**PROJECT PRELIMINARIES AND**

**CONDITIONS OF CONTRACT**

1. **OFFICE TRANSFORMATION PROGRAMME (OTP) – PHASE 2**
2. **CUSTOMER EXPERIENCE ENHANCEMENT PGRAMME + FUTURE NORTHANTS (CEEP+FN)**
3. **MANAGEMENT OF THE REFURBISHMENT OF THE AIR HANDLING UNIT (AHU), DUCTWORK AND ASSOCIATED PLANT**

At

**EAST NORTHAMPTONSHIRE COUNCIL**

**CEDAR DRIVE**

**THRAPSTON**

**NORTHAMPTONSHIRE**

**NN14 4LZ**

For

**EAST NORTHAMPTONSHIRE COUNCIL**

|  |  |  |
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| **Our Ref:**  **Date:** | 19.369  January 2020 | **Prepared by:**  BMO Surveying  Unit 8E Mobbs Miller House  Christchurch Road  Northampton  NN1 5LL  **T:** 01604 715225  **E:** [bmosurveying@btconnect.com](mailto:bmosurveying@btconnect.com) |

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|  |  | **Fixed Cost**  **£:p** |
| --- | --- | --- |
| **A10** | **PROJECT PARTICULARS** |  |
|  |  |  |
| 110 | THE PROJECT |  |
|  | * Name: OTP – Phase 2. * Location: East Northamptonshire Council, Cedar Drive, Thrapston, Northamptonshire, NN14 4LZ. * Length of contract: 12 weeks. |  |
|  |  |  |
| 120 | EMPLOYER (CLIENT) |  |
|  | * Name: East Northamptonshire Council * Address: Cedar Drive, Thrapston, Northamptonshire, NN14 4LZ. * Contact: Lewis Gabb * Tel: 01832 742000. * Email: lgabb@eastnorthamptonshire.gov.uk |  |
|  |  |  |
| 130 | PRINCIPAL CONTRACTOR |  |
|  | * Name: *The Contractor.* * Address: - * Tel: - |  |
|  |  |  |
| 140 | PERSON EMPOWERED BY THE CONTRACT TO ACT ON BEHALF OF THE EMPLOYER |  |
|  | * Title: BMO Surveying * Address: Unit 8E, Mobbs Miller House, Christchurch Road, Northampton, NN1 5LL. * Contact: Brian O’Malley. * Tel: 01604 715225. * Email: brian@bmosurveying.com |  |
|  |  |  |
| 150 | PRINCIPAL DESIGNER |  |
|  | * Name: BMO Surveying * Address: Unit 8E, Mobbs Miller House, Christchurch Road, Northampton, NN1 5LL. * Contact: Brian O’Malley. * Tel: 01604 715225. * Email: brian@bmosurveying.com |  |
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|  |  |  |
| **A11** | **TENDER AND CONTRACT DOCUMENTS** |  |
|  |  |  |
| 110 | TENDER DRAWINGS |  |
|  | * The tender drawings are: * As noted in the Document Issue sheet. |  |
|  |  |  |
| 120 | CONTRACT DRAWINGS |  |
|  | * The Contract Documents: The same as the tender drawings. |  |
|  |  |  |
|  |  |  |
| **A12** | **THE SITE/EXISTING BUILDINGS** |  |
|  |  |  |
| 110 | THE SITE |  |
|  | * Description: As shown on the tender drawings. |  |
|  |  |  |
| 200 | ACCESS TO THE SITE |  |
|  | * Description: As shown on the tender drawings. * Limitations: N/A. |  |
|  |  |  |
| 210 | PARKING |  |
|  | * Restrictions on parking of the Contractor’s and employees' vehicles: Free parking is available in the Contractor’s compound area which is to be located on the tarmacadam car parking area. Be aware staff parking is limited and cannot be used by the contractor. |  |
|  |  |  |
| 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: * St Giles School. |  |
|  |  |  |
| 240 | HEALTH AND SAFETY HAZARDS |  |
|  | General: The nature and condition of the site/building cannot be fully and certainly ascertained before it is opened up. However the following hazards are or may be present:   * Asbestos * Falls from Height * 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 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: Contact Richard Moon – Welland Procurement Officer by emailing rmoon@melton.gov.uk. No additional costs will be entertained because of failure by the Contractor to visit site |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **A13** | **DESCRIPTION OF THE WORKS** |  |
|  |  |  |
| 120 | THE WORKS |  |
|  | * Description: * Office Transformation Programme (OTP) – Phase 2 * Customer Experience Enhancement Programme + Future Northants (CEEP+FN) * Management of the refurbishment of the Air Handling Unit (AHU), Ductwork and Associated plant. |  |
|  |  |  |
|  |  |  |
| **A20** | **JCT MINOR WORKS BUILDING CONTRACT** |  |
|  |  |  |
| 370 | JCT MINOR WORKS BUILDING CONTRACT |  |
|  | * The Contract: JCT Minor Works Building Contract with Contractor’s Design 2016 * Requirement: Allow for the obligations, liabilities and services described. |  |
|  |  |  |
|  | **THE RECITALS** |  |
|  |  |  |
|  | First |  |
|  | THE WORKS AND THE CONTRACT ADMINSTRATOR |  |
|  | * The work comprises: * Office Transformation Programme (OTP) – Phase 2 * Customer Experience Enhancement Programme + Future Northants (CEEP+FN) * Management of the refurbishment of the Air Handling Unit (AHU), Ductwork and Associated plant * Architect / Contract Administrator: See clause A10/140. |  |
