Monday to Friday – 7.45am to 8.45am and 2.15pm to 3.15pm</p> <p>The above shall be represented in the Contractor's concise programme of works.</p>		
150	USE OF THE SITE: See section A12		
155	<p>SCAFFOLDING: Provide as necessary general scaffolding for the execution of the works. Ensure that standing scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all Sub-Contractors and others engaged directly by the Employer. Scaffolding used is to be traditional tube and clip type with gantry and enclosed chute into skip. Ensure all clips and poles are highlighted with high visibility tape or similar. Allow for intermediate rails double toe boards and galvanised mild steel brick guards to working platform and gantry. Ensure protection over all exits and that no opening windows are blocked by scaffolding platform or tubing (clear access at all times)</p>		
To Collection		£	
17301	1/56		

		SECTION NR PRELIMINARIES	
		£	p
A35	SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING (Cont'd)		
170	<p>NORMAL SCHOOL OPERATING PERIODS :</p> <p>The School's normal operating periods are Monday to Friday (excluding Bank Holidays) for the periods given below :</p> <p>Between 16th April 2018 and 25th May 2018 Between 4th June 2018 and 20rd July 2018 Between 5th September 2018 and 18th October 2018 Between 29th October and 21st December 2018 Between 7th January 2019 and 15th February 2019 Between 25th February 2019 and 29th March 2019</p>		
170A	<p>OUTSIDE NORMAL SCHOOL OPERATING PERIODS :</p> <p>The School's outside normal operating periods are defined as Monday to Saturday (including bank holidays) outside of the periods given above</p>		
170B	<p>CONTRACTOR'S WORKING HOURS:</p> <p>The Contractor's Site Boundary is shown on drawing E17301 A16. For Works within the Contractor's site boundary, the Contractor's Working Hours are defined as follows :</p> <p>a) Non Restricted Working Hours (during Outside Normal School Operating Periods as given above)</p> <p>b) Restricted Working Hours (during Normal School Operating Periods as given above).</p> <p>The Restricted and Non Restricted Working Hours shall be : Between 7.00 am and 5.30pm Monday to Friday Between 8.00 am and 2pm Saturdays</p> <p>The above Restricted and Non Restricted Working Hours :</p> <p>a) Apply to all work phases and b) Apply only to works within the Contractor's site boundary.</p> <p>For Contractor Working Hours when working outside Contractor' site boundary see A35 999D</p> <p>See also restricted site access / egress times and also demolition work restrictions.</p> <p>The Contractor may, through the CA, agree with the school, additional Restricted Working Hours and Non Restricted Working Hours to the above. If the school agrees to the Contractor's proposed additional hours, the Employer shall charge the Contractor £35 per hour for attendance on site of a school representative during the additional working hours, This cost shall be deducted under the contract via from monies due to the Contractor.</p>		
To Collection		£	
17301	1/57		

		SECTION NR PRELIMINARIES	
		£	p
A35	SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING (Cont'd)		
	FURTHER OBLIGATIONS / RESTRICTIONS TO BE IMPOSED BY THE EMPLOYER		
999A	<p>PAYMENT FOR MATERIALS AND GOODS OFF SITE</p> <p>The Employer will not pay for materials and goods off site. This also includes the costs to manufacture, assemble and fabricate of and materials off site. The Contractor shall negotiate payment terms with named suppliers / manufacturers prior to submission of tenders and include negotiated payment terms within the tender.</p>		
999B	<p>UNACCEPATABLE NOISE LEVELS DURING RESTRICTED WORKING HOURS</p> <p>During Restricted Working Hours, the contractor shall not carry out any activities which impose unacceptable noise on the occupiers of the school between the hours of 12noon and 2pm Monday to Friday.. The Contractor will agree with the occupiers of the school to determine what are unacceptable noise levels. This restriction does not apply to demolition works, for demolition works restrictions see A35 999C below.</p> <p>This noise restrictions given here under 999B only apply during Restricted Working Hours (see definition at A35 170B)</p>		
999C	<p>RESTRICTIONS ON CARRYING OUT DEMOLITION WORKS</p> <p>Demolition works shall only be carried out during Non Restricted Working Hours as defined by see A35 170B. Note that demolition works can be carried out during Restricted Working Hours on Saturdays.</p>		
999D	<p>RESTRICTIONS ON CARRYING OUT WORKS OUTSIDE CONTRACTOR'S SITE BOUNDARY</p> <p>Work outside the Contractor's Site Boundary (see drawing E 17301 A16), shall only be carried out following prior agreement regarding the times and locations of the work with the School. Before works start on site the Contractor shall prepare a schedule of proposed works to be carried out beyond the Contractor's site boundary. This schedule shall include locations, dates and times the Contractor proposes to carry out such works for consideration by the school. The schedule shall be updated to confirm school agreements and also to reflect any changes to the programme.</p>		
999E	<p>MAINTAINING SERVICES TO THE EXISTING SCHOOL</p> <p>The Contractor shall ensure that all services are maintained to the existing school during the contract period. This also includes the use of the existing Hydrotherapy Pool. Where temporary loss of any electrical, water or heating service is unavoidable in order to complete the works, the Contractor shall agree the timing and duration of the service loss at least 7 days prior to the proposed date for loss of service. The Contractor shall include the proposed loss of service requests on the schedule as described at A35 999D above.</p>		
To Collection		£	
17301	1/58		

