



P1618 Carlton Road Solar Scheme

Employer's Requirements

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INTRODUCTION

GENERALLY

The Employer, Ashford Borough Council requires the design and installation of the PV Panels to the Carlton Road Industrial Park, Carlton Road, Ashford, Kent, TN23 1DP.

These together with all the documents and all other supplementary documents and information referred to therein set out the Employer's Requirements.

The Documents comprising the Employer's Requirements are to be read in conjunction with one another.

DESIGN AND CONSTRUCTION WORKS

The Contractor will be responsible for the complete design and construction of the Works, including all temporary works. The Contractor's Design shall fully comply with the Employer's Requirements and all Statutory Requirements and/or Regulations including, but not confined to, requirements concerning Health and Safety, Planning, Life Safety and Building Control. The Contractor shall execute the Design and Construction Works in accordance with the Employer's Requirements.

The Contractor will be responsible for completing the Works fully in accordance with the Planning Approval. The Contractor is to submit full Building Regulation documentation and will be responsible for carrying out the Works in accordance with the Building Regulations. Unless otherwise stated in the Employer's Requirements, the Contractor will liaise with all parties referred to under the property matters and obtain any necessary further statutory consents and the like, including but not limited to Highway, scaffold and skip licences, crane over-sailing licenses, permissions from adjoining owners, Thames Water approval and all other permissions necessary to complete the Works.

The Contractor's Proposals shall comply with all of the Requirements stated in the Employer's Requirements documents and the Contractor is deemed to have included in his Tender Price for the same.

The Contractor's attention is drawn to the provisions in the Conditions of Tender relating to 'Alternative Tenders'. Should the Contractor wish to put forward alternative proposals or specifications, these must be set out as alternative options to the requirements contained within this document. Refer to the Conditions to Tender.

Where anomalies exist between the Employer's Requirements and Contractor's Proposals, the Employer's Requirements shall take precedence over the Contractor's Proposals except for any Contractor's qualifications and/or any value engineering savings contained therein and expressly accepted by the Employer prior to formation of Contract. The Preliminaries and any Amendments to the Conditions of Contract form part of the Employer's Requirements, set out how such anomalies are to be dealt with under this contract.

The Contractor will be responsible for examining all of the information contained within this document, including drawings and all the other documents and information referred to within, to ensure that any other information stated strictly complies with the design requirement stated in Part 7 of this document entitled 'Contractor's Obligations'. In submitting his Contractor's Proposals, the Contractor shall be deemed to have satisfied himself as to the suitability of the information supplied and shall accept total responsibility for its use. The Contractor shall not be entitled to claim any additional payment or extension of the Date or Dates for Completion by reason of any

DESIGN AND WORKMANSHIP STANDARDS

misunderstanding or misinterpretation of any of the Requirements contained in the Employer's Requirements

The standards as noted hereinafter within the Employer's Requirements present the minimum standards required for the project and the Designs and all Products and workmanship shall either comply with or exceed the standards set out. The Contractor shall be required to satisfy the Employer that his Design complies with such standards.

CONDITIONS AFFECTING THE WORKS

The Contractor is to visit the Site before submitting his Tender to ascertain for himself all conditions on and near the Site which affects the execution of the works. Claims for want of knowledge in this respect will not be entertained. All visits should be arranged with Daniel Stone of Ashford Borough Council.

The Contractor shall be responsible for the interpretation of the information about the Site, including but not limited to the ground conditions and existing structure contained within the Employer's Requirements. Furthermore, the Contractor shall obtain all further necessary information and conduct all further necessary investigations required, including carrying out additional geotechnical investigations, for the purpose of carrying out the Works at no additional cost to the Employer.

CLIENT SPECIFIC DESIGN AMENDMENTS

No Client Specific Design Amendments have/ are being made at present.

PART 1.0 PROJECT PARTICULARS

1.1 THE PROJECT

Project Title	Carlton Road Solar Scheme
Nature	Design and Installation of PV panel system to roofs of existing industrial units.
Address	Carlton Road Industrial Park, Carlton Road, Ashford, Kent, TN23 1DP

1.2 THE EMPLOYER

1.2.1 Employer:	Ashford Borough Council Civic Centre, Tannery Lane, Ashford, TN23 1PL Giles Holloway Email: Giles.Holloway@ashford.gov.uk
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1.3 THE EMPLOYER'S CONSULTANTS

Person empowered by the Contract to act on behalf of the Employer

Employer's Agent:	Costplan Services (South East) Limited Unit 15, The Oak Trees Business Park, Ashford, Kent, TN24 0SY
Principal Designer:	To be provided by Principal Contractor.
Architects:	To be provided by Principal Contractor.
Structural Engineer:	CTP Consulting Engineers
Building Services Engineer:	Hawden-MEP Limited.
Planning Consultant:	To be provided by Principal Contractor.
Building Control:	To be provided by Principal Contractor.
Party Wall Surveyor:	To be provided by Principal Contractor (as required)
Clerk of Works:	The Employer may employ or engage a Clerk of Works.

1.4 NOVATION AGREEMENTS

1.5.1	All designers currently Employed by the Employer and noted above will not be novated to the Contractor.
1.5.2	The Contractor shall not seek to limit or curtail in any way the services listed to be performed by the 'novated' consultants, nor employ other consultants in their place to perform all, or part, of the services listed without written consent from the Employer and / or it's representatives.
1.5.3	The Contractor shall not seek to limit or curtail in any way the services listed to be performed by the 'novated' consultants, nor employ other consultants in their place to perform all, or part, of the services listed without written consent from the Employer and / or it's representatives.
1.5.4	The Consultant exercising the reasonable skill, care and diligence of the Deed of Novation shall undertake the services set out below ("the Post Novation Services") on behalf of the Contractor (and in collaboration) for the benefit of the Employer. The Contractor shall permit the Consultant to properly carry out the Post Novation Services. The terms "Employer", "Consultant", "Contractor", "Other Consultants" and "Services" shall have the meanings assigned in the Appointment 1. Provide the Employer with a copy of each report prepared in the performance of the

Services and issued to the Contractor on design and quality matters including those prepared to document the findings of the Consultant's inspections of the works regarding progress on and off site;

2. Provide the Employer with a copy of each monthly conformity statement the Consultant is required to provide to the Contractor in the performance of the Services;
3. Copy to the Employer any relevant documents and comments arising from the Consultant's review of design document submissions, Contractor's submittals and Contractor's Proposals. In particular, provide the Employer with a copy of the Consultant's reports prepared in the performance of the Services and issued to the Contractor where a design document submission or Contractor's submittal or Contractor's proposal has been returned with 'Status C';
4. Copy to the Employer once monthly an up to date tracking schedule identifying all Contractor's Submittals (issue to the design team for approval as Contractors Proposals), nature of comments made against each, current status and mitigation for any design delays.
5. Attend the regular progress review meetings with the Contractor and the Other Consultants and the Employer; accompany the Contractor and participate in meetings with the Employer to address design and/or quality and/or defective work matters;
6. Provide to the Employer a copy of any advice provided in the performance of the Services to the Contractor as to the suitability of each section of the project for practical completion;
7. Generally inspect the works prior to practical completion of each section of the works and provide a copy to the Employer of the Consultant's report provided to the Contractor in the performance of the Services prior to practical completion on the Consultant's findings on defects, snagging and outstanding works;
8. Provide a copy to the Employer of any report to the Contractor prepared in the performance of the Services on the cause of and rectification of defects;
9. Generally inspect the works at the end of each defects liability period for defects and provide a copy to the Employer of the Consultant's report provided to the Contractor in the performance of the Services on the Consultant's findings of such inspections;
10. Provide to the Employer a copy of any advice provided to the Contractor in the performance of the Services as to the suitability of each section of the project for the completion of making good defects.

1.5 BUILDING REGULATION FEES

- 1.6.1 The Contractor is responsible for paying all building regulation fees and will be deemed to have included such costs in their tender.

1.6 PLANNING STATUS

- 1.7.1 Works are to be undertaken in compliance with Permitted Development Rights.

The total height of the PV panels plus fixing rails is to comply with the PDR.

PART 2.0 THE SITE AND EXISTING BUILDINGS

THE SITE AND EXISTING BUILDINGS

2.1 THE SITE

- 2.1.1 The curtilage of the site is as identified on the Architecture drawings.
- 2.1.2 The term site used throughout the Employer's Requirements means the indicative area outlined on the aforementioned drawing.
- 2.1.3 When carrying out the Works, the Contractor shall not impede on the rightful use or disrupt the day-to-day operations taking place on the land and within the buildings that surround the Site; taking all necessary precautions and ensuring that the use of surrounding land and buildings remain unaffected by the Works. The Contractor is to obtain all necessary Party Wall Agreements that may be required when undertaking the Works. No adjustment shall be made to either the Contract Sum or the Date for Completion in respect of works or delays caused or required, as a result of the contractor committing a trespass or a nuisance.
- 2.1.4 The Contractor is to make good at his own expense, any damage caused to adjacent properties during the execution of the Works.

2.2 ADJACENT SITE

- 2.2.1 The Contractor is to assess and include within their tender sufficient noisy work stoppages that may occur during the course of the works. All work activities are to bear in mind the sensitive nature of the adjacent properties.
- 2.2.2 The Contractor is to familiarise themselves with the local authority restrictions on working hours and will not be entitled to claim for any additional costs for a lack of knowledge.

2.3 SERVICES

- 2.3.1 The Contractor shall provide both temporary and permanent services to the Site.
- 2.3.2 The Contractor shall be responsible for making his own enquiries of the statutory undertakers, where not already obtained by the Employer, and other service providers and check and ascertain the exact nature, extent, depth, size, positions and condition of all existing mains and services in the vicinity of, or in the area of, the Works. Particular attention shall be paid to the incoming and existing services within the existing buildings forming the Site.
- 2.3.3 The Contractor shall liaise with all utility service providers encountered and obtain all relevant and required consents. No claims will be accepted due to lack of knowledge in this respect and all liaisons and obtaining consent is deemed included within the Contract Sum.
- 2.3.4 Notwithstanding this information, the Contractor shall be responsible for making his own enquiries of the statutory undertakers and check and ascertain the exact nature, extent, depth, size, positions and condition of all existing mains, services and the like in the vicinity of, or in the area influenced by the Works.

