

MW16 Prelims

December 2021

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A10 PROJECT PARTICULARS

110 The Project

Name: Repairs Project

Nature: Repair

Location: Jacksons Lane Car Park, Jacksons Lane, Wellingborough, Northamptonshire, NN8 4LD

Length of contract: TBC

120 Employer (Client)

Name: North Northamptonshire Council

Address: Swanspool House, Doddington Road, Wellingborough, NN8 1BP

Telephone: 01933 229777

130 Principal Contractor (CDM)

Name: TBC

Address: TBC

Telephone: TBC

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

Name: Underwoods LLP

Address: Shire House, Pyramid Close, Northampton, NN3 8PH

Contact: Alex Manuel

Telephone: 01604 783005

150 Principal Designer

Name: Underwoods LLP

Address: Shire House, Pyramid Close, Northampton, NN3 8PH

Contact: Alex Manuel

Telephone: 01604 783005

A11 TENDER AND CONTRACT DOCUMENTS

110 Tender drawings

The tender 'drawings' are: unnumbered Location Plan, Site Plan, Plan 1, Plan 2, Photo 1, and Photo 2; included in Appendix 1 of the Tender Document.

120 Contract drawings

The Contract Drawings: The same as the tender drawings.

160 Preconstruction information

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

A12 THE SITE/ EXISTING BUILDINGS

110 The site

Description: existing open air car park at ground level only.

120 Existing buildings on/ adjacent to the site

Description: mainly commercial properties but some residential properties located to the south and south-west.

140 Existing mains and services

Drawings: (Information shown is indicative only): none available.

Other information: N/A

180 Health and safety file

Availability for inspection: not applicable.

Other documents: not applicable.

Arrangements for inspection: to be arranged via Alex Manuel on 07392 869 159.

200 Access to the site

Description: vehicle access is via Jackson's Lane and High Street (A5193); pedestrian access is via a number of routes from adjacent areas utilising public footpaths and roadways.

210 Parking

Restrictions on parking of the Contractor's and employees' vehicles: use can be made of an area of the car park itself, but this must be clearly defined and separated from the remainder of the car park so that members of the public cannot access this; tenderers to make clear what area they intend to use while undertaking the works and indicate this on a plan of the car park submitted with their tender return.

220 Use of the site

General: do not use the site for any purpose other than carrying out the Works.

Limitations: N/A

230 Surrounding land/ building uses

General: Adjacent or nearby uses or activities are as follows: retail and other commercial space, as well as localized residential use.

240 Health and safety hazards

General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:

- Below ground services

Information: the accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.

Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and potential risks associated with the works, as well as the need to take appropriate precautionary measures.

250 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.

Arrangements for visit: via Alex Manuel, 07392 869 159.

A13 DESCRIPTION OF THE WORK

110 Preparatory work by others

Works: Carried out under a separate contract and completed before the start of work on site for this Contract.

Description: none.

120 The works

Description: repair and renewal of the wearing surface of the car park; line marking; provision of directional signage.

A20 JCT MINOR WORKS BUILDING CONTRACT (MW)

JCT MINOR WORKS BUILDING CONTRACT

The Contract: JCT Minor Works Building Contract 2016.

Requirement: allow for the obligations, liabilities and services described therein against the headings following:

THE RECITALS

First The Works and the Contract Administrator

The work comprises: Repair Project

Architect/ Contract Administrator: See clause A10/140.

Second Contract documents

Contract drawings: as listed in clause A11/120.

Contract documents: the following have been prepared which show and describe the work to be done:

- a Schedule of Work
- unnumbered drawings as listed above

Third Priced documents

Documents to be priced or provided by the Contractor: Schedule of Work.

THE ARTICLES

3 Architect/ Contract Administrator

Architect/ Contract Administrator: See clause A10.

4 and 5 Principal Designer/ Principal Contractor

Principal Designer: See clause A10

Principal Contractor: See clause A10

Fourth Recital and clause 4.2 Construction industry scheme (CIS)

Employer at the Base Date

is not a 'contractor' for the purposes of the CIS.

Fifth Recital CDM Regulations

The project is not notifiable.

Article 7 Arbitration

Article 7 and Schedule 1 apply.

Clause 1.1 CDM planning period

Shall mean the period of 2 weeks

Clause 2.2 Commencement and Completion

Date for Commencement of the Works: TBC

Date for Completion: TBC

Clause 2.8 Liquidated damages

At the rate of £250 per week or part thereof.