		SECTION/NR PRELIMINARIES	
		£	p
A35	SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING (Cont'd)		
999F	<p>CONSIDERATION FOR BUILDING OCCUPIERS / GENERAL PUBLIC</p> <p>The Contractor shall register the site, for the duration of the contract, with the Considerate Constructors Scheme. (Tel 01920 484959)</p> <p>The Contractor shall treat the general public with courtesy and show respect for the building and contents. The Contractor's staff and sub Contractor's staff shall not use offensive/abusive language or use radios/play music within or adjacent the properties.</p>		
999G	<p>LIST OF PREFERRED SUB CONTRACTORS</p> <p>The following list of preferred sub contractors (or any approved by the CA within the tender period) shall carry out the works contained within the specifications and on the drawings on behalf of the Contractor.</p> <p>The way in which the preferred sub-contractors are engaged, ie either as a sub-contractor to the Contractor or as a sub sub-contractor via the electrical / mechanical installation preferred sub contractor, will be decided by the Contractor.</p> <p>Tenderers may propose additional subcontractors to the names listed below no later than 14 days prior to the date for the return of tenders. Should the CA approve an alternative name(s) proposed by a tenderer, the CA will, via The Chest, notify all contractors who register an interest in the tender, of the approved alternative name(s).</p> <p>If, during the tender period, the Contractor experiences any difficulties communicating with or receiving pricing information from any of the preferred sub-contractors, the Contractor shall contact the CA about this no later than 14 days prior to the date for the return of tenders.</p> <p>The subcontractors included within the lists of Preferred Sub Contractor's and any subsequent new names approved by the CA shall not be deemed Named Sub Contractors as defined by the JCT Intermediate contract.</p>		
To Collection		£	
17301	1/59		

A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING (Cont'd)

LIST OF PREFERRED SUB CONTRACTORS (Cont'd)

The Contractor is to allow within his tender for employing one of the following preferred sub-contractors within each of the installations listed below for carrying out all the required works:-

Mechanical Installation

W H Good Building Group
Carrs Industrial Estate
Haslingden
Lancashire BB4 5JT

Medway Heating (Bolton) Limited
Unit 3
Viola Street
Astley Bridge
Bolton BL1 8NG
01204 305222
paulcraven@medwayheating.com

Saunders & Taylor (Manchester) Ltd
Unit 9
Boston Court
Salford
M50 2GN
Tel 0161 848 9393

C M Oxendale Limited
Dale House
Adelaide Terrace
Blackburn BB2 6ET
01254 580431
paul.towler@cmoxendale.co.uk

CMB Fylde Engineering Limited
Unit 3
Skyways Commercial Campus
Amy Johnson Way
Blackpool FY4 3RS
01253 298366
elizabeth.lodge@cmbfylde.co.uk

Ellesmere Engineering Company Limited
Pennington Street
Worsley
Manchester M28 3LR
0161 799 7626
matt@ellesmereng.com

To Collection

**SECTION NR
PRELIMINARIES**

£

p

£

A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING (Cont'd)

LIST OF PREFERRED SUB CONTRACTORS (Cont'd)

Electrical Installations Generally

Cronshaw Electrical Limited
Vale Mill Business Park
Emerald Street
Blackburn BB1 9JR
0845 250 0780
paul.cronshaw@cronshawelectrical.com