2.5 SITE AND GROUND INVESTIGATIONS

- 2.5.1 Certain surveys have been carried out in advance of this Contract on behalf of the Employer in connection with the Site. Copies of the reports arising from these surveys and investigations are included in the supplementary documents to the Employer's Requirements.
- 2.5.2 The Employer does not warrant the accuracy of the information contained in any of the reports included in the Employer's Requirements in connection with existing Site conditions, nor any reports relating to ground investigation carried out in connection with the Site. The Contractor shall be responsible for the interpretation of the information contained in the reports and obtain

- all further necessary Site and ground investigations required, including carrying out additional geotechnical investigations, for the purpose of carrying out the Works.
- 2.5.3 All costs in connection with undertaking further Site and ground investigations for foundation works below the formation level, including intrusive investigations, deemed necessary by the Contractor shall be borne by the Contractor.
- 2.5.4 The Contractor shall obtain the permission of the Employer's Agent before visiting Site to undertake further Site and/or ground investigations.

2.6 EXISTING TREES AND PROTECTED TREES

- 2.6.1 The contractor will include for protection to all retained trees within the vicinity of the works.

2.7 ASBESTOS CONTAINING MATERIALS

- 2.7.1 It is understood that the existing roofs to the units do not contain asbestos Notwithstanding this, the Contractor is to procure all necessary asbestos surveys to facilitate the undertaking the undertaking of the works.

2.8 CONDITIONS AFFECTING THE WORKS

- 2.8.1 The Contractor shall be, in relation to the Site, deemed to have satisfied himself as to all conditions affecting the Site and the Works that will affect the way in which he executes the design and construction works, including but not restricted to:
- (1) These Preliminaries and General Conditions;
 - (2) The existing roads and other means of communication with or access to it, including:
 - a. Load limitations;
 - b. Traffic conditions;
 - c. Availability of parking; and
 - d. Unloading restrictions.
 - e. Annual and seasonal cyclical working restrictions
 - (3) The means of access to the Site, including any restrictions and limitations associated with access;
 - (4) Its contours and boundaries;
 - (5) The risk of damage by reason of any work to any property adjacent to the Works and injury to occupiers of that property and any third party;
 - (6) The position and extent of drainage, water, gas, electricity and other mains or power services on and under the Site and outside the Site boundaries;
 - (7) The nature of the ground and sub-soil;
 - (8) The conditions under which the Works will have to be carried out, including precautions to prevent nuisance and pollution;
 - (9) Any conditions and/or constraints imposed by Statutory Authorities and the local planning authority;
 - (10) The supply of and conditions affecting labour or plant necessary to carry out the Contractor's Design and/or the Works;

- 2.8.2
- (11) The availability of any Products, whether or not for incorporation;
 - (12) The Code of Construction Practice and other conditions imposed from time to time by the Employer's Landlord; and;
 - (13) Any other matters or information affecting or likely to affect the carrying out of the Contractor's Design and/or the Works and/or the Contract Sum.
- The Contractor shall not be entitled to claim any additional payment or extension of the Date or Dates for Completion by reason of any misunderstanding or misinterpretation of any matters listed in this Condition. Any claim by the Contractor made on the grounds of lack of knowledge of any conditions affecting the Works will be rejected by the Employer.

2.9 SCHEDULES OF CONDITIONS

- 2.9.1 Prior to the commencement and also at completion of any Works, the Contractor shall undertake detailed condition surveys and agree the condition of all adjacent properties, structures, fences, gates, walls, highways, footpaths or other paved areas and drainage/sewers on or adjacent to the Site not already covered by the Party Wall Surveyor. The Contractor shall produce all necessary 'Schedule of Condition Reports'.
- 2.9.2 The content and scope of the 'Schedule of Condition Reports', shall be agreed with the Employer's Agent and any party wall surveyor (as required), but should be comprehensive and cover the condition of all retained elements of the Site and adjacent buildings, etc. as described with Condition 2.9.1 above, using labelled photographs, schedules and drawings indexed with date and location.
- 2.9.3 The 'Schedule of Condition Report', incorporating labelled photographic records, is to be signed by all parties, including the occupiers of the adjacent buildings, concerned with each property and a copy, signed by each relevant party, shall be retained by each party. The Contract Sum shall be deemed to include all costs incurred by the Contractor in producing and agreeing all Schedule of Condition Reports.
- 2.9.4 The Contractor shall submit 3 copies of all Schedule of Condition reports to the Employer's Agent.
- 2.9.5 The Contractor shall be deemed to have allowed for all costs in connection with:
- (1) Preparing all required Schedules of Conditions before the Works are commenced
 - (2) Comparing and agreeing the Schedule of Conditions on Practical Completion; and
 - (3) Amending or amplifying Schedules of Condition as the Contractor believes necessary during the progress of the Works.
- 2.9.6 Where the Contractor is of the opinion that existing buildings, roads, footpaths, services and landscape features are in such condition that the execution of a particular part of the Works cannot be carried out without causing damage, the Contractor shall notify the Employer's Agent, in writing, before commencing work on that part of the Works. Should the Employer's Agent agree with the Contractor's opinion, the Employer's Agent will issue instructions accordingly. Any areas identified by the Contractor are to be included in their tender for the protection and / or making good.
- 2.9.7 In all other cases the Contractor shall be held responsible for reinstating any works disturbed to their condition as described in the Schedule of Condition to the satisfaction of the Employer's Agent, adjoining owners and the appropriate Authorities and shall indemnify the Employer in respect of any liability from any reinstatement works which may be necessary. Should the Contractor not make good the damage, the Employer reserves the right to arrange for such remedial work to be completed by others, and the cost of such remedial work shall be recovered from the Contractor through the Contract or by other means necessary.

2.10 ACCESS TO THE SITE

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| 2.10.1 | The Contractor shall be responsible for ascertaining the points of access to and egress from the Site. |
| 2.10.2 | <p>The Contractor shall:</p> <ul style="list-style-type: none"> (1) Comply with the requirements of any Planning Condition/ Informative regarding access restrictions affecting the Site; (2) Comply with the requirements of the Local Authority, the Police and Highway Owners; as well as the Employer's Landlord; (3) Properly control the passage of vehicles to and from the Site; (4) Maintain a 24/7 security system on all access gates leading to the Site, including the operation of a security pass system for all operatives, which shall be maintained during all working hours; all records from the system should be made available to the Employer's Agent upon request; (5) Not display or permit any advertisements without the consent of the Employer, in writing; (6) Provide adequate signs for the Site to safely direct delivery, access, and the like; and (7) Take, at all times, such measures as are necessary to ensure the safety of all pavement and road users. |
| 2.10.3 | The Contractor shall ensure that vehicular and pedestrian traffic over existing access ways is not impeded. |
| 2.10.4 | The Contractor shall be responsible for obtaining all necessary notices and licences, paying all fees and for obtaining any relaxation they require for any restrictions governing loading and unloading of vehicles, including road closures where applicable, in the vicinity of the Site and shall pay any costs and charges in connection therewith. All associated costs are to be included in the Contractor's tender submission. |
| 2.10.5 | The Employer will not impose any obligation or restriction in respect of access to the Site other than those imposed by the Development Control Requirements, the Local Authority, the Police and Highway Owners. |

2.11 PARKING

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| 2.11.1 | The Contractor shall ascertain any restrictions for access to the Site and plan appropriately for this during the Works. The Contractor shall bear all costs in connection with car parking of Contractor's and employees' vehicles, including those belonging to sub-Consultants, work package contractors/subcontractors and suppliers. |
| 2.11.2 | The Contractor shall ensure that no employees/sub-consultants or work package contractors/subcontractors' and suppliers' vehicles shall be parked on surrounding roads or access roads in such a manner to cause inconvenience to local residents or the public at large. |
| 2.11.3 | It is important to note that the site is located in a busy residential and retail area and parking restrictions will be prominent. Contractors are to assess any restrictions and include all requirements within their tender. |

2.12 USE OF THE SITE

- 2.12.1 The Contractor shall:
- (1) Not use the Site for any purpose other than carrying out the Works;
 - (2) Comply with all limitations and restrictions imposed by Local Authority;
 - (3) Pre-plan and arrange the delivery of products so as not to cause unnecessary inconvenience to adjoining owners and the public, co-ordinating with the Local Authority and/or the Police as necessary. Contractors are to provide details of their methodology for the delivery of materials as part of their tender;
 - (4) Comply with all limitations and restrictions specifically imposed by the Employer and the Employer's Landlord relating to the use of the Site; and
- 2.12.2 The Contractor shall not display or permit advertisements to be displayed on Site without the consent of the Employer, in writing.

2.13 WORKING AREA

- 2.13.1 Work in footpaths and roadways adjacent to, but beyond the Site boundary is to be undertaken by agreement with the owner, the owner's representative, the Employer's representatives, of the Local Authority and/or the Police as applicable. The Contractor shall obtain all necessary consents and erect, maintain and remove on completion any necessary additional fences, hoardings and gantries or extensions of existing fences, hoardings and gantries. The Contract Sum shall be deemed to include all costs incurred by the Contractor in obtaining all consents and for the provision of additional fences, hoardings and gantries and/or altering, adapting and extending of existing fences, hoardings and gantries to enable completion of the Works.

2.14 OVERSAILING

- 2.14.1 Any proposals for oversailing adjoining properties shall be subject to specific agreements/licenses which are subject to approval.
- 2.14.2 Permanent oversailing licences are required with highways for any canopies which the contractor is responsible for obtaining.
- 2.14.3 Any temporary oversailing rights are the responsibility of the Contractor. This is especially prevalent where materials are being delivered by the crane outside of the site boundary. Some scaffolding may impose on adjoining properties so if materials are to be craned in place the relevant approvals are required to be in place.

2.15 HEALTH AND SAFETY HAZARDS

- 2.15.1 The nature and condition of the Site/building and existing/surrounding buildings cannot be fully and certainly ascertained prior to the commencement of the Works.
- 2.15.2 The Contractor shall draw to the attention of all personnel working on the site the nature of any possible hazards and the need to take appropriate precautionary measures.