Clause 2.10 Rectification period

Period: 12 months

Clause 4.3 Percentage of the total value of the work etc.

Percentage: 95

Clause 4.5 Percentage of the total amount to be paid to the Contractor

Percentage: 97.5

Clause 4.8.1 Supply of documentation

Period: 1 month

Clause 5.3.2 Contractor's insurance - injury to persons or property

Insurance cover (for any one occurrence or series of occurrences arising out of one event): not less than £5,000,000.00

Clauses 5.4A, 5.4B and 5.4C Insurance of the works etc. - alternative provisions

Clause 5.4C applies:

- Works: the Contractor is to insure the Works for All Risks Insurance in the Joint Names of the Contractor and the Employer
- Existing structures: the Employer is to insure or maintain their insurance of the Existing Structures and notify their insurer of the works which are to take place

Clauses 5.4A.1 and 5.4B.1.2 Percentage to cover professional fees

Addition: 15 per cent.

Clause 7.2 Adjudication

The Adjudicator is: to be appointed by the nominating body

Nominator of Adjudicator: President or a Vice president of the Royal Institution of Chartered Surveyors

Schedule 1 paragraph 2.1 Arbitration

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

THE CONDITIONS**Section 1: Definitions and Interpretation****Section 2: Carrying out the Works****Section 3: Control of the Works****Section 4: Payment****Section 5: Injury, Damage and Insurance****Section 6: Termination****Section 7: Settlement of Disputes**

A30 TENDERING/ SUBLETTING/ SUPPLY

110 Scope

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

145 Tendering procedure

Arithmetical errors: Alternative 2 of the JCT Tendering Practice Note 2012 is to apply (where correction of the tender price is permitted).

160 Exclusions

Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.

Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

170 Acceptance of tender

The Employer and Employer's representatives:

- Offer no guarantee that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.
- Will not be responsible for any cost incurred in the preparation of any tender.

190 Period of validity

Period: After submission or lodgment, keep tender open for consideration (unless previously withdrawn) for not less than 13 weeks

Date for possession/ commencement: See section A20.

PRICING/ SUBMISSION OF DOCUMENTS

210 Preliminaries in the specification

The Preliminaries/ General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7.

250 Priced schedules of work

Alterations: Do not alter or qualify the priced schedules of work without written consent.

Tenders containing unauthorised alterations or qualifications may be rejected.

Measurements: Where not stated, ascertain from the drawings.

Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.

Submit: with tender.

310 Tender

General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

500 Tender stage method statements

Method statements: prepare, describing how and when the following is to be carried out: refer to Quality Questionnaire.

Statements: submit with tender return.

530 Substitute products

Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage may not be considered.

Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

550 Health and safety information

Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.

Include:

- A copy of the contractor's health and safety policy document, including risk assessment procedures.
 - Accident and sickness records for the past five years.
 - Records of previous Health and Safety Executive enforcement action.
 - Records of training and training policy.
 - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- Submit: within one week of request.

570 Outline construction phase health and safety plan

Content: Submit the following information within one week of request:

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

599 Freedom of Information

Records: retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provision of the Freedom of Information Act.
 Determination: submit requests received; do not supply information to anyone other than the project participants without express written permission.
 Confidentiality: maintain at all times.

SUBLETTING/ SUPPLY

630 Domestic subcontracts

General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

110 Definitions

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

120 Communication

Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.

Format: In writing to the person named in clause A10/140 unless specified otherwise.

Response: Do not proceed until response has been received.

130 Products

Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.

Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

135 Site equipment

Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.

Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

160 Terms used in specification

Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.

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

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

Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.

Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.

Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.

Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.

Refix: Fix removed products.

Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.

Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.

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

170 Manufacturer and product reference

Definition: When used in this combination:

- Manufacturer: The firm under whose name the particular product is marketed.
- Product reference: The proprietary brand name and/ or reference by which the particular product is identified.

Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

200 Substitution of products

Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.

Reasons: Submit reasons for the proposed substitution.

Documentation: Submit relevant information, including:

- manufacturer and product reference;
- cost;
- availability;
- relevant standards;
- performance;
- function;
- compatibility of accessories;
- proposed revisions to drawings and specification;
- compatibility with adjacent work;
- appearance;
- copy of warranty/ guarantee.

Alterations to adjacent work: If needed, advise scope, nature and cost.

Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

210 Cross references

Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.

Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.

Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.

Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

220 Referenced documents

Conflicts: Specification prevails over referenced documents.

230 Equivalent products

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

250 Currency of documents

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

260 Sizes

General dimensions: Products are specified by their coordinating sizes.