Copeland Group Limited
14 Nile Street
Aston-under-Lyne
Lancashire OL7 0NZ
0161 339 2847
mark@copelandgroup.co.uk

Hayvern Electrical Limited
56 Queen Street
Farnworth
Bolton BL4 7DX
01204 579975
billy@hayvernelectrical.co.uk

Quartzelec
1 Central Park
Ohio Avenue
Salford Quays
Manchester M50 2GT
0161 877 6666

Hydrotherapy Pool Installation

FT Leisure
Unit 3 Bridgeside Business Centre
Lingard Lane
Bredbury
Stockport SK6 2QT
0161 494 5785
Contact : David Kay
m : 07966 921323
e : dave.kay@ftleisure.co.uk

**SECTION NR
PRELIMINARIES**

£

p

To Collection

£

A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING (Cont'd)

LIST OF PREFERRED SUB CONTRACTORS (Cont'd)

Hydrotherapy Pool Installation (Cont'd)

Neuman Aqua Ltd
8 & 9 Jayes Park Courtyard
Ockley
Surrey RH5 5RR
01306 621818 / 01306 621100
Sam Currie
sam@neumanaqua.co.uk

Barr & Wray Limited
1 Buccleuch Avenue
Hillington Park
Glasgow G52 4NR
Contact: Craig Steele
0141 882 9991
csteele@barrandwray.com

Asbestos Removal Contractor's

Northern Insulation Contractors
Caroline House,
High Street,
Stalybridge,
Cheshire,
SK15 1SE
01613031899
Contract Manager: Dave Barnes 07788440025

LAR Limited
Unit 5
Crossley Park
Stockport
SK4 5BF
0161 947 9628
info@larltd.com

To Collection

£

		SECTION NR PRELIMINARIES	
		£	p
A35	SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING (Cont'd)		
	LIST OF PREFERRED SUB CONTRACTORS (Cont'd)		
	<u>Asbestos Removal Contractor's (Cont'd)</u>		
	Aspect Contracts Ltd Aspect House, Beza Road, Leeds, LS10 2BR 0113 271 1346		
	Reddish Vale Insulations Ltd, Vale House, Franklin Street, Oldham, OL1 2DP 0161 688 6444		
A36	FACILITIES/TEMPORARY WORK/SERVICES		
110	LOCATIONS: Inform CA of the intended siting of any skips, temporary works and services.		
120	MAINTAIN, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good.		
240	CLERK OF WORKS' SITE OFFICE: Provide and obtain approval of suitable lockable temporary accommodation and facilities as follows:- Floor area 6 m x 3 m (minimum) divided to form office 2 m x 3 m (minimum) and meeting room with connecting door. Meeting room not to be used as an office for construction staff. Furniture: Desk with lockable drawers, lockable cupboards, plan storage bench and drawers under, chairs. Meeting room to have table and fifteen chairs suitable for site meetings. Equipment: Washing facilities, soap and clean towel weekly, electric kettle and power point. Heating, lighting and attendance, and any temporary connections.		
261	SANITARY ACCOMMODATION: Provide and maintain in a clean condition sanitary accommodation for the Employer's representatives, either separate or shared with the Contractor's supervisory staff.		
281	EXISTING ACCOMMODATION: The existing buildings must not be used as temporary accommodation for the works.		
320	TEMPORARY ROADS / FENCE(S): CONTRACTOR's EXTERNAL SITE BOUNDARY / SITE COMPOUND: Site all cabins and store materials and plant within the Contractor's site boundary / compound area. The Contractor is to erect 'Heras' temporary fencing 2.4 m high to enclose the Contractor's external site boundary areas / compound to the approval of the Contract		
To Collection		£	
17301	1/63		