2.18 PARTY WALL AWARDS

- 2.18.1 It will be the contractor's responsibility to obtain any necessary Party Wall Awards / Agreements

PART 3.0 DESCRIPTION OF THE WORKS

3.1 THE WORKS

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| 3.1.1 | The works comprise the Design and installation of the PV panelling system to the roofs of the existing buildings.. |
| 3.1.2 | Limitations and constraints under which the Works are to be executed are set out in Part 13 (Specific Limitations on Method/ Sequence and Timing) of these Preliminaries and General Conditions. |
| 3.1.3 | <p>Before the commencement of Works on Site, the Contractor shall</p> <ul style="list-style-type: none">(1) Arrange and conduct all necessary condition surveys, including the condition of any party walls. Refer to clause 2.11 of these Preliminaries; and(2) Accept full responsibility for all works (i.e. statutory utilities, substation and temporary works remaining from the demolition contractor) designed and installed by others on behalf of the Employer (if applicable). |

3.2 PREPARATORY WORK BY OTHERS

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| 3.2.1 | <p>The following preparatory works are being completed under separate Contracts:</p> <ul style="list-style-type: none">(1) None. |
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PART 4.0 CONDITIONS OF CONTRACT

4.1 CONDITIONS OF CONTRACT

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| 4.1.1 | The Articles of Agreement and Conditions of Contract will be the JCT 2016 Design & Build Contract (DB), published for the Joint Contracts Tribunal Limited by Sweet and Maxwell, 100 Avenue Road, London, NW3 3PF and the amendments and / or additions to the printed Conditions of Contract as advised. |
| 4.1.2 | The Contract Sum shall be deemed to include all costs incurred by the Contractor in complying with the provisions within the Articles of Agreement, the Contract Particulars, the Conditions of Contract, and the JCT 2016 Design and Build Contract and any Employers amendments. |
| 4.1.3 | As part of the tender submission Contractors are to confirm acceptance of the contract terms and conditions. Should no clarifications be included with their tender return it will be deemed that the Contractor accepts all the Contract Conditions. |
| 4.1.4 | The Contract will be executed as a deed. |

4.2 CONTRACT PARTICULARS

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| 4.2.1 Fourth Recital and Clause 4.5 | CONSTRUCTION INDUSTRY SCHEME (CIS)
Employer at the base date is not a contractor for the purposes of the CIS. | | | | | | | | | | | | | | | | | | |
| 4.2.2 Fifth Recital | DESCRIPTION OF SECTIONS
Sections: Not Applicable. | | | | | | | | | | | | | | | | | | |
| 4.2.3 Sixth Recital | FRAMEWORK AGREEMENT
Not applicable | | | | | | | | | | | | | | | | | | |
| 4.2.4 Seventh Recital and Part 1 of Schedule 2 | SUPPLEMENTAL PROVISIONS – PART 1
<table border="0" style="margin-left: 20px;"> <tr> <td>Named subcontractors:</td> <td>Paragraph 2 [does not apply]</td> </tr> <tr> <td>Valuation of changes:</td> <td>Paragraph 4 [does not apply]</td> </tr> <tr> <td>Loss and expense:</td> <td>Paragraph 5 [does not apply]</td> </tr> </table> | Named subcontractors: | Paragraph 2 [does not apply] | Valuation of changes: | Paragraph 4 [does not apply] | Loss and expense: | Paragraph 5 [does not apply] | | | | | | | | | | | | |
| Named subcontractors: | Paragraph 2 [does not apply] | | | | | | | | | | | | | | | | | | |
| Valuation of changes: | Paragraph 4 [does not apply] | | | | | | | | | | | | | | | | | | |
| Loss and expense: | Paragraph 5 [does not apply] | | | | | | | | | | | | | | | | | | |
| 4.2.4 Seventh Recital and Part 2 of Schedule 2 | SUPPLEMENTAL PROVISIONS – PART 2
<table border="0" style="margin-left: 20px;"> <tr> <td>Acceleration quotation:</td> <td>Paragraph 6 [Applies]</td> </tr> <tr> <td>Collaborative working:</td> <td>Paragraph 7 [Applies]</td> </tr> <tr> <td>Health and safety:</td> <td>Paragraph 8 [Applies]</td> </tr> <tr> <td>Cost savings and value improvements:</td> <td>Paragraph 9 [Applies]</td> </tr> <tr> <td>Sustainable developments and environmental considerations:</td> <td>Paragraph 10 [Applies]</td> </tr> <tr> <td>Performance indicators and monitoring:</td> <td>Paragraph 11 [Applies]</td> </tr> <tr> <td>Notification and negotiation of disputes:</td> <td>Paragraph 12 [Applies]</td> </tr> </table> <p>Where paragraph 12 applies, the respective nominees of the parties are:</p> <table border="0" style="margin-left: 20px;"> <tr> <td>Employer's nominee:</td> <td>Giles Holloway</td> </tr> <tr> <td>Contractor's nominee:</td> <td>tbc</td> </tr> </table> <p>Or such replacement as each party may notify to the other from time to time.</p> | Acceleration quotation: | Paragraph 6 [Applies] | Collaborative working: | Paragraph 7 [Applies] | Health and safety: | Paragraph 8 [Applies] | Cost savings and value improvements: | Paragraph 9 [Applies] | Sustainable developments and environmental considerations: | Paragraph 10 [Applies] | Performance indicators and monitoring: | Paragraph 11 [Applies] | Notification and negotiation of disputes: | Paragraph 12 [Applies] | Employer's nominee: | Giles Holloway | Contractor's nominee: | tbc |
| Acceleration quotation: | Paragraph 6 [Applies] | | | | | | | | | | | | | | | | | | |
| Collaborative working: | Paragraph 7 [Applies] | | | | | | | | | | | | | | | | | | |
| Health and safety: | Paragraph 8 [Applies] | | | | | | | | | | | | | | | | | | |
| Cost savings and value improvements: | Paragraph 9 [Applies] | | | | | | | | | | | | | | | | | | |
| Sustainable developments and environmental considerations: | Paragraph 10 [Applies] | | | | | | | | | | | | | | | | | | |
| Performance indicators and monitoring: | Paragraph 11 [Applies] | | | | | | | | | | | | | | | | | | |
| Notification and negotiation of disputes: | Paragraph 12 [Applies] | | | | | | | | | | | | | | | | | | |
| Employer's nominee: | Giles Holloway | | | | | | | | | | | | | | | | | | |
| Contractor's nominee: | tbc | | | | | | | | | | | | | | | | | | |

4.2.5 Article 4	<p>EMPLOYER'S REQUIREMENTS, CONTRACTORS PROPOSALS, CONTRACT SUM ANALYSIS</p> <p>Employers Requirements: Refer to Index of Documents Comprising Tender Documents.</p> <p>Contractor's Proposals: to be submitted and reviewed.</p> <p>Contract Sum Analysis: included within.</p>
4.2.6 Article 8	<p>ARBITRATION</p> <p>Article 8 and clauses 9.3 to 9.8 (arbitration) [Applies]</p>
4.2.7 Clause 1.1	<p>BASE DATE</p> <p>10 days prior to tender return date.</p>
4.2.8 Clause 1.1	<p>CDM PLANNING PERIOD</p> <p>Shall mean the period of two weeks ending on the Date for Possession.</p>
4.2.9 Clause 1.1	<p>DATE FOR COMPLETION OF THE WORKS</p> <p>[TBC – By Contractor]</p> <p><i>[Date to be confirmed within tender submission]</i></p>
4.2.10 Clause 1.7	<p>ADDRESSES FOR SERVICE OF NOTICES</p> <p>Employer: [As Employer Address]</p> <p>Contractor: [Appointed Contractor's Address]</p>
4.2.11 Clause 2.3	<p>DATE OF POSSESSION OF THE SITE</p> <p>[TBC – By Contractor]</p>
4.2.12 Clause 2.4	<p>DEFERMENT OF POSSESSION OF THE SITE</p> <p>Clause 2.4 [applies]</p>
4.2.13 Clause 2.17.3	<p>LIMIT OF CONTRACTOR'S LIABILITY FOR LOSS OF USE, ETC.</p> <p>Limit of Contractor's liability for loss of use is not limited</p>
4.2.14 Clause 2.29.2	<p>LIQUIDATED DAMAGES</p> <p>At the rate of £tbc per week or part thereof</p>
4.2.15 Clause 2.35	<p>RECTIFICATION PERIOD</p> <p>12 months from the date of practical completion of the works / section.</p>
4.2.16 Clause 4.6	<p>ADVANCE PAYMENT AND ADVANCE PAYMENT BOND</p> <p>Clause 4.6 does not apply.</p>
4.2.17 Clause 4.7	<p>METHOD OF PAYMENT – ALTERNATIVE B</p> <p>Periodically in accordance with Alternative B (Clause 4.14)</p> <p>Applications due on a monthly basis commencing one month after commencement of the works.</p>
4.2.18 Clause 4.15.4	<p>LISTED ITEMS – UNIQUELY IDENTIFIED</p> <p>Clause 4.15.4 does not apply</p>
4.2.19 Clause 4.15.5	<p>LISTED ITEMS – NOT UNIQUELY IDENTIFIED</p> <p>Clause 4.15.5 does not apply</p>
4.2.20 Clause 4.17	<p>CONTRACTOR'S RETENTION BOND</p> <p>Clause 4.17 does not apply</p>
4.2.21 Clause 4.18.1	<p>RETENTION PERCENTAGE</p>

	Five per cent
4.2.22 Clause 4.19 and Schedule 7	FLUCTUATIONS OPTIONS does not apply
4.2.24 Clause 6.4.1.2	CONTRACTOR'S INSURANCE – INJURY TO PERSONS OR PROPERTY Insurance cover (for any one occurrence or series of occurrences arising out of one event): £10,000,000
4.2.25 Clause 6.5.1	INSURANCE – LIABILITY OF EMPLOYER Is required.
4.2.26 Clause 6.7 and Schedule 3	INSURANCE OF THE WORKS – INSURANCE OPTIONS Insurance Option C applies.
4.2.27 Clause 6.10 and Schedule 3	TERRORISM COVER Not applicable.
4.2.28 Clause 6.12	PROFESSIONAL INDEMNITY INSURANCE Level of cover: £10,000,000 Relates to claims or series of claims arising out of one event Cover for pollution and contamination claims: [required / not required] Expiry of required period of Professional Indemnity Insurance: 12 Years.
4.2.29 Clause 6.14	JOINT FIRE CODE Applies.
4.2.30 Clause 6.17	JOINT FIRE CODE – AMENDMENTS AND REVISIONS Applies
4.2.31 Clause 7.2	ASSIGNMENT / GRANT BY EMPLOYER OF RIGHTS UNDER CLAUSE 7.2 To be confirmed
4.2.32 Clause 8.9.2	PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR) Two months
4.2.33 Clause 8.11.1.1 to 8.11.1.6	PERIOD OF SUSPENSION (TERMINATION BY EITHER PARTY) Two months