|  |  |  |
|  |  |  |
|  | Second |  |
|  | CONTRACTOR’S DESIGNED PORTION |  |
|  | * The works include the design and construction of: * LED Lighting and electrical small power |  |
|  | Third |  |
|  | CONTRACT DOCUMENTS |  |
|  | * Contract documents: The following have been prepared which show and describe the works to be done: * Drawings – as noted in the Document Issue sheet * Work Schedules; |  |
|  |  |  |
|  | Fourth |  |
|  | PRICED DOCUMENTS |  |
|  | * Documents to be priced or provided by the Contractor: * Work Schedules. |  |
|  |  |  |
|  |  |  |
|  | **THE ARTICLES** |  |
|  |  |  |
|  | 3 |  |
|  | ARCHITECT / CONTRACT ADMINISTRATOR |  |
|  | * Architect / Contract Administrator: See clause A10/140. |  |
|  |  |  |
|  | 4 and 5 |  |
|  | PRINCIPAL DESIGNER / PRINCIPAL CONTRACTOR |  |
|  | * Principal Designer: See clause A10/150. * Principal Contractor: See clause A10/130. |  |
|  |  |  |
|  |  |  |
|  | **CONTRACT PARTICULARS** |  |
|  |  |  |
|  | Fifth Recital and Schedule 2 |  |
|  | BASE DATE |  |
|  | * Base date: 20 February 2020. |  |
|  |  |  |
|  | Fifth Recital and clause 4.2 |  |
|  | CONSTRUCTION INDUSTRY SCHEME (CIS) |  |
|  | * Employer at the base date is a ‘contractor’ for the purposes of the CIS. |  |
|  |  |  |
|  | Fifth Recital |  |
|  | CDM REGULATIONS |  |
|  | * The project is not notifiable. |  |
|  |  |  |
|  | Sixth Recital |  |
|  | FRAMEWORK AGREEMENT |  |
|  | * Framework agreement: Not applicable. |  |
|  |  |  |
|  | Seventh Recital and Schedule 3 |  |
|  | SUPPLEMENTAL PROVISIONS |  |
|  | * Collaborative working: Paragraph 1 applies. * Health and safety: Paragraph 2 applies. * Cost savings and value improvements: Paragraph 3 applies. * Sustainable development and environmental considerations: Paragraph 4 applies. * Performance indicators and monitoring: Paragraph 5 does not apply. * Notification and negotiation of disputes: Paragraph 6 applies. * Where paragraph 6 applies, the respective nominees of the parties are: * Employer’s nominee: Head of Legal Services – East Northamptonshire Council. * Contractor’s nominee: To be advised. * Or such replacement as each party may notify to the other from time to time. |  |
|  |  |  |
|  | Article 7 |  |
|  | ARBITRATION |  |
|  | * Article 7 and schedule 1 does not apply. |  |
|  |  |  |
|  | Clause 2.3 |  |
|  | COMMENCEMENT AND COMPLETION |  |
|  | * Date for Commencement of the Works: 23 March 2020. * Date for Completion: 12 weeks after the start date. |  |
|  |  |  |
|  | Clause 2.9 |  |
|  | LIQUIDATED DAMAGES |  |
|  | * At the rate of £2,500.00 per calendar week pro-rata thereto. |  |
|  |  |  |
|  | Clause 2.11 |  |
|  | RECTIFICATION PERIOD |  |
|  | Period: 12 months from the date of practical completion. |  |
|  |  |  |
|  | Clause 4.3 |  |
|  | INTERIM PAYMENTS - PERCENTAGE OF THE TOTAL VALUE OF THE WORK ETC. |  |
|  | * Percentage: 95%. |  |
|  |  |  |
|  | Clause 4.4 |  |
|  | PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE CONTRACTOR |  |
|  | * Percentage: 95%. |  |
|  |  |  |
|  | Clause 4.8.1 |  |
|  | SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED |  |
|  | * Period: 3 months from the date of practical completion. |  |
|  |  |  |
|  | Clause 4.11 and Schedule 2 |  |
|  | CONTRIBUTION, LEVY AND TAX CHANGES |  |
|  | * Clause 4.11 and schedule 2 will be deleted. |  |
|  |  |  |
|  | Clause 5.3.2 |  |
|  | CONTRACTORS INSURANCE - INJURY TO PERSONS OR PROPERTY |  |
|  | * Insurance cover (for any one occurrence or series of occurrences arising out of one event): £5,000,000. |  |
|  |  |  |
|  | Clauses 5.4A, 5.4B and 5.4C |  |
|  | INSURANCE OF THE WORKS ETC – ALTERNATIVE PROVISIONS |  |
|  | * Clause 5.4B applies. |  |
|  |  |  |
|  | Clauses 5.4A.1, 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. * Nominating body: The Royal Institution of Chartered Surveyors. |  |
|  |  |  |
|  |  |  |
|  | **THE CONDITIONS** |  |
|  |  |  |
|  | SECTION 1: DEFINITIONS AND INTERPRETATION |  |
|  |  |  |
|  | 1.7 |  |
|  | APPLICABLE LAW |  |
|  | The Contract shall be governed by and construed in accordance with the law of England. |  |
|  |  |  |
|  | SECTION 2: CARRYING OUT THE WORKS |  |
|  |  |  |
|  | SECTION 3: CONTROL OF THE WORKS |  |
|  |  |  |
|  | SECTION 4: PAYMENT |  |
|  |  |  |
|  | SECTION 5: INJURY, DAMAGE AND INSURANCE |  |
|  |  |  |
|  | SECTION 6: TERMINATION |  |
|  |  |  |
|  | SECTION 7: SETTLEMENT OF DISPUTES |  |
|  |  |  |
|  | EXECUTION |  |
|  | * The Contract: Will be executed underhand. |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **A30** | **TENDERING/SUBLETTING/SUPPLY** |  |
|  |  |  |