		SECTION NR	
		PRELIMINARIES	
		£	p
A36	<p>FACILITIES/TEMPORARY WORK/SERVICES (Cont'd)</p> <p>Administrator. See drawing E 17301 A16 for Contractor's Site Boundary ON COMPLETION the Contractor shall clear away all temporary buildings, fencing, footpaths, materials, etc., and reinstate the area to its original condition.</p> <p>TEMPORARY ROADS: The Contractor is required to site all sheds and store materials and plant in the designated Contractor's external site boundary / compound area for the duration of the Works.</p> <p>The Contractor shall provide any additional temporary road / access pathways (in addition to those currently available) to allow unrestricted access to the work areas</p> <p>Prior to Practical Completion reinstate grassed areas disturbed by the Works to the satisfaction of the CA. The access point gate(s) may be modified by the contractor to facilitate access, but must be returned to the original state prior to Practical Completion.</p> <p>Refer to Clause A12:200 for further requirements and restrictions re access</p>		
360	NAME BOARD: Obtain planning approval and approval of CA for and provide and fix a site signboard suitably erected, and as detailed on the drawings		
420	LIGHTING AND POWER: Provide electricity and all equipment for heating, lighting and power for the works and for testing installations. Make temporary arrangements for distributing about the site. The School's existing power supply is not to be used unless an instruction is issued confirming a formal agreement between the Contractor and the School (see clauses 999 below)..		
430	WATER: Provide clean, fresh water for the works and make temporary arrangements for distributing about the site. The School's existing water supply is not to be used unless an instruction is issued confirming a formal agreement between the Contractor and the School (see clauses 999 below)..		
441	TELEPHONES: Provide as soon as practicable after the Date of Possession a temporary on site telephone for use by the Contractor and Sub-Contractors and pay all charges. Make arrangements (e.g. an external bell) to ensure that incoming calls are answered reasonably promptly.		
461	<p>TEMPERATURE AND HUMIDITY: The permanent heating installation may be used for drying out the Works and controlling temperature and humidity levels, but:</p> <p>The Employer does not undertake that it will be available.</p> <p>The Contractor must take responsibility for operation, maintenance and remedial work, and arrange supervision by and indemnification of the appropriate Sub-Contractors, and pay costs arising.</p>		
To Collection		£	
17301	1/64		

		SECTION/NR PRELIMINARIES	
		£	p
A36	FACILITIES/TEMPORARY WORK/SERVICES (Cont'd)		
500	METER READINGS: Where charges for services need to be apportioned (see clauses 999 below), ensure that meter readings are taken by relevant authority at possession and/or completion as appropriate and included within the formal agreement with the school (see clauses 999 below). Meter readings shall be taken at the commencement of the works and at completion. Where the Contractor uses the school's gas, water and electricity the contractor shall reimburse the School for all energy / water used by the contractor during the works (see clauses 999 below).		
510	THERMOMETERS: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location. A thermometer for measuring concrete and ground temperature.		
999A	TEMPORARY POWER, LIGHTING, HEATING AND WATER ETC FOR THE WORKS: The Contractor shall provide all temporary power, lighting, heating and water supplies etc in order to complete the works. If representatives of the school allow the Contractor to use the school's existing gas, water and electricity supplies in order to carry out and complete the works, the contractor shall arrange for a formal written agreement between the School and the Contractor to be drawn up.		
999B	SUB METERS :Where new sub meters are required to facilitate measuring the Contractor's use of supplies the Contractor shall pay the costs for the installation of any additional temporary sub meters (at no additional cost to the contract).		
999C	TEMPORARY SUPPLIES AND A FORMAL WRITTEN AGREEMENT BETWEEN CONTRACTOR AND THE SCHOOL: Where the Contractor uses the School's water, gas and electricity in connection with the works, it is the Contractor's responsibility to ensure that a formal written agreement is drawn up. This agreement shall include meter readings at the start of the contract and details of how standing charges are to be apportioned etc. The formal agreement, when signed by the Contractor and the School representative shall be passed to the CA for confirmation via a CA instruction. If the formal agreement between the Contractor and the School is not confirmed by instruction, it will be assumed that no formal agreement is in place.		
999D	CONTRACTOR USE OF THE SCHOOL's SUPPLIES WITHOUT A FORMAL AGREEMENT IN PLACE : If the Contractor uses the school's existing water, gas and electricity supplies without having a formal written agreement with the school in place and confirmed by CA instruction, all school additional monthly costs for gas, water and electricity (including standing charges) which the school incur when compared to the same month from the previous year (or part thereof) shall be paid by the contractor to the school. These additional monthly costs for gas, water and electricity shall be deducted from monies due to the contractor under the contract.		
To Collection		£	
17301	1/65		