Timber: Cross section dimensions shown on drawings are:

- Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
- Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

410 Additional copies of drawings/ documents

Additional copies: Issued free of charge.

440 Dimensions

Scaled dimensions: Do not rely on.

450 Measured quantities

Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.

Precedence: The specification and drawings shall override the measured quantities.

460 The specification

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

DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

630 Technical literature

Information: Keep on site for reference by all supervisory personnel:

- Manufacturers' current literature relating to all products to be used in the Works.
- Relevant British, EN or ISO Standards.

640 Maintenance instructions and guarantees

Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.

Information location:

Emergency call out services: Provide telephone numbers for use after completion.

Extent of cover: office hours only.

A32 MANAGEMENT OF THE WORKS

GENERALLY

110 Supervision

General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.

Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

120 Insurance

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

130 Insurance claims

Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.

Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

140 Climatic conditions

Information: Record accurately and retain:

- Daily maximum and minimum air temperatures (including overnight).
- Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

150 Ownership

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

210 Programme

Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:

- Planning and mobilisation by the Contractor
- Subcontractor's work.
- Running in, adjustment, commissioning and testing of all engineering services and installations.
- Work resulting from instructions issued in regard to the expenditure of provisional sums.
- Work by others concurrent with the Contract.

Submit one copy.

245 Start of work on site

Notice: Before the proposed date for start of work on site give minimum notice of two weeks.

250 Monitoring

Progress: Record on a copy of the programme kept on site.

Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimise any delay and to recover any lost time.

260 Site meetings

General: Site meetings will be held to review progress and other matters arising from administration of the Contract.

Frequency: Fortnightly.

Location: Site

Accommodation: Ensure availability at the time of such meetings.

Attendees: attend meetings and inform sub-contractors and suppliers when their presence is required.

Chairperson (who will also take and distribute minutes): Contract Administrator

290 Notice of completion

Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.

Associated works: Ensure necessary access, services and facilities are complete.

Period of notice (minimum): two weeks.

310 Extensions of time

Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.

Details: As soon as possible submit:

- Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
- An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
- All other relevant information required.

420 Removal/ replacement of existing work

Extent and location: Agree before commencement.

Execution: Carry out in ways that minimise the extent of work.

430 Proposed instructions

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

440 Measurement

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

460 Interim valuations

Applications: Include details of amounts requested under the Contract together with all necessary supporting information.

Submission: At least seven days before established dates.

470 Products not incorporated into the Works

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

Evidence: When requested, provide evidence of freedom of reservation of title.

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

110 Incomplete documentation

General: Where and to the extent that products or work are not fully documented, they are to be:

- Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
- Suitable for the purposes stated or reasonably to be inferred from the project documents.

Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

120 Workmanship skills

Operatives: Appropriately skilled and experienced for the type and quality of work.

Registration: With Construction Skills Certification Scheme.

Evidence: Operatives must produce evidence of skills/ qualifications when requested.

130 Quality of products

Generally: New. (Proposals for recycled products may be considered).

Supply of each product: From the same source or manufacturer.

Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.

Tolerances: Where critical, measure a sufficient quantity to determine compliance.

Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

135 Quality of execution

Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.

Colour batching: Do not use different colour batches where they can be seen together.

Dimensions: Check on-site dimensions.

Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.

Location and fixing of products: Adjust joints open to view so they are even and regular.

140 Compliance

Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.

Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:

- Properties tested.
- Pass/ fail criteria.
- Test methods and procedures.
- Test results.
- Identity of testing agency.
- Test dates and times.
- Identities of witnesses.
- Analysis of results.

150 Inspections

Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:

- Date of inspection.
- Part of the work inspected.
- Respects or characteristics which are approved.
- Extent and purpose of the approval.
- Any associated conditions.

160 Related work

Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:

- Appropriately complete.
- In accordance with the project documents.
- To a suitable standard.
- In a suitable condition to receive the new work.

Preparatory work: Ensure all necessary preparatory work has been carried out.

170 Manufacturer's recommendations/ instructions

General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.

Changes to recommendations or instructions: Submit details.

Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.

Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

180 Water for the works

Mains supply: Contractor is permitted to use the Employer's supply on site free of charge.

210 Samples

Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:

- To an express approval.
- To match a sample expressly approved as a standard for the purpose.

220 Approval of products

Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.

Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.

Complying sample: Retain in good, clean condition on site. Remove when no longer required.

230 Approval of execution

Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.

Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.

Complying sample: Retain in good, clean condition on site. Remove when no longer required.

ACCURACY/ SETTING OUT GENERALLY**320 Setting out**

General: Submit details of methods and equipment to be used in setting out the Works, where required.

Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.

Inform: When complete and before commencing construction.

330 Appearance and fit

Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:

- Submit proposals; or
- Arrange for inspection of appearance of relevant aspects of partially finished work.

General tolerances (maximum): To BS 5606, tables 1 and 2.

360 Record drawings

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

SERVICES GENERALLY

410 Services regulations

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

420 Water regulations/ byelaws notification

Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.

Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

430 Water regulations/ byelaws contractor's certificate

On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:

- The address of the premises.
- A brief description of the new installation and/ or work carried out to an existing installation.
- The Contractor's name and address.
- A statement that the installation complies with the relevant Water Regulations or Byelaws.
- The name and signature of the individual responsible for checking compliance.
- The date on which the installation was checked.

435 Electrical installation certificate

Submit: when relevant electrical work is completed.

Original certificate: to be lodged in the Building Manual.

445 Service runs

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

Ducts, chases and holes: Form during construction rather than cut.

Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

450 Mechanical and electrical services

Final tests and commissioning: Carry out so that services are left in a safe and suitable condition for a vacant building at completion of the Works.

All works to be in accordance with the specification and associated drawings.

Building Regulations notice: not applicable as no direct works envisaged, it is only where services may become disturbed.

525 Access

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

530 Overtime working

Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.

Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

540 Defects in existing work

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

Documented remedial work: Do not execute work which may:

- Hinder access to defective products or work; or
- Be rendered abortive by remedial work.

560 Tests and inspections

Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.

Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.

Records: Submit a copy of test certificates and retain copies on site.

610 Defective products/ executions

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

Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

SERVICES GENERALLY

710 Work before completion

General: Make good all damage consequent upon the Works.

Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.

Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids.

Remove all splashes, deposits, efflorescence, rubbish and surplus materials.

Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.

COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.

Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges.

Repaint badly marked areas back to suitable breaks or junctions.

Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

720 Security at completion

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

730 Making good defects

Rectification: Give reasonable notice for access to the various parts of the Works.

Completion: Notify when remedial works have been completed.

A34 SECURITY/ SAFETY/ PROTECTION

110 Preconstruction information

Location: Integral with the project Preliminaries, including but not restricted to the following sections:

- Description of project: Sections A10 and A11.
- Client's consideration and management requirements: Sections A12, A13 and A36.
- Environmental restrictions and on-site risks: Section A12, A35 and A34.
- Significant design and construction hazards: Section A34.
- The Health and Safety File: Section A37.

130 Product hazards

Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Occupational Exposure Limits.

Common hazards: Not listed. Control by good management and site practice.

Significant hazards: Specified construction materials include the following:

140 Construction phase health and safety plan

Submission: Present to the Principal Designer/ Client no later than one week before works commence.

Confirmation: Do not start construction work until the Principal Designer/Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.

Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-Construction Information.

150 Security

Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.

Access: Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property.

Special requirements: ensure the property's alarm is set at the end of each of working day.

160 Stability

Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.

Design loads: Obtain details, support as necessary and prevent overloading.

200 Mobile telephones and portable electronic equipment

Restrictions on use: in designated areas only.

330 Noise control

Standard: Comply generally with the recommendations of BS 5228-1, clause 9.3 to minimise noise levels during the execution of the Works.

Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

Restrictions: Do not use:

- Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

210 Employer's representatives site visits

Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.

Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to site.

340 Pollution

Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.

Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

350 Pesticides

Use: Not permitted.

360 Nuisance

Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.

Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

370 Asbestos containing materials

Duty: Report immediately any suspected materials discovered during execution of the Works.

- Do not disturb.
- Agree methods for safe removal or encapsulation.

375 Antiquities

Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the Works.

Preservation: Keep objects in the exact position and condition in which they were found.

371 Dangerous or hazardous substances

Duty: Report immediately any suspected materials discovered during the execution of the Works.

- Do not disturb.
- Agree methods for safe removal or remediation.

380 Fire prevention

Duty: Prevent personal injury or death, and damage to the Works or other property from fire.

Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').

390 Smoking on site

Smoking on site: Not permitted.

400 Burning on site

Burning on site: Not permitted.

410 Moisture

Wetness or dampness: Prevent, where this may cause damage to the Works.

Drying out: Control humidity and the application of heat to prevent:

- Blistering and failure of adhesion.
- Damage due to trapped moisture.
- Excessive movement.

430 Waste

Includes: Rubbish, debris, spoil, containers and surplus material.

Minimise: Keep the site and Works clean and tidy.