PART 5.0 PROVISION, CONTENT AND USE OF DOCUMENTS

5.1 DOCUMENTS COMPRISING THE EMPLOYER'S REQUIREMENTS

- 5.1.1 The documents that comprise the Employer's Requirements are those listed in the 'Index of Documents comprising the Tender Documents', as amended by any tender addendum, together with the documents, annexes and appendices referred to therein. Documents include the Conditions of Contract, including the Articles of Agreement and Contract Particulars to, any Supplementary Conditions to and any Amendments to the Conditions of Contract.
- 5.1.2 On execution of the Contract, the Invitation Documents shall be superseded by a 'Schedule of Documents comprising the Contract Documents', which shall incorporate both the aligned Employer's Requirements and Contractor's Proposals agreed between the Employer and the Contractor.
- 5.1.3 None of the documents herein before mentioned shall be used for any purpose other than this Contract.
- 5.1.4 No modifications to the printed text shall override or otherwise modify the printed conditions herein or any other document forming part of the Employer's Requirements.

5.2 PRELIMINARIES AND GENERAL CONDITIONS

- 5.2.1 These Preliminaries and General Conditions shall be read in conjunction with all other documents that comprise the Employer's Requirements.

5.3 DRAWINGS, SCHEDULES AND REPORTS

- 5.3.1 Drawings that form part of the Employer's Requirements are listed in the 'Tender Drawings,' to the Employer's Requirements, contained in the Employer's Requirements.

5.4 COPIES OF CONTRACT DOCUMENTS

- 5.4.1 The Contractor shall keep one copy of the Employer's Requirements, any Contractor's Design Proposals and any Design Documents and/or all Production Information on the Site and the Employer's Agent or his representatives shall at all reasonable times have access to these documents.
- 5.4.2 The Employer's Requirements, any Contractor's Design Proposals and any Design Documents and/or Production Information shall remain the property of the Employer and shall not, without the consent of the Employer, be used or copied except to such extent as may be strictly necessary for the performance of the Contract.

5.5 DEFINITIONS

- 5.5.1 Definitions means terms, derived terms and synonyms used in the preliminaries/ general conditions and throughout the Employer's Requirements are as stated therein or in the appropriate British Standard or British Standard glossary.

5.6 TERMS USED IN THE EMPLOYER'S REQUIREMENTS

- 5.6.1 Unless otherwise stated, terms, derived terms and synonyms used in the Employer's Requirements, are as stated therein or in the appropriate British Standard or British Standard glossary.

- (1) 'Acceptance', 'Accept', 'Approval' and 'Approve'. Use of these terms by the Employer, the Employer's Agent or any other representative of the Employer shall not relieve the Contractor from any of his obligations or liabilities under the Contract.
- (2) 'British Standard or the letters BS' means the British Standard Specification current at the Base Date (refer to Contract Particulars).
- (3) 'Building Regulations' means any regulation controlling the design and construction of buildings and services, fittings and equipment associated with them made under the Building Act 1984 (for Works carried out in England and Wales).
- (4) 'CDM Regulations' means the Construction (Design and Management) Regulations 2007 or any remaking thereof or any amendment to a regulation therein.
- (5) 'Communication' includes: advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements. Communication is to be in writing to the Employer's Agent unless specified otherwise. The Contractor is not to proceed until response has been received.
- (6) 'Contractor's choice' means that selection delegated to the Contractor, but liability to remain with the specifier.
- (7) 'Contractor's Design' means the design of the Works for which the Contractor is responsible which is to correspond with specified requirements defined in the Employer's Requirements.
- (8) 'Contractor's Design Proposals' means all or any designs, plans, models, sketches, drawings, calculations, specifications and any other documents whatsoever submitted by the Contractor as part of his tender or during the course of the Contract detailing how he proposes to implement the Employer's Requirements in accordance with the Employer's Requirements.
- (9) 'Code of Procedure or the letters CP' means the British Standard Code of Practice current at the Base Date (refer to the Contract Particulars).
- (10) 'Design Document(s)' means any plan, model, sketch, drawing, calculation, specification or any other document whatsoever prepared by or on behalf of the Contractor in the performance of the Contract.
- (11) 'Design Management Plan' means a deliverable developed by the Contractor stating how the design development phase will be managed, including known design constraints, trade-offs, approval processes, roles and responsibilities, etc.
- (12) 'Ease' means adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- (13) 'Employer's Requirements' means the documents and/or drawings which set out the Design and the Works that the Contractor shall execute.
- (14) 'Fix' means unload, handle, store, place and fasten in position including all labours and use of Site equipment.
- (15) 'Fix only' means all labours in unloading, handling, storing and fixing in position, including use of all plant.
- (16) 'In writing' means when required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.
- (17) 'Keep for reuse' means do not damage designated products or work. Clean off

bedding and jointing Products. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.

- (18) 'Key Personnel' mean the personnel of the Contractor named as key personnel in the Contractor's Proposals.
- (19) 'Make good' means execute local remedial work to designated work and leave in a secure, sound and neat condition. It does not include:
 - a. Replacement of components or parts of components beyond that necessitated by the local disturbance; or
 - b. Redecoration beyond that necessitated by the local disturbance.
- (20) 'Manufacturer' means the firm under whose name the particular product is marketed.
- (21) 'Match existing' means 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.
- (22) 'Pricing Document' means the document or documents, including supporting documents prepared or completed by the Contractor and submitted by the Contractor as part of his tender in support of the Contract Sum (incorporating any amendments agreed by the parties prior to execution of the Contract). The Pricing Document includes the Contract Sum Analysis.
- (23) 'Production Information' means the preparation of further information for construction required under the Contract.
- (24) 'Programme' means the latest programme for the performance of the Contractor's obligations under the Contract prepared and operated in accordance with the Employer's Requirements.
- (25) For "Quantity Surveyor" read "Cost Manager" and vice versa.
- (26) 'Refix' means fix removed products.
- (27) 'Remove' and 'removal' mean disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fastenings, supports, linings and bedding Products. Dispose of unwanted Products. The term includes: taking out and disposing of associated pipework, wiring, ductwork or other services.
- (28) 'Repair' means carry out local remedial work to components, features and finishes as found in the existing building. Re-secure or re-fix as necessary and leave in a sound and neat condition. It does not include:
 - a. Replacement of components or parts of components; or
 - b. Redecoration.
- (29) 'Replace' means remove the existing Products and supply and fix new Products matching those removed. Execute work to match original new state of that removed. Make good as necessary.
- (30) 'Requirements' means those objectives and requirements identified as such within the Employer's Requirements and/or the Contractor's Proposals that the Contractor is required to achieve.
- (31) 'Schedule of Practical Completion Requirements' means the schedule of documentation to be issued by the Contractor to the Employer's Agent before Practical Completion. Submission of the documentation is a pre-requisite of Practical Completion being certified by the Employer's Agent.

- (32) 'Site' means a place, or places, specified in the Employer's Requirements or agreed from time to time with the Employer as the place or places to be used for the execution of the Works.
- (33) 'Site equipment' means all appliances or things of whatsoever nature required in or about the construction for completion of the Works but not Products 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.
- (34) 'Statutory Authority or Authorities' means any relevant authority that controls the way in which the site is developed and any public utility services undertaker/infrastructure provider.
- (35) 'Submit proposals' means submit information in response to specified requirements.
- (36) 'Supply and fix' includes for all labour and Site equipment for unloading, handling, storing and execution. All products to be supplied and fixed unless stated otherwise.
- (37) 'System' means equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

5.7 INTERPRETATION

- 5.7.1 The headings to the Employer's Requirements are included for ease of reference only and shall not affect the interpretation or construction of the Employer's Requirements.
- 5.7.2 References to Condition numbers are references to the appropriate Condition in the appropriate Section to the Employer's Requirements except where stated otherwise.
- 5.7.3 Except in relation to the Date or Dates for Completion, any period of time in the Employer's Requirements, within which the Employer, the Contractor or the Employer's Agent, are required to take any action or make any decision, determination or calculation, may be extended by agreement in writing, notwithstanding that the period of time has expired.
- 5.7.4 Any reference to any statute or any section of any statute includes any statutory extension, amendment, modification, consolidation or re-enactment and any statutory instrument order or regulation made under any statute for the time being in force.
- 5.7.5 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 5.7.6 Any periods of time referred to in the Employer's Requirements and expressed in days shall refer to Business Day or Business Day. The term Business Day is defined in the Clause 1.1 of the Conditions of Contract.
- 5.7.7 Where any act is required to be done within a specified period after or from a specified date the period begins on the date of the Business Day immediately after that date.

5.8 CROSS-REFERENCES

- 5.8.1 Where a numerical cross-reference to a specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to specification section or clause.
- 5.8.2 Where a numerical cross-reference is not given the relevant section(s) and clause(s) of the specification will apply, cross-reference thereto being by means of related terminology.
- 5.8.3 Where a cross-reference for a particular type of work, feature, Product is given, relevant

- 5.8.4 clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.
- The Contractor shall, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity that he may discover.