		SECTION/NR PRELIMINARIES	
		£	p
A37	OPERATION/MAINTENANCE OF THE FINISHED BUILDING		
111	<p>THE BUILDING MANUAL:</p> <p>Purpose: The Building Manual (incorporating the Health and Safety File) is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the building and its systems and enable efficient and safe operation and maintenance.</p> <p>Compilation:</p> <ul style="list-style-type: none"> - Prepare all information for Contractor designed or performance specified work including as-built drawings. - Obtain or prepare all other information to be included in the Manual. <p>Content:</p> <p>PART 1 : GENERAL INFORMATION: Content as clause 121</p> <p>PART 2 : BUILDING FABRIC: Content as clause 133</p> <p>PART 3 : BUILDING SERVICES: Content as clause 143</p> <ul style="list-style-type: none"> - Presentation of Manual: As clause 151 - Reviewing the Manual - Review process: Submit a complete draft. Amend in the light of any comments and re-submit. Do not proceed with production of the final copies until authorised. - Latest date for submission: 2 weeks before the date for submission of final copies. <p>Final copies of the Manual:</p> <ul style="list-style-type: none"> - Number of copies: 2 - Latest date for submission: 2 weeks before the date for completion stated in the contract. <p>As-built drawings:</p> <ul style="list-style-type: none"> - Number of copies: 2 - Medium: Paper 		
113	<p>THE HEALTH AND SAFETY FILE:</p> <ul style="list-style-type: none"> - Purpose: Include adequate information about the structure or materials used which might affect the health or safety of anyone carrying out construction or cleaning work or of anyone who may be affected by such work. - Contractor designed and performance specified work: Obtain or prepare the following and submit to the CDMC: <ul style="list-style-type: none"> - Details of key structural principles, including safe working floor and roof loads. - Details of construction methods and materials, including COSHH dated data sheets, which may present residual hazards with respect to cleaning, maintenance, repair, renovation or demolition. - General maintenance instructions including access provision and information about equipment provided for cleaning and maintaining the building fabric. - As-built drawings. - Other information: Obtain or prepare the following and submit to the CDMC: <ul style="list-style-type: none"> - The nature, location and markings of utilities and services, including emergency and fire fighting. 		
To Collection		£	
17301	1/66		

		SECTION NR	
		PRELIMINARIES	
		£	p
A37	<p>OPERATION/MAINTENANCE OF THE FINISHED BUILDING (Cont'd)</p> <ul style="list-style-type: none"> - Instructions for operation, maintenance, dismantling and removal of equipment and systems. - Details of hazards associated with the materials used in the construction. - Access requirements/restrictions. <p>Copies of the file:</p> <ul style="list-style-type: none"> - Number of copies: 2 <p>- Latest date for submission: 2 weeks before the date for completion stated in the contract.</p> <p>NOTE : The CA will not consider the issue of the certificate of practical completion until the CA is in receipt of the Health & Safety File</p>		
121	<p>CONTENT OF THE BUILDING MANUAL PART 1 : GENERAL</p> <p>The property:</p> <ul style="list-style-type: none"> - A description of the buildings - Details of ownership <p>The parties: Names, addresses (including e-mail), telephone and fax numbers of the following:</p> <ul style="list-style-type: none"> - Consultants and designers including name and number of individual to be contacted in case of emergency. - Authorities and statutory undertakers plus copies of consents and approvals. - Contractors, Sub-Contractors, suppliers and manufacturers. - Maintenance Contractors <p>Operational requirements and constraints of a general nature: Include details not relevant to other parts of the Building Manual. The fire safety strategy for the building and site: Include drawings showing fire appliance routes, emergency escape routes, fire resisting doors, location of emergency and fire fighting systems, services shut-off valves, switches, etc.</p>		
133	<p>CONTENT OF THE BUILDING MANUAL PART 2 : BUILDING FABRIC:</p> <p>Design criteria: Floor and roof loadings, loading restrictions, insulation values, fire ratings and other performance requirements.</p> <p>Construction of the building:</p> <ul style="list-style-type: none"> - A detailed description of methods and materials used. - As built drawings recording details of construction, together with an index. - Information about repair, renovation or demolition. <p>Maintenance of the building fabric: Instructions for general maintenance detailing work to be done, acceptable tolerances and frequency of operation.</p> <p>Product details: Copies of manufacturers' current literature including COSHH dated data sheets and recommendations for cleaning, repair and maintenance.</p>		
To Collection		£	
17301	1/67		