Remove: Frequently and dispose off site in a safe and competent manner:

- Non-hazardous material: In a manner approved by the Waste Regulation Authority.
- Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.

Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.

Waste transfer documentation: Retain on site.

440 Electromagnetic interference

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

510 Existing services

Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.

Identification: Before starting work, check and mark positions of mains/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.

Work adjacent to services:

- Comply with service authority's/ statutory undertaker's recommendations.

- Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.

Identifying services:

- Below ground: Use signboards, giving type and depth;
- Overhead: Use headroom markers.

Damage to services: If any results from execution of the Works:

- Immediately give notice and notify appropriate service authority/ statutory undertaker.
- Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
- Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.

Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertaker's recommendations.

520 Roads and footpaths

Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.

Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.

530 Existing topsoil/ subsoil

Duty: N/A

540 Retained trees/ shrubs/ grassed areas

Protection: Preserve and prevent damage.

Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

560 Existing features

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

570 Existing work

Protection: Prevent damage to existing work, structures or other property during the course of the work.

Removal: Minimum amount necessary.

Replacement work: To match existing.

580 Building interiors

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

625 Adjoining property restrictions

Precautions:

- Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
- Pay all charges.
- Remove and make good on completion or when directed.

Damage: Bear cost of repairing damage arising from execution of the Works.

630 Existing structures

Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.

Supports: During execution of the Works:

- Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
- Do not remove until new work is strong enough to support existing structure.
- Prevent overstressing of completed work when removing supports.

Adjacent structures: Monitor and immediately report excessive movement.

Standard: Comply with BS 5975 and BS EN 12812.

640 Materials for recycling/ reuse

Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.

Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

GENERALLY

110 Spoil heaps, temporary works and services

Location: Give notice of intended siting.

Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

230 Temporary accommodation

Facilities: the contractor must provide their own welfare facilities for their staff which meet and comply with all necessary legislation and reasonable requirements; as a minimum this should include toilet, kitchenette, washing facilities, rest room, and drying room. This can be located within the car park but must be situated within a clearly identified and secured compound area which is for contractor's staff only.

Contractor is responsible for keeping welfare facilities operable at all times.

340 Name boards/ advertisements

Name boards/ advertisements: Permitted for the duration of the Works in a location to be specified and agreed with the Employer.

A proposed design is to be submitted to the CA prior to works commencing.

420 Lighting and power

Supply: not available; contractor to provide their own generator as required; contractor to make clear with their tender submission whether this is required and what provision they are including for within the tender submission.

Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

430 Water

Supply: not available; contractor to provide their own water for the works as deemed necessary.

Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

440 Telephones

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

570 Personal protective equipment

General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:

- Safety helmets to BS EN 397, neither damaged nor time expired.
- High visibility waistcoats to BS EN 471 Class 2.
- Safety boots with steel insole and toecap to BS EN ISO 20345.
- Disposable respirators to BS EN 149.FFP1S.
- Eye protection to BS EN 166.
- Ear protection – ear muffs to BS EN 352-1, plugs to BS EN 352-2
- Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

110 The building manual

Responsibility: The Contractor

Content: Obtain and provide comprehensive information for owners and users of the completed Works. Include an overview of the Works and describe key components and systems within the finished Works, including all such items to enable efficient and safe operation and maintenance. Specific requirements: None.

Format: Electronic.

Number of copies: One.

Delivery to: The CA.

Delivery by: No later than two weeks from the date of Practical Completion.

115 The Health and Safety File

Responsibility: The Principal Designer

Content: Obtain and provide the following information:

- A summary of the scope of work
- As built drawings insofar as they are applicable to the scope of work
- Details of any alterations to the services
- Product information for items installed as part of the Works
- Operation and Maintenance instructions for relevant items incorporated in the Works
- Guarantees and warranties where applicable
- Test certificates and reports

Format: Electronic.

Delivery to: The Employer.

Delivery by: No later than four weeks from the date of Practical Completion.

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 Management and staff

Details: The Contractor is to provide a full-time working site foreman to ensure smooth running of the Works and regular liaison with the CA.

Cost significant items: None.

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

110 Site accommodation

Details: contractor to provide their own welfare facilities for their staff which should include as minimum: toilet; rest room; kitchenette; washing facilities; drying room: refer also to clause A36/230.
Cost significant items: site accommodation and welfare facilities.

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

110 Services and facilities

Details: Services or facilities where required and not made available by the Employer: and as such the contractor will need to provide as necessary: refer to clauses A36/420 and A36/430.

Cost significant items: contractor to confirm their requirements.