5.9 MANUFACTURER AND PRODUCT REFERENCE

- 5.9.1 When the terms are used in this combination, the terms shall have the meaning defined in the Contract.
- 5.9.2 References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

5.10 SUBSTITUTION OF PRODUCTS

- 5.10.1 If an alternative Product to that specified is proposed, the Contractor shall obtain approval from the Employer's Agent, in writing, before ordering the Product. The Contractor shall submit reasons for the proposed substitution, together with relevant information to support the proposal, including:
- (1) Manufacturer and product reference;
 - (2) Cost;
 - (3) Availability;
 - (4) Relevant standards;
 - (5) Performance;
 - (6) Function;
 - (7) Compatibility of accessories;
 - (8) Proposed revisions to drawings and specification;
 - (9) Compatibility with adjacent work;
 - (10) Appearance; and
 - (11) Copy of warranty/ guarantee.
- 5.10.2 Documentary evidence to demonstrate the suitability of alternative Products proposed shall be submitted by the Contractor for verification by the Employer's Agent and/or the Employer's Compliance Team. Any documents submitted in a foreign language must be accompanied by certified translations in English.
- 5.10.3 If alterations to adjacent work are required, the Contractor shall advise the Employer's Agent the scope and nature of work, and the cost.
- 5.10.4 If substitution is accepted, the Contractor shall submit the manufacturer's guarantees to the Employer's Agent before ordering products.
- 5.10.5 The Contractor shall not order any substitution Products before obtaining the Employer's Agents approval in writing.

5.11 EQUIVALENT PRODUCTS

- 5.11.1 Wherever Products are specified by manufacturers' name and/or by propriety brand name and the phrase 'or equivalent and approved by the Employer' is not included, it is to be deemed included.
- 5.11.2 Where the Employer's Requirements permit the use of equivalent Products (i.e. use of a Product of different manufacture to that specified), before ordering such alternative products the Contractor shall notify the Employer's Agent, in writing, and, when requested, submit for verification documentary evidence that the alternative Product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of product, availability of compatible accessories and, where relevant,

appearance.

- 5.11.3 Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole.
- 5.11.4 Any submitted foreign language documents in support of a proposal for an equivalent product must be accompanied by certified translations in English.
- 5.11.5 The Contractor's choice of alternative products must not cause a reduction in any environmental assessment rating, EPC rating, or the like.
- 5.11.6 The Employer and/or the Employer's Agent reserve the right to refuse alternative products proposed by the Contractor. If substitution of a specified Product is accepted by the Employer's Agent, and before ordering Products the Contractor shall submit revised drawings, specification and manufacturers' guarantees as required by the Employer's Agent.

5.12 UNSPECIFIED PRODUCTS

- 5.12.1 Where Products have not be specified in the Employer's Requirements, the Contractor shall allow for providing Products apposite to the Employer's normal requirements for a building project of the nature defined by the Employer's Requirements.
- 5.12.2 Samples of the Contractor choice of Product shall be presented to the Employer's Agent in accordance with the requirements of Condition 9.16 (Samples specified to achieve conformity with Employer's Requirements) at Part 9 (Quality Standards and Quality Control) of these Preliminaries and General Conditions. The Employer's Agent is at liberty to reject the Contractor's proposals to meet the requirements of unspecified Products if they do not meet the Employer's normal quality and performance requirements. In such cases, the Contractor shall submit further alternative proposals. The Contractor shall remain responsible for selecting Products commensurate with the Employer's requirements, and bear all costs in connection with selecting and presenting samples of unspecified Products, including delivery and return costs.

5.13 ORDERING PRODUCTS

- 5.13.1 The necessary particulars for ordering Products are to be obtained from the full details and information included in the Employer's Requirements (incorporating Contractor's Proposals). The Contractor shall not use quantities within his Pricing Document, or any supporting information, for the purpose of ordering Products. No claim will be admitted by the Employer in respect of Products that have been ordered incorrectly by the Contractor.

5.14 SUBSTITUTION OF STANDARDS

- 5.14.1 Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.
- 5.14.2 The Contractor shall submit notification of all such substitutions to the Employer's Agent before ordering.
- 5.14.3 Documentary evidence to demonstrate the acceptability of alternative standards shall be submitted by the Contractor for verification by the Employer's Agent and/or the Employer's Compliance Team. Any documents submitted in a foreign language must be accompanied by certified translations in English.
- 5.14.4 The Contractor shall not adopt or implement any substitute standards before obtaining the Employer's Agents approval in writing.

5.15 CURRENCY OF DOCUMENTS

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

5.16 SIZES

- 5.16.1 The general dimensions of Products are specified by their co-ordinating sizes.
- 5.16.2 Cross section dimensions of timber shown on drawings are:
- (1) Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
 - (2) Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

5.17 ADDITIONAL COPIES OF DOCUMENTS

- 5.17.1 No additional copies of the Employers Requirements will be provided by the Employer.
- 5.17.2 One copy of the completed Contract Documents will be issued to the successful Contractor for record purposes following execution of the Contract by the Employer, both a paper copy and an electronic copy.

5.18 DIMENSIONS

- 5.18.1 All dimensions required shall obtained by the Contractor from the Site. The Contractor is entirely responsible for the accuracy of all dimension related works, ordering of Products and the like.

5.19 DIVERGENCE FROM THE STATUTORY REQUIREMENTS

- 5.19.1 The Contractor shall immediately inform the Employer's Agent if there is divergence between the drawings or specification and the requirements of the Building Regulations, other Statutes, statutory undertakers and other regulatory authorities.

5.20 CONTRACTOR DOCUMENTS GENERALLY

- 5.20.1 The documents to be provided by the Contractor are described in these Preliminaries and General Conditions, as well as elsewhere in the Employer's Requirements. Notwithstanding this, it shall be for the Contractor to decide what other documents he requires to develop and implement to fulfil his contractual obligations and aid the satisfactory delivery of the Employer's Requirements. The key documents to be provided by the Contractor are as follows:
- (1) **Quality management and quality control;**
 - a. Quality Plan
 - b. Quality Control System:
 - c. Samples and Tests
 - (2) **Programmes**
 - (3) **Management systems;**
 - a. Communication strategy

- b. Environmental Management Systems (EMS)
- c. Site Waste Management Plan (SWMP)
- d. Planning Condition Status Tracker
- e. Design Management Plan
- f. Procurement Plan
- g. Procurement Status Tracker
- h. Risk management
- i. Test and Inspection Plan
- j. Statutory Utilities Status Tracker
- k. Commissioning Plan and Programme
- l. Handover Plan
- m. Information Required/Released
- n. Collateral warranty management
- o. Progress reporting

(4) Health and Safety Information;

- a. Construction Phase Plan
- b. Risk Assessments and Method statements
- c. Site Emergency Plan
- d. Health and Safety File

(5) Security Management Plan

(6) Design Documents

(7) Production Information

(8) Environmental Assessment Information

(9) Cost information;

- a. Detailed cash flow forecasts
- b. Data and documentary evidence for enhanced capital allowances
- c. Statement of Predicted Final Account
- d. Insurance Status Tracker
- e. Open book cost control and management

(10) Practical Completion Requirements

(11) Other documents and records;

- a. Visitors Log Book
- b. Site Disputes Book
- c. Accidents and Injuries File

5.21 CONTRACTOR'S DESIGN DOCUMENTS

5.21.1 The Contractor shall complete the design and detailing of parts of the Works as specified and required by the Employer's Requirements.

5.21.2 The Contractor shall prepare and submit to the Employer's Agent and Employer's Compliance Team all Design Documents and/or Production Information which are:

- (1) Required to demonstrate design development from one RIBA Work Stage to the next; and

- (2) Reasonably necessary from time to time to explain and amplify the Employer's Requirements, the Contractor's Proposals and any Changes; and
- (3) Reasonably necessary to enable the Contractor to execute and complete the design and construction of the Works and any Changes or to comply with any Instruction; or stated in the Employer's Requirements to be prepared by the Contractor.

on a date which will enable the Employer and the Contractor to comply with all the provisions of the Contract without there being any delay to the Contractor's Programme and/or any delay to the progress of the Works or any part thereof.

- 5.21.3 Design Documents and/or Production Information shall be submitted by the Contractor in sufficient detail so as to give a clear indication of the design or layout of any particular aspect, the quality or standard of workmanship to be applied and the quality and quantity of the Products to be selected or used for the relevant part of the Works or such other details as may be requested by the Employer and/or the Employer's Agent. Refer to the requirements relating to the format and presentation of Design Documents and/or Production Information defined in paragraphs 5.21.10 to 5.21.14 below.
- 5.21.4 The Contractor shall provide:
- (1) Production information based on the drawings, specifications, schedules, calculations and other information; and
 - (2) Liaison to ensure co-ordination of the work with related building elements and services.
- 5.21.5 The Contractor shall allow in his programme sufficient time for completing all necessary Design Documents and/or Production Information required for the Works; including: submitting Design Documents and/or Production Information to the Employer and the Employer's Compliance Team (including to the CDM Co-ordinator) for review in accordance with the Conditions of Contract for review, comment, inspection, amendment, resubmission and re-inspection to enable commencement and completion of the Works in accordance with the Date for Completion of the Works stated in the Contract Particulars. Where the preparation and submission of Design Documents and/or Production Information have not been pre-planned by the Contractor, the Contractor shall submit such Design Documents and/or Production Information to the Employer's Agent, within 5 Business Days of the Employer's Agents request. Failure by the Contractor to allow adequate time within his programme for the completion of Design Documents and/or Production Information shall not be considered as grounds for extension of time or additional expense. Any comments made by the Employer's Compliance team does not relieve the Contractor of their duties and the ultimate design and construction responsibility rests with the contractor.
- 5.21.6 The Contractor shall submit Design Documents and/or Production Information to the Employer's Agent in accordance with his Programme and Schedule of Design Document Release Dates (refer to Condition 5.23 (Design Document and Product Information release procedure) of these Preliminaries and General Conditions.
- 5.21.7 The Contractor shall prepare all Design Documents and/or Production Information necessary for the complete and efficient execution of the Contractor's Design and submit them to the Employer and the Employer's Compliance Team for review in accordance with the Conditions of Contract. Such Design Documents and/or Production Information shall include, but not be restricted to, the following:
- (1) 3D design models (Building structure, fabric and building engineering services, including public health);
 - (2) Specification of Products and workmanship, for building works, building engineering services (including specialist installations), underground drainage, public health and landscaping works;