		SECTION/NR PRELIMINARIES	
		£	p
A37	<p>OPERATION/MAINTENANCE OF THE FINISHED BUILDING (Cont'd)</p> <p>Environmental and trafficking conditions: Details of those that may result in damage/disfigurement.</p> <p>Fixtures and fittings: Schedules including manufacturer and product reference.</p> <p>Guarantees, warranties and maintenance agreements: Obtain from suppliers, Sub-Contractors and manufacturers.</p> <p>Test certificates and reports required in the specification.</p>		
143	<p>CONTENT OF THE BUILDING MANUAL PART 3: BUILDING SERVICES:</p> <p>Description of the systems:</p> <ul style="list-style-type: none"> - Ensure that the Employer's staff fully understand the scope and facilities provided. - List maximum loads, services capacity and restrictions. - Include limitations of any user performance. <p>Operation:</p> <ul style="list-style-type: none"> - A description of the mode of operation of all systems. - Starting up, operating and shutting down instructions for all equipment and systems. - Control sequence for all systems. - Procedures for seasonal changeovers - Procedures for fault finding <p>Diagrammatic drawings: For each system, indicating principal items of plant, equipment, valves, etc.</p> <p>Record drawings: Photo-reduced and with an index: Size A3</p> <p>Identification of services: A legend for colour-coded services.</p> <p>Schedules (system by system) of plant, equipment, valves, etc: Include locations, duties, performance figures and unique numbers cross-referenced to the record drawings, diagrammatic drawings and schedules.</p> <p>Product details:</p> <ul style="list-style-type: none"> - Name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers. - Manufacturer's technical literature for plant and equipment. Include detailed drawings, electrical circuit details and operating and maintenance instructions. - Instructions for dismantling and removing equipment and systems. <p>Test Certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests): For the plant, equipment, valves, etc., used in the installations.</p> <p>Guarantees, Warranties and maintenance agreements: Obtain from Sub-Contractors and manufacturers.</p> <p>Equipment settings: Schedules of all fixed and variable equipment settings established during commissioning.</p> <p>Preventative maintenance: Recommendations for frequency and procedures to be adopted to ensure the most efficient operation of the system.</p> <p>Lubrication: Schedules for all lubricated items.</p> <p>Consumables: A list of normal consumable items.</p>		
To Collection		£	
17301	1/68		

		SECTION/NR PRELIMINARIES	
		£	p
A37	<p>OPERATION/MAINTENANCE OF THE FINISHED BUILDING (Cont'd)</p> <p>Spares: A list of recommended spares to be kept in stock by the Employer, being those items subject to wear or deterioration and which may involve the Employer in extended deliveries when replacements are required at some future date.</p> <p>Emergencies: Procedures, including telephone numbers for emergency services.</p>		
151	<p>PRESENTATION OF BUILDING MANUAL:</p> <p>Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriate cover titled.</p> <p>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.</p> <p>As-built drawings: The main sets may form annexes to the Manual.</p>		
220	<p>TRAINING OF EMPLOYER'S STAFF: Before Practical Completion explain and demonstrate to the Employer's maintenance staff the purpose, function and operation of the installations including all items and procedures listed in the Building Manual.</p> <p>Operating time: Include a minimum of two days training for electrical installations, two days for mechanical installations and half day for training the staff in the operation of the Hydrotherapy Pool.</p> <p>Provide, in the form of a calendar chart, a comprehensive schedule setting out periodic maintenance requirements for all of the building's elements, components, services, systems, finishings and fittings</p>		
240	<p>SPARE PARTS: Within two weeks of request submit to the CA a quotation, priced in detail, for the initial supply of spare parts to the Employer, and include for:</p> <p>Checking receipt, marking and numbering in accordance with the schedule of spare parts.</p> <p>Referencing to the plant and equipment list in Part 3 of the Building Manual.</p> <p>Painting, greasing, etc., and packing to prevent deterioration during storage</p>		
250	<p>TOOLS: At Practical Completion provide two complete sets of tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Sub-Contracts) together with suitable means of identifying, storing and securing same.</p>		
To Collection		£	
17301	1/69		