|  | **MAIN CONTRACT TENDERING** |  |
|  |  |  |
| 110 | SCOPE |  |
|  | * General: These conditions are supplementary to those stated in the invitation to tender and on the form of tender. |  |
|  |  |  |
| 145 | TENDERING PROCEDURE |  |
|  | * General: In accordance with the principles of the NBS Guide to Tendering for Construction Projects.   + Errors: Alternative 2 is to apply. |  |
|  |  |  |
| 160 | EXCLUSIONS |  |
|  | * Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered. * Relevant parts of the work: Define those parts, stating reasons for the inability to tender. |  |
|  |  |  |
| 170 | ACCEPTANCE OF TENDER |  |
|  | * Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given. * Costs: No liability is accepted for any cost incurred in the preparation of any tender. |  |
|  |  |  |
|  | **PRICING/ SUBMISSION OF DOCUMENTS** |  |
|  |  |  |
| 210 | PRELIMINARIES IN THE SPECIFICATION |  |
|  | * The Preliminaries/General conditions sections (A10-A56 inclusive) must not be relied on as having been prepared in accordance with SMM7. |  |
|  |  |  |
| 220 | PRICING OF PRELIMINARIES |  |
|  | * Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries those charges must be clearly shown against the items. |  |
|  |  |  |
| 250 | PRICED DOCUMENTS |  |
|  | * Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected. * Measurements: Where not stated, ascertain from the drawings. * Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender. * Submit: with the 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. |  |
|  |  |  |
| 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. |  |
|  |  |  |
| **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. |  |
|  |  |  |
| 145 | CONTRACTOR’S CHOICE |  |
|  | * Meaning: Selection delegated to the Contractor, but liability to remain with the specifier. |  |
|  |  |  |
| 155 | SUBMIT PROPOSALS |  |
|  | * Meaning: Submit information in response to specified requirements. |  |
|  |  |  |
| 160 | TERMS USED IN SPECIFICATION |  |
|  | * Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fastenings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services. * Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for the purpose. * Supply and fix: As above, but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise. * Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer 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 manufacture’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 workmanship 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. |  |
|  |  |  |
|  |  |  |
|  | **DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER** |  |
|  |  |  |
| 440 | DIMENSIONS |  |
|  | * Scaled dimensions: Do not rely on. |  |
|  |  |  |
| 460 | THE SPECIFICATION |  |
|  | * Coordination: All sections must be read in conjunction with Main Contract Preliminaries/General conditions. |  |
|  |  |  |
| 470 | DIVERGENCE FROM THE STATUTORY REQUIREMENTS |  |
|  | * Divergence: Between the drawings or specification and the requirements of the Building Regulations, other Statutes, statutory undertakers and other regulatory authorities. * Action: Inform immediately. |  |
|  |  |  |
|  |  |  |
|  | **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 | MAINTENACE INSTRUCTIONS AND GUARANTEES |  |
|  | * Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before Practical Completion. * Information location: In the Health & Safety File. * Emergency call out services: Provide subcontractors telephone numbers for use after completion. |  |
|  |  |  |
| **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: Submit details before starting work on site and/or policies and receipts for the insurances required by the Conditions of Contract. |  |
|  |  |  |
| 125 | PROFESSIONAL INDEMNITY INSURANCE |  |
|  | * Provide and maintain insurance in respect of Contractor Designed Works: * Level of cover: Relates to claims or a series of claims arising out of one event * Period of insurance for these purposes: One year. * Amount of indemnity required: £1,000,000 * Limit of cover for pollution/contamination claims: None. * Expiry of required period of CDP Professional Indemnity Insurance: 6 years from the date of practical completion of the works. * Documentary evidence: Submit details before starting work on site and/or policies and receipts for the insurances required |  |
|  |  |  |
| 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. |  |
|  |  |  |
|  |  |  |
|  | **PROGRAMME/PROGRESS** |  |
|  |  |  |
| 210 | PROGRAMME |  |