- (3) Architectural drawings, including cladding and roof construction which is to include fixing details and the like;
 - (4) Structural engineering drawings;
 - (5) Structural design calculations, including those for temporary works;
 - (6) Building engineering services drawings;
 - (7) Schedules of building engineering services equipment;
 - (8) Building engineering services design calculations;
 - (9) Drawings showing all builders' work in connection requirements for building engineering services and other components, which shall be fully detailed with regard to the size, location and numbers of holes, chases, recesses, bases, etc.;
 - (10) Underground drainage drawings and calculations;
 - (11) Public health drawings and calculations;
 - (12) Landscape drawings, which shall include information on the "common" name of trees, shrubs, plants proposed together with photograph/brochure of each type for the Employer's comments at the earliest opportunity;
 - (13) Works package subcontractor drawings (e.g. cladding, lift installations, building maintenance units and other drawings by specialists);
 - (14) Schedules of fittings and furnishings; and
 - (15) Working drawings for all building engineering services, underground drainage and public health, which shall be in sufficient detail as, may be specified by the Employer's Agent.
- 5.21.8 The Contractor's drawings shall comprise fully dimensioned floor plans, elevations, sections, Site plan, external works layout, full structural designs, and other detailed drawings to working drawing standard to clearly show the compliance of the Contractor's Proposals with the Employer's Requirements. The proposed elevation drawings must show the relationship of the proposed completed building with all buildings adjoining the Site.
- 5.21.9 Drawings shall be to an opposite scale. The choice of scales selected by the Contractor shall:
- (1) Permit clear interpretation of the data;
 - (2) Permit easy comparison of information, e.g. general arrangement plans showing different things should, if possible, be to the same scale;
 - (3) Be such that the user can refer directly from general arrangement drawings to assembly drawings. Intermediate scale drawings are to be avoided if possible; and
 - (4) Be determined by the requirement for clarity of the information.
- 5.21.10 Drawing sizes shall be a minimum as follows:
- (1) General arrangement drawings to be A1 sized; and
 - (2) Assembly, component and other drawings to be A1 or A2 sized.
- 5.21.11 The Contractor shall issue drawings in both A3 and full size format (i.e. either size A2, A1 or A0, whichever is most appropriate). One paper copy to the Employers Agent and electronic copies to all required parties shall be provided.

- 5.21.12 Electronic drawings shall be supplied by the Contractor on computer files on CD ROM in AutoCAD 2011, or earlier version, in DWG or DXF format and Pdf. Scanned versions of drawings or sketches shall not be accepted by the Employer. Other Design Documents and/or Production Information shall be supplied in MS Word 2007, MS Excel 2007, or Pdf format as appropriate.
- 5.21.13 The Contractor shall ensure that Design Documents and/or Production Information are complete, fully co-ordinated and available on the programmed dates.
- 5.21.14 The Contractor shall keep, on the Site, one paper copy of each Design Document, to which the Employer's Agent or his representatives shall have access at all reasonable times.
- 5.21.15 Nothing in Conditions 5.25.1 to 5.25.8 inclusive shall relieve the Contractor of any liability under the Contract for any defect in any Design Document, or for any inconsistency between any Design Documents and/or Production Information.
- 5.21.16 Once a 'Contract' set of Design Documents have been produced and issued to the Contractor there shall be no changes to these Design Documents without the formal approval, in writing, of the Employer's Agent.

5.22 PRODUCTION INFORMATION

- 5.22.1 The Contractor shall allow in his programme sufficient time for completing all necessary Production Information required for the Works; including: submitting Production Information to the Employer and the Employer's Compliance Team (including to the CDM Co-ordinator) for review in accordance with the Requirements of Condition 7.13 for review, comment, inspection, amendment, resubmission and re-inspection to enable commencement and completion of Works by the Date or Dates for Completion of the Works stated in the Contract Particulars. Failure by the Contractor to allow adequate time within his programme for the completion of Production Information shall not be considered as grounds for extension of time or additional expense.
- 5.22.2 The Contractor shall prepare and maintain an up-to-date a 'Product Information Release Programme and Status Tracker', which shall set out the dates on which the Product Information is to be released by the Contractor and when approval is required by the Employer's Agent.
- 5.22.3 Production Information must include any specific requirements listed in the Employer's Requirements, adequate information to co-ordinate the Contractor's Designed Works with the works as a whole which shall include shop fabrication drawings, fixing details to adjacent work, services, co-ordination drawings, builder's work details, calculations and technical information.
- 5.22.4 The Contractor shall submit Product Information to the Employer's Agent for comment and make any necessary amendments.
- 5.22.5 The Contractor shall ensure that all Production Information is complete and fully co-ordinated.
- 5.22.6 The Contractor shall also incorporate a copy in the Health and Safety File/Operation and Maintenance Manual (O&M Manual - refer to Part 15 (Operation and Maintenance of Finished Building) of these Preliminaries and General Conditions).

5.23 DESIGN DOCUMENT AND PRODUCT INFORMATION ISSUE PROCEDURE

- 5.23.1 All Design Documents, and Production Information, are to be issued under cover of a 'Design Documents/Production Information Issue Sheet'.
- 5.23.2 Design Documents and/or Production Information are required to be issued for various purposes including cost checking, comment on design, for construction, for approval. It is

essential therefore that all Design Documents and/or Production Information contain the following information:

- (1) Date of issue.
- (2) Status (i.e. purpose for which Design Document is issued).
- (3) Confirmation that Design Document has been checked.
- (4) Confirmation that Design Document is approved for issue by the Contractor's Project Director or Senior Construction Manager.
- (5) Design Document reference and revision number.
- (6) Clouding of revisions.
- (7) Description of revisions.

5.24 SUBMISSION AND DISTRIBUTION OF DESIGN DOCUMENTS AND PRODUCT INFORMATION

5.24.1 The Contractor shall issue copies of all Design Documents and Production Information of the type and/or nature which the Employer's Requirements expressly requires the Contractor to provide. Unless otherwise stated, copies shall be distributed as follows:

Employer's Representative	1 copy
Employer's Agent	1 copy
Principal Designer	1 copy
Cost Manager	1 copy

5.24.2 This requirement is in addition to the documentation required at Practical Completion and Handover.

5.25 'AS-BUILT' DRAWINGS, 'AS-INSTALLED' DRAWINGS AND RECORD INFORMATION

5.25.1 As-built/ as-installed drawings and record drawings shall be supplied by the Contractor on computer files on CD ROM in AutoCAD 2011, or earlier version, in DWG or DXF format. Scanned versions of drawings or sketches shall not be accepted by the Employer. Other information relating to the 'built' building and installations shall be provided by the Contractor on computer files in MS Word, MS Excel and or Pdf as appropriate.

5.25.2 Acceptance or approval by the Employer's Agent, the Employer's Compliance Team, including the CDM Co-ordinator, of 'as-built' and/or 'as installed' drawings and other information provided by the Contractor or his subcontractors shall not relieve the Contractor of responsibility for any discrepancies, errors, or omissions therein.

5.25.3 As-built/ as-installed drawings shall be to an apposite scale. The choice of scales selected by the Contractor shall:

- (1) Permit clear interpretation of the data;
- (2) Permit easy comparison of information; and
- (3) determined by the requirement for clarity of the information.

5.25.4 The Contractor shall issue as-built/ as-installed drawings in both A3 and full size format (i.e. either size A2, A1 or A0, whichever is most appropriate). Both paper and electronic copies shall be provided – 3 copies of each. Both paper and electronic copies of all other information shall also be provided by the Contractor – 3 copies of each.

- 5.25.5 Electronic drawings shall be supplied by the Contractor on computer files on CD ROM in AutoCAD 2011, or earlier version, in DWG or DXF format and Pdf. Scanned versions of drawings or sketches shall not be accepted by the Employer. Other Design Documents and/or Production Information shall be supplied in MS Word 2007, MS Excel 2007, or Pdf format as appropriate.
- 5.25.6 The Contractor shall submit as-built/as-installed drawings to the Employer's Agent within 10 Business Days of request.
- 5.25.7 This Requirement is in addition to those of Condition 16.4 (Presentation of the Operation and Maintenance Manual (incorporating the Health and Safety File) in Part 16 (Operation and Maintenance of Finished Building) of these Preliminaries and General Conditions, which require documents to also be uploaded on to 'Dome Connect (or similar client approved)' by the Contractor.
- 5.25.8 This Requirement is in addition to those of Condition 16.4 (Presentation of the Operation and Maintenance Manual (incorporating the Health and Safety File) in Part 16 (Operation and Maintenance of Finished Building) of these Preliminaries and General Conditions, which require documents to also be uploaded on to 'Dome Connect' by the Contractor.

5.26 TECHNICAL LITERATURE

- 5.26.1 The Contractor is required on request by the Employer's Agent to provide evidence copies of the following on Site, readily accessible for reference by all supervisory personnel:
- (1) Manufacturers' current literature relating to all Products to be used in the Works.
 - (2) BSI Handbook No. 3, with all current revision sheets included and superseded sheets removed.
 - (3) Relevant BS Codes of Practice.
 - (4) Those parts of BS 8000 'Workmanship on building sites' which are invoked in the Employer's Requirements and/or the Contractor's Proposals.

5.27 MAINTENANCE INSTRUCTIONS AND GUARANTEES

- 5.27.1 The Contractor shall retain copies delivered with components and equipment (failing which, the Contractor obtain), register with manufacturer as necessary and include the same in the Operation and Maintenance (O&M) Manual on or before Practical Completion.
- 5.27.2 The Contractor shall compile a service and maintenance schedule identifying frequency.

5.28 RESOLUTION OF DISCREPANCIES GENERALLY

- 5.28.1 The Conditions of Contract or any Amendments to the Conditions of Contract shall be used to resolve discrepancies between documents forming part of the Contract.

5.29 RESOLUTION OF DISCREPANCIES BETWEEN EMPLOYER'S REQUIREMENTS

- 5.29.1 In the case of discrepancy between any of the Employer's Requirements, the Employer may choose between discrepant items to resolve the discrepancy, without adjustment to the Contract Sum.

5.30 DISCREPANCIES BETWEEN THE EMPLOYER'S REQUIREMENTS AND OTHER DOCUMENTS FORMING PART OF THE CONTRACT.

- 5.30.1 In the case of any discrepancy between the Employer's Requirements and other documents forming part of the Contract, the Conditions of Contract shall prevail, save in the event of any discrepancy between these Conditions of Contract and any Amendments to the Conditions, in which case, the Amendments to the Conditions shall prevail.