		SECTION NR	
		PRELIMINARIES	
		£	p
A42	CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES		
	For details of services and facilities required or made/not made available by the Employer see section A36.		
110	POWER		
120	LIGHTING		
120A	HEATING		
130	FUELS: (excluding fuels for testing and commissioning)		
140	WATER		
150	TELEPHONE AND ADMINISTRATION		
160	SAFETY, HEALTH AND WELFARE: (see A34/170)		
170	STORAGE OF MATERIALS: (see A33/150)		
180	RUBBISH DISPOSAL: (see A34/290)		
190	CLEANING: (see A33/610)		
200	DRYING OUT (see A34/280)		
210	PROTECTION OF WORK IN ALL SECTIONS: (see A34/410 et seq)		
220	SECURITY: (see A34/130)		
230	MAINTAIN PUBLIC AND PRIVATE ROADS: (see A34/430)		
240	SMALL PLANT AND TOOLS		
310	ADDITIONAL SERVICES AND FACILITIES ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as appropriate.		
To Collection		£	
17301	1/72		

		SECTION NR PRELIMINARIES	
		£	p
A54	PROVISIONAL SUMS		
100	PROVISIONAL SUMS for both defined and undefined works are stated in the Provisional Sums Section		
110	PROVISIONAL SUM means a sum of money intended to cover the cost to the Employer of possible expenditure which cannot entirely be foreseen, defined or detailed at the time of tendering.		
120	EXPENDITURE AND ADJUSTMENT OF PROVISIONAL SUMS: No orders to be placed or agreements entered into without written instructions from the Contract Administrator. Tenders accepted for Named Sub-Contractors are deemed to include a cash discount to be retained by the Contractor in accordance with the Conditions of Sub-Contract. Provision for the addition of any profit required by the Contractor has been made in the relevant Section of the Specification. All non expenditure of Provisional Sums is not valid ground for compensation for loss of discount, profit, etc.		
130	GENERAL ATTENDANCE is deemed to include the use of the Contractor's temporary roads, pavings and paths, standing scaffolding, standing power operated hoisting plant, the provision of temporary lighting and water supplies, clearing away rubbish, provision of space for the Sub-Contractor's own offices and the storage of his plant and materials and the use of messrooms, sanitary accommodation and welfare facilities provided by the Contractor.		
999	OTHERS EMPLOYED DIRECTLY BY THE EMPLOYER: The Employer may engage others directly to supply goods/carry out works not forming part of this contract. The Contractor shall allow access to the site by such persons.		
To Collection		£	
17301	1/75		

£	p
---	---

COLLECTION

Page 1/1

“ 1/2

“ 1/3

“ 1/4

“ 1/5

“ 1/6

“ 1/7

“ 1/8

“ 1/9

“ 1/10

“ 1/11

“ 1/12

“ 1/13

“ 1/14

“ 1/15

“ 1/16

“ 1/17

“ 1/18

“ 1/19

“ 1/20

“ 1/21

“ 1/22

“ 1/23

“ 1/24

“ 1/25

Carried Forward

£

		SECTION NR	
		PRELIMINARIES	
		£	p
Brought Forward		£	
Page	1/26		
“	1/27		
“	1/28		
“	1/29		
“	1/30		
“	1/31		
“	1/32		
“	1/33		
“	1/34		
“	1/35		
“	1/36		
“	1/37		
“	1/38		
“	1/39		
“	1/40		
“	1/41		
“	1/42		
“	1/43		
“	1/44		
“	1/45		
“	1/46		
“	1/47		
“	1/48		
Carried Forward		£	

		SECTION NR	
		PRELIMINARIES	
		£	p
Brought Forward		£	
Page	1/49		
“	1/50		
“	1/51		
“	1/52		
“	1/53		
“	1/54		
“	1/55		
“	1/56		
“	1/57		
“	1/58		
“	1/59		
“	1/60		
“	1/61		
“	1/62		
“	1/63		
“	1/64		
“	1/65		
“	1/66		
“	1/67		
“	1/68		
“	1/69		
“	1/70		
“	1/71		
Carried Forward		£	
17301			
1/78			

SECTION NR PRELIMINARIES	
-----------------------------	--

£	p
---	---

£	p
---	---

Brought Forward

£

Page 1/71

“ 1/72

“ 1/73

“ 1/74

“ 1/75

SECTION NR 1 - PRELIMINARIES AND GENERAL CONDITIONS
: COSTS APPORTIONED AND CARRIED FORWARD TO MAIN
SUMMARIES FOR PHASE 1 AND PHASE 2

£