|  | * Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of: * Planning and mobilisation by the Contractor * Subcontractor's work. * Running in, adjustment, commissioning and testing of all engineering services and installations. * Work resulting from instructions issued in regard to the expenditure of provisional sums. * Work by others concurrent with the Contract. * Submit: One copy. |  |
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| 245 | START OF WORK ON SITE |  |
|  | * Notice: Before the proposed date for start of the work on site give minimum notice of 1 week. |  |
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| 250 | MONITORING |  |
|  | * Progress: Record on a copy of the programme kept on site. * Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time. |  |
|  |  |  |
| 260 | SITE MEETINGS |  |
|  | * General: Site meetings will be held to review progress and other matters arising from administration of the Contract. * Frequency: Every 2 weeks. * Location: East Northamptonshire Council, Cedar Drive, Thrapston. * Accommodation: Meeting room within building. * Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required. * Chairperson (who will also take and distribute minutes): Contract Administrator. |  |
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| 290 | NOTIFICATION OF COMPLETION |  |
|  | * Description: 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): one week. |  |
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| 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. |  |
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|  | **CONTROL OF COST** |  |
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| 420 | REMOVAL/REPLACEMENT OF EXISITING WORK |  |
|  | * Extent and location: Agree before commencement. * Carry out in ways that minimize the extent of work. |  |
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| 430 | PROPOSED INSTRUCTIONS |  |
|  | * Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days. |  |
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| 440 | MEASUREMENT |  |
|  | * Covered work: Give notice before covering work required to be measured. |  |
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| 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. |  |
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| 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. |  |
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| **A33** | **QUALITY STANDARDS/CONTROL** |  |
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|  | **STANDARDS OF PRODUCTS AND EXECUTION** |  |
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| 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. |  |
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| 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. |  |
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| 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. |  |
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| 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. |  |
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| 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. |  |
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| 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. |  |
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| 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. |  |
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|  | **SAMPLES/APPROVALS** |  |
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| 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. |  |
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| 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. |  |
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| 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. |  |
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|  | **ACCURACY/SETTING OUT GENERALLY** |  |
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| 320 | SETTING OUT |  |
|  | * General: Submit details of methods and equipment to be used in setting out the Works. * Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding. * Inform: When complete and before commencing construction. |  |
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| 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. |  |
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|  | **SERVICES GENERALLY** |  |
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| 410 | SERVICES REGULATIONS |  |
|  | * New or existing services: Comply with the Bye Laws or Regulations of the relevant Statutory Authority. |  |
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| 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. |  |