5.31 DISCREPANCIES BETWEEN ANY EMPLOYER'S REQUIREMENTS AND THE CONTRACTOR'S PROPOSALS OR ANY DESIGN DOCUMENTS

- 5.31.1 In the case of any discrepancy between any Employer's Requirements and the Contractor's Proposals or any Design Documents, the Employer's Requirements shall prevail without adjustment to the Contract Sum or to the Date or Dates for Completion.
- 5.31.2 In the case of discrepancy between the Employer's Requirements and either the Contractor's Proposals or the Pricing Document; the Employer's Requirements shall prevail, without adjustment to the Contract Sum. Notwithstanding this, Changes to the Employer's Requirements agreed by the Parties to the Contract, in writing, before the Contract was entered into and included within the Contract Sum shall take precedence over the Employer's Requirements.

5.32 DISCREPANCIES BETWEEN ANY EMPLOYER'S REQUIREMENTS OR THE CONTRACTOR'S PROPOSALS, INCLUDING ANY DESIGN DOCUMENT, AND ANY STATUTORY REQUIREMENTS

- 5.32.1 All as the Contract Conditions and Contract Amendments.

PART 6.0 COMMUNICATION AND DOCUMENT / DATA INTERCHANGE

6.1 GENERALLY

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|-------|---|
| 6.1.1 | All communications raised by the Contractor in connection with the Works shall be through the Employer's Agent. |
| 6.1.2 | Only the Employer's Agent is empowered to issue Instructions under the Contract. The Contractor shall ensure that all his employees, including those of sub-consultants' and subcontractors', are aware of this. |
| 6.1.3 | All Instructions, whether or not a Change, shall be confirmed to the Contractor in writing. In the event that the Contractor undertakes works based on the direction or instruction of any person other than the Employer, it shall be at the sole risk of the Contractor. All costs incurred in the removal, reconstruction, rectification and/or replacement of Works not in conformance with the Employer's Requirements or Contractor's Proposals shall be borne by the Contractor and there shall be no consequential adjustment to the Contract Sum or to the Date or Dates for Completion. |

6.2 CONTRACTOR'S COMMUNICATION STRATEGY

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|-------|--|
| 6.2.1 | The Contractor shall document how information will be disseminated to, and received from, all representatives of the Employer, the Contractor's Design Consultants, subcontractors, suppliers, and Statutory Authorities/Undertakers. It shall identify the means/medium and frequency of communication between the different parties. It shall be used by the Contractor to establish and manage on-going communications throughout the Works; to aid efficient and effective communication. |
| 6.2.2 | The Contractor shall formulate and submit his communication strategy for approval to the Employer's Agent within 20 Business Days of the execution of the Contract or the date of a 'Letter of Intent' issued to the Contractor by the Employer, whichever is earliest. The Employer's Agent shall be entitled to reject the Contractor's communication strategy if he considers it unworkable. In such cases, the Contractor shall amend and resubmit until such times that the Employer's Agent is satisfied with the Contractor's strategy. |
| 6.2.3 | <p>The Contractor's communication strategy shall include, but is not limited to:</p> <ol style="list-style-type: none"> (1) List of Employer's representatives, Contractor's Design Consultants, subcontractors, suppliers, and Statutory Authorities/Undertakers and their information requirements; (2) Communication mechanisms to be used; (3) Key elements of information to be distributed by the different mechanisms - including frequency and information collection and collation; (4) Roles and responsibilities of the Contractor's Management Team responsible for ensuring communication is adequate, appropriate and timely; and (5) Identification of how unexpected information from other parties will be handled within the scope of the activity. |

6.3 COMMUNICATIONS IN WRITING

- 6.3.1 Any notices, quotations, orders, consents, Instructions, or certificates to be given under the Contract shall be in writing. All communications required by the Contract to be in writing may be hand-written, typed or printed and may be sent by post or facsimile, or hand-delivered to the address of the recipient referred to in the Project Particulars (Part 1 of these Preliminaries and General Conditions) or to such other address as may from time to time be notified in writing to the other party as being the address for the service of notices under the Contract.
- 6.3.2 Any communication shall have effect when it is delivered to the last known address of the recipient. Delivery shall be deemed to have been made when in the ordinary course of the method of delivery the communication would have been received. In the case of service by facsimile, delivery shall be deemed to have been made upon transmission provided transmission takes place within the hours of 9.00am and 5.00pm on a Business Day referred to in Condition 5.7 (Interpretation) above. Transmission outside such time will be deemed to have been made on the next Business Day.

6.4 NOTICES

- 6.4.1 Any notices given to the Contractor will be deemed to be sufficiently served if given at, or sent by post to, the usual or last known place of abode or business of the Contractor or handed to his Site Agent or authorised representatives on the Site of the Works. Any notice sent by post will be deemed to have been served at the time when in the ordinary course of post it would have been delivered.

6.5 COMMUNICATIONS WITH THIRD PARTIES

- 6.5.1 Where any third party (including any tenant and/or their representatives) makes any contact with, or comments to, the Contractor in connection with the Works the Contractor shall not act on any such contact or comments but shall, as soon as practicable thereafter, advise the Employer's Agent of such and shall not act on any such contact or comments save in accordance with the directions of the Employer.

6.6 ELECTRONIC DATA INTERCHANGE (EDI)

- 6.6.1 Notwithstanding the Requirements of Condition 6.3 (Communications in writing) above, 'Requests for Information'; copies of 'drawings, schedules, Instructions', the 'Contractor's Progress Reports', the 'Employer's Agents Minutes of Site progress meetings', the 'Contractor's applications for payment' and the 'Quantity Surveyor's Valuation' and 'Recommendations for Payment' may be transmitted via email, but an originally signed hard paper copy must also be issued to the recipients.
- 6.6.2 With the exception of requests for information and the Contractor's applications for payment, all documents transmitted via email must be transmitted in PDF format. Contractor's applications for payment shall be produced and transmitted in MS Excel format.

6.7 INFORMATION MANAGEMENT SYSTEM

- 6.7.1 If the Contractor wishes to use an Information Management System they are to submit details to the Employers Agent for approval. Only approval from the Employers Agent will enable the use of an Information Management System.

PART 7.0 CONTRACTOR'S OBLIGATIONS

7.1 GENERALLY

7.1.1

The Contractor shall be deemed to have allowed for everything necessary to enable him to meet his obligations under the Contract, including making due allowances for services and works required to complete the Design and construction of the Works, but which are not explicitly specified or stated in the Employer's Requirements.

7.1.2

The Contractor shall undertake and, in all cases, be fully responsible for:

- (1) Developing and completing the Design of the whole of the Works as set out in, or implicit from, the Employer's Requirements/Contractor's Design Proposals to achieve a completed design that complies with the 'Full Planning Approval', the Employer's Requirements/Contractor's Design Proposals and all Statutory Requirements;
- (2) Resolving all Planning Conditions and Reserved Matters with the Planning Department;
- (3) Fully co-ordinating and managing Design Teams activities;
- (4) Fully co-ordinating the Design of the Works;
- (5) Co-ordinating the works carried out by Statutory Authorities and/or Public Undertakers with the Contractor's Design;
- (6) Developing and completing the Design of all necessary temporary works;
- (7) Designing each Element and ensuring that the design of each Element is fully co-ordinated with that of all other Elements, as well as with all other aspects of the scheme;
- (8) Producing all necessary Design Documents, including Production Information;
- (9) Co-ordinating all Design Documents, including Production Information;
- (10) Submitting Design Documents, including Production Information, to the Employer's Agent and the Employer's Compliance Team for review in accordance with the Contractor's 'Design Programme' and 'Design Document Release/Status Schedule';
- (11) Achieving the required:
 - a. Net internal areas (NIA);
 - b. Clear uninterrupted floor to ceiling heights; and
 - c. Occupancy densities.
- (12) Construction of the Works;
- (13) Testing and commissioning all building engineering services installations;
- (14) Achieving the specified environmental assessment rating for the scheme;
- (15) 3D modelling of the Works, to ensure that all aspects of the Works are fully co-ordinated; and
- (16) Providing post completion and maintenance services specified in the Employer's Requirements.

- 7.1.3 The Contractor shall execute the design and construction works fully in accordance with the 'Planning Approval', the Employer's Requirements and all Statutory Requirements including, but not confined to, requirements concerning health and safety, planning, fire and building control.
- 7.1.4 The Contractor shall fully comply with the Development Control Requirements as far as they relate to the Design and Construction of the Works. Moreover, the Contractor shall ensure that they fully comply with the requirements of the Development Control Requirements so as not cause the Employer to fail to comply with any programmed dates, quality and performance requirements, and/or other legal agreements and obligations therein.
- 7.1.5 The Contractor's Design Team shall be responsible for managing the conclusion of the Design and obtaining Employer sign-off.
- 7.1.6 The Contractor shall carry out and complete the Design and Construction of the Works, as defined by the Employer's Requirements. The hard Demolition and temporary works associated with the hard demolition will be carried out before the Main Contractor takes possession of the site. The Main Contractor will be expected to co-ordinate their groundworks with the demolition contractor and have made sufficient allowance for all other works and temporary propping required to complete the works in accordance with the Employer's Requirements.
- 7.1.7 The Contractor shall design and construct the Works fully in accordance with the Planning Approval, the Employer's Requirements and all Statutory Requirements and/or Regulations including, but not confined to, requirements concerning Health and Safety, Planning, the Building Regulations; the Joint Fire Code; and Section 20 (of the London Building Acts (Amendment) Act, 1939. The Contractor shall also do everything necessary to provide a finished building or/ buildings that the Employer can beneficially use for the intended purpose or purposes.
- 7.1.8 The Contractor shall design and construct the Works fully in accordance with any relevant published codes of practice, British Standards or similar requirements irrespective of the requirements specified in the Employer's Requirements.
- 7.1.9 Unless stated otherwise, the Contractor shall be responsible for co-ordinating the submission of all outstanding applications for, and the obtaining of, Planning Approvals. The Contractor shall also be responsible for co-ordinating and obtaining all other statutory approvals or licences that may be required for the carrying out of the Works to the extent that they have not already been obtained, or will not be obtained, by the Employer.
- 7.1.10 The Contractor shall be responsible for identifying and conducting any additional surveys required enabling the Design and Construction of the Works to be completed in accordance with the Employer's Requirements. The Contractor shall also be responsible for the interpretation of the information resulting from surveys and undertaking any necessary work arising from the survey information. The Contract Sum shall be deemed to include for the cost of any additional surveys and all work required as a result of survey findings necessary to complete the Works.
- 7.1.11 The Contractor's Proposals shall comply with all the Requirements stated in the documents that constitute the Employer's Requirements and shall be deemed to have included in this price for the same. The Contract Sum shall be deemed to include for all work necessary, whether or not expressly specified, for the Contractor to carry out and complete the Design and Construction of the Works in accordance with the Employer's Requirements.
- 7.1.12 The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which he may discover between documents.