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|  | **SUPEVISION/INSPECTION/DEFECTIVE WORK** |  |
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| 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. |  |
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| 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. |  |
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| 610 | PROPOSALS FOR RECTIFICATION OF 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. |  |
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|  | **WORK AT OR AFTER COMPLETION** |  |
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| 710 | WORK BEFORE COMPLETION |  |
|  | * General: Make good all damage consequent upon the work. * 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. |  |
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| 720 | SECURITY AT COMPLETION |  |
|  | * General: Leave the Works secure with, where appropriate, all accesses closed and locked. * Keys: Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt. |  |
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| 730 | MAKING GOOD DEFECTS |  |
|  | * Remedial work: When defect reported, arrange with Brian O’Malley. * Rectification: Give reasonable notice for access to the various parts of the Works. * Completion: Notify when remedial works have been completed. |  |
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| **A34** | **SECURITY/SAFETY/PROTECTION** |  |
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|  | **SECURITY HEALTH AND SAFETY** |  |
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| 120 | EXECUTION HAZARDS |  |
|  | * Common hazards: Not listed. Control by good management and site practice. * Significant hazards: N/A |  |
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| 140 | CONSTRUCTION PHASE HEALTH AND SAFETY PLAN |  |
|  | * Submission: Present to the Employer/client no later than one week before commencement of the work. * Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Plan includes the procedures and arrangements required by the CDM Regulations. * Content: Develop the plan from and draw on the Outline Construction Phase Plan, clause A30/570, and the Preconstruction Information. |  |
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| 150 | SECURITY |  |
|  | * Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft. * Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property. * Special requirements: N/A. |  |
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| 160 | STABILITY |  |
|  | * Responsibility: Maintain the stability and structural integrity of the Works during the Contract. * Design loads: Obtain details, support as necessary and prevent overloading. |  |
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| 170 | OCCUPIED PREMISES |  |
|  | * Extent: Existing buildings will be occupied and/or used during the contract as follows: East Northamptonshire House which accommodates the offices of East Northamptonshire Council. * Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users. * Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the contractor, provided that such overtime is authorized in advance. |  |
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|  | **PROTECT AGAINST THE FOLLOWING** |  |
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| 340 | POLLUTION |  |
|  | * Prevention: Protect the site, the Works and the general environment including streams and waterways against pollution. * Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information. |  |
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| 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. |  |
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| 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. |  |
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| 371 | DANGEROUS OR HAZARDOUS SUBSTANCES |  |
|  | * Duty: Report immediately suspected materials discovered during execution of the works. * Do not disturb. * Agree methods for safe removal or remediation. |  |
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| 380 | FIRE PREVENTION |  |
|  | * Duty: Prevent personal injury, 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"). |  |
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| 390 | SMOKING ON SITE |  |
|  | * Smoking on site: Not permitted. |  |
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| 400 | BURNING ON SITE |  |
|  | Burning on site: Not permitted. |  |
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| 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. |  |
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| 430 | WASTE |  |
|  | * Includes: Rubbish, debris, spoil, containers and surplus material. * Minimize: 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. |  |
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|  | **PROTECT THE FOLLOWING** |  |
|  |  |  |
| 510 | EXISTING SERVICES |  |
|  | * Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations. * Identification: Before starting work, check and mark positions of 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; and * Overhead: use headroom markers. * Damage to services: If any results from execution of the Works: * Immediately give notice and notify appropriate service authority/statutory undertaker * Make arrangements for the work to be made good without delay to the satisfaction of service authority/statutory undertaker or other owner as appropriate. * Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability. * Marker tapes or protective covers: Replace if disturbed during site operations to service authority's/ statutory undertakers recommendations. |  |
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| 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. |  |
|  |  |  |
| 540 | RETAINED TREES/SHRUBS/GRASSED AREAS |  |
|  | * Protection: Preserve and prevent damage, except those not required. * 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. |  |
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| 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. * Special requirements: Tarmac car parking areas. |  |
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| 570 | EXISTING WORK |  |
|  | * Protection: Prevent damage to existing property undergoing alteration or extension. * Removal: Minimum amount necessary. * Replacement work: To match existing. |  |
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| 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. |  |
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| **A35** | **SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING** |  |
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| 170 | WORKING HOURS |  |
|  | * Specific Limitations: N/A * Otherwise working hours are Monday to Friday 8:00am to 6:00pm. There will be a requirement to work evening and weekends in order to carry out the works to the main reception area. |  |
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| **A36** | **FACILITIES/TEMPORARY WORKS/SERVICES** |  |
|  |  |  |
|  | **GENERALLY** |  |
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| 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. |  |
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|  | **ACCOMODATION** |  |
|  |  |  |
| 230 | TEMPORARY ACCOMMODATION |  |
|  | * Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to starting on site. * Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal. |  |
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|  | **TEMPORARY WORKS** |  |
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| 310 | ROADS |  |
|  | * Permanent roads, hard standings and footpaths on the site: The following may be used, subject to clause A34/520: * Details: N/A * Restrictions on use: N/A. * Protective or remedial measures: N/A. |  |
|  |  |  |
|  | **SERVICES AND FACILITIES** |  |
|  |  |  |
| 410 | LIGHTING |  |
|  | * Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation. |  |
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| 420 | LIGHTING AND POWER |  |
|  | * Supply: Electricity from the Employer’s mains may be used for the Works as follows: * Metering: Free of Charge to the Contractor. * Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply. |  |
|  |  |  |
| 430 | WATER |  |
|  | * Supply: The Employer’s mains may be used for the Works as follows: * Metering: Free of Charge to the Contractor. * Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply. |  |
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| 440 | TELEPHONES |  |
|  | * Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone. |  |
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| 520 | USE OF PERMANENT HEATING SYSTEM |  |
|  | * Permanent heating installation: May be used for drying out the Works/services and controlling temperature and humidity levels. * Installation: If used: * Take responsibility for operation, maintenance and remedial work. * Arrange supervision by and indemnification of the appropriate subcontractors. * Pay costs arising. |  |
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| 530 | BENEFICIAL USE OF INSTALLED SYSTEMS |  |
|  | The following permanent systems may be used for the Works: Heating and Electrical. |  |
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| 540 | METER READINGS |  |
|  | * Charges for service supplies: Where to be apportioned ensure that: * Meter readings are taken by relevant authority at possession and/or completion as appropriate. * Copies of readings are supplied to interested parties. |  |
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| **A37** | **OPERATION/MAINTENANCE OF THE FINISHED WORKS** |  |
|  |  |  |
|  | **GENERALLY** |  |
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| 115 | THE HEALTH AND SAFETY FILE |  |
|  | * Purpose: To provide information about the structure or materials used, which might affect the health or safety of anyone if construction works, (including cleaning, maintenance, alterations, refurbishment and demolition) are carried out. * Contractor designed and performance specified work: Obtain or prepare details of construction methods and materials, general maintenance instructions and as-built drawings. * Other information: Obtain or prepare details of utilities and services, materials hazards, access requirements/restrictions and maintenance and decommissioning instructions. * Number of copies: Submit 2 copies to the Employer. * Latest date for submission: One week before the date for completion stated in the contract. |  |
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| **A40** | **CONTRACTOR’S GENERAL COST ITEMS: MANAGEMENT AND STAFF** |  |
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| 110 | MANAGEMENT AND STAFF |  |
|  | * Cost significant items: Full time working Site Foreman, visiting Contracts/Project Manager, Site Operatives/Personnel & Administrative Staff. |  |
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| **A41** | **CONTRACTOR’S GENERAL COST ITEMS: SITE ACCOMMODATION** |  |
|  |  |  |
| 110 | SITE ACCOMMODATION |  |
|  | * Details: Site accommodation required or made/not made available by the Employer: See section A36. * Cost significant items: as required by the contractor. |  |
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| **A42** | **CONTRACTOR’S GENERAL COST ITEMS: SERVICES AND FACILITIES** |  |
|  |  |  |
| 110 | SERVICES AND FACILITIES |  |
|  | * Details of services or facilities required or made/ not made available by the Employer: See section A36. * Cost significant items: as required by the contractor |  |
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| **A43** | **CONTRACTOR’S GENERAL COST ITEMS: MECHANICAL PLANT** |  |
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| 110 | MECHANICAL PLANT |  |
|  | * Cost significant items: All specialist plant and equipment required by the contractor to successfully complete the works. |  |
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| **A44** | **CONTRACTOR’S GENERAL COST ITEMS: TEMPORARY WORKS** |  |
|  |  |  |
| 110 | TEMPORARY WORKS |  |
|  | * Details of temporary works required or made/not made available by the Employer: See section A36: * Cost significant items: as required by the contractor |  |
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| **A54** | **PROVISIONAL WORK/ITEMS** |  |
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| 590 | **CONTINGENCIES** |  |
|  | Provisional sum: Include: The contractor is to insert £10,000 (Ten Thousand Pounds) in the cash column. | 10,000 |
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| **Financial Summary** | **£** |
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| A10 PROJECT PARTICULARS |  |
| A11 TENDER AND CONTRACT DOCUMENTS |  |
| A12 THE SITE/ EXISTING BUILDINGS |  |
| A13 DESCRIPTION OF THE WORK |  |
| A20 JCT MINOR WORKS BUILDING CONTRACT 2011 |  |
| A30 TENDERING/ SUBLETTING/ SUPPLY |  |
| A31 PROVISION, CONTENT AND USE OF DOCUMENTS |  |
| A32 MANAGEMENT OF THE WORKS |  |
| A33 QUALITY STANDARDS/ CONTROL |  |
| A34 SECURITY/ SAFETY/ PROTECTION |  |
| A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING |  |
| A36 FACILITIES/ TEMPORARY WORK/ SERVICES |  |
| A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS |  |
| A40 CONTRACTOR’S GENERAL COST ITEMS: MANAGEMENT AND STAFF |  |
| A41 CONTRACTOR’S GENERAL COST ITEMS: SITE ACCOMMODATION |  |
| A42 CONTRACTOR’S GENERAL COST ITEMS: SERVICES AND FACILITIES |  |
| A43 CONTRACTOR’S GENERAL COST ITEMS: MECHANICAL PLANT |  |
| A44 CONTRACTOR’S GENERAL COST ITEMS: TEMPORARY WORKS |  |
| A54 PROVISIONAL WORK/ ITEMS | 10,000.00 |
|  |  |
| **TOTAL c/fwd TO RESPOSNE DOCUMENT FOUR (TENDER RESPONSE) £** |  |

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_