7.2 CONTRACT SUM

- 7.2.1 The Contractor shall be deemed to have understood and have satisfied himself as to all Requirements stated in the Employer's Requirements.
- 7.2.2 The Contractor shall be deemed to have allowed for all design services and works necessary to achieve the Employer's Requirements, whether or not explicitly stated in the Employer's Requirements.
- 7.2.3 The Contractor shall not be entitled to claim any additional payment or extension of the Date or Dates of Completion by reason of any misunderstanding or misinterpretation of any Requirement or claim any additional payment due to his failure to include for all items necessary to achieve the Employer's Requirements.

7.3 CONFIDENTIALITY

- 7.3.1 The Contractor shall not, and will procure that those parties for whom it is responsible in terms of this Contract and its employees, agents and subcontractors do not, (expect in the proper course of its duties under this Contract) either during the carrying out of the Works or at any time after Practical Completion of the Works, use or disclose to any person, firm or company (and shall use its best endeavours to prevent the disclosure or publication of) all financial information and any information relating to the Works without the prior written consent of the Employer.
- 7.3.2 The Contractor shall not and shall not authorise others to:
- (1) Release photographs of the Site or the Works to any persons without the prior written consent of the Employer; or.
 - (2) this Contract in any publicity information he produces for trade literature, press or any other media without the prior written authority of the Employer.
- 7.3.3 The Contractor shall not display any advertisements other than that authorised to be displayed by the Employer or permit advertisements to be displayed on any plant, equipment, permanent, temporary works or any other elements provided as part of the development without the Employer's consent. Notwithstanding the foregoing, the Employer reserves the right to erect any corporate signage on any permanent or temporary Works associated with the Works, including any plant, equipment, permanent or temporary works erected by the Contractor.
- 7.3.4 The Site shall not be used for functions, marketing, seminars, visits and the like, including 'learned societies' (e.g. Professional Institutions), without prior permission of the Employer. In particular, visits by those persons or bodies who may be reasonably construed as to be in competition with the Employer are unlikely to be sanctioned to visit. Notwithstanding the foregoing, the Contractor shall not unreasonably withhold permission for the Employer to gain access to the Site for the purpose of holding events or functions during the course of the Works.
- 7.3.5 The Contractor shall give access to the Employer and their Agents, tenants and the like for the purpose of filming and reporting on the development of the Works.
- 7.3.6 The Contractor shall give access to the Employer and their Agents, tenants and the like for the purpose of filming and reporting on the development of the Works.
- 7.3.7 The Contractor will not unduly decline permission for access unless the request is unreasonable, unsafe or it will delay the Date or Dates for Completion of the Works. The Contractor will be responsible for visitors' safety in regard to this Condition.
- 7.3.8 The Contractor will not withhold permission for reasonable requests for access by the Employer to hold events or functions on the Site during the course of the Works.
- 7.3.9 The restrictions referred to in Conditions 7.3.1 and 7.3.2 above shall not apply to any use or disclosure authorised by the Employer, or required by law or any information which is or comes into the public domain otherwise than through the Contractor's (or any person for whom it is responsible) unauthorised disclosure.

- 7.3.10 The Contractor and its sub-contractors and any other parties involved in the project shall not disclose any information on the Employer and shall keep the project details strictly confidential.

7.4 POTENTIAL TENANTS

- 7.4.1 NOT USED.

7.5 CDM REGULATIONS

- 7.5.1 The Contractor shall, in relation to the Design, perform the role of the 'Designer' in accordance with the CDM Regulations.

7.6 PROFESSIONAL INDEMNITY INSURANCE FOR DESIGN

- 7.6.1 The Contractor shall maintain professional indemnity insurance in accordance with the provisions of the Conditions of Contract, as amended by the 'Schedule of Amendments to the JCT Design and Build Contract', which is a separate document and forms part of the Employer's Requirements.

7.7 CONTRACTOR'S DESIGN – GENERAL REQUIREMENTS

- 7.7.1 The Contractor shall employ or engage a suitably qualified and competent Design Manager(s) to manage and co-ordinate all design activities and Design Documents in accordance with the requirements of these Preliminaries and General Conditions.
- 7.7.2 The Contractor shall employ or engage suitably competent designers to carry out and complete the design of the Works in so far as they have not already been novated by the Employer in accordance with the requirements of these Preliminaries and General Conditions.
- 7.7.3 The Contractor shall produce, implement and maintain a 'Design Programme' in accordance with the requirements of these Preliminaries and General Conditions.
- 7.7.4 The Contractor shall produce, implement, and maintain a 'Design Management Plan' in accordance these Preliminaries and General Conditions.
- 7.7.5 The Contractor shall be responsible for managing, including fully programming, design development, and for obtaining 'sign-off' by the Employer. The date on which the Employer 'signs-off' (i.e. awards a Status 'A') is the 'Design Freeze Date'. Any Works executed before the 'Design Freeze Date' shall be at the sole risk of the Contractor. Any sign-offs received by the Employer or their agents do not relieve the contractor of their design responsibilities and the ultimate design and construction rests solely with the contractor.
- 7.7.6 The Contractor agrees that all Design Documents shall be subsumed into and be included in his Contractor's Design Proposals.
- 7.7.7 It shall be a condition precedent of the Contractor's entitlement to payment for Works executed, or for Products supplied, that the Works executed and or Products supplied fully comply with the Design Documents.
- 7.7.8 The Contractor shall design and implement a (Quality Control) procedure to check the progress of those Elements or parts of Elements of the Contractor's Design which are manufactured or assembled off-Site, including reporting thereon to the Employer's Agent.
- 7.7.9 The Contractor shall ensure that all:
- (1) Critical dimensions; and
 - (2) Tolerances

specified in the Employer's Requirements, including any standards referred to therein be incorporated into the Contractor's Design.

7.7.10

Where the Site measurements are required to inform the Contractor's Design; the Contractor shall take, or cause to be taken, any such measurements. This may involve exploratory work and/or the removal of existing construction. The Contractor shall bear all costs in connection with all exploratory work and/or the removal of existing construction required to ascertain the measurements, including: excavating and filling, and cutting out existing construction (including repairing and/or making good if required) existing construction as necessary.

7.8 PERFORMANCE STANDARD MINIMA

7.8.1

The Contractor shall comply with the performance standard minima specified in the Employer's Design Brief and Technical Specifications which form part of the Employer's Requirements, or specified elsewhere in the Employer's Requirements.

7.9 FUTURE MAINTENANCE

7.9.1

In designing and constructing the Works, the Contractor shall ensure that adequate provision is made for future maintenance, refurbishment, replacement and general access of building engineering services (both distribution systems and plant/equipment); so that access and working space can be acquired without the need to alter or adjust the fabric of the building or to impair the visual quality of the completed work.

7.9.2

The Contractor shall produce a 'Plant Replacement Strategy' and submit to the Employer's Agent as part of the design proposals.

7.10 GUARANTEED NET INTERNAL AREA (NIA)

7.10.1

NOT USED.

7.10A CRITICAL DIMENSION – DISTANCE BETWEEN FINISHED FLOOR AND FINISHED CEILING

7.10A.1

The Contractor's Design is to achieve the 'minimum' distances between the top of the final floor finish and the soffit of the final ceiling finish' specified in the Employer's Requirements.

7.10A.2

The Contractor shall employ or engage an independent 'Chartered Measuring Surveyor' to confirm the 'distance between finished floor to finished ceiling' and to provide floor plans clearly marked-up and referenced showing finished floor to finished ceiling heights in all office areas. The 'Chartered Measuring Surveyor' shall provide a suitable Letter of Reliance to at least three tenants. The Contract Sum shall be deemed to include for the cost a carrying out a measured survey on completion of the Works.

7.11 CONTRACTOR'S DESIGN

7.11.1

The Employer requires the development to be as shown on the Drawings specified on the included in the appendices to these Employer's Requirements.

7.11.2

The Contractor is to check these drawings against those upon which Planning Approval has been obtained and notify the Employer of any variances along with their proposals to align the Employer's Requirements with the Planning Approval. Where required and with the Employer's consent the Contractor shall obtain any necessary further approvals of the Planning Department. The Contractor shall allow in his programme sufficient time for complying with this requirement to enable commencement and completion of the Works in accordance with the Date for Completion of the Works stated in the Contract Particulars.

- 7.11.3 The Contractor shall carry out and complete the Design of the Works:
- (1) In accordance with the Employer's Requirements;
 - (2) In accordance with the Contractor's Design Proposals accepted by the Employer;
 - (3) So as to ensure that it is physically and legally possible to implement the Contractor's Design in accordance with the Employer's Requirements;
 - (4) So as to produce a design that can physically and legally be built; and be reasonable fit for the purposes intended;
 - (5) So as to ensure that all Products for incorporation conform to the standards specified in the Employer's Requirements or, where no such standards are specified, with the appropriate published codes of practice, British Standards or similar requirements.
- 7.11.4 The Contractor's Design shall incorporate all the "essential" design criteria specified in the Employer's Requirements.
- 7.11.5 The Contractor shall ensure that the Design and the Works fully comply with the Requirements of the Employer's Requirements. The Contractor is required to certify, in writing, at monthly intervals and prior to Practical Completion, to the Employer that he has complied with, and that the Works comply with the Employer's Requirements and incorporate, all the "essential" design criteria set out in the Employer's Requirements. Such certification is to be supported with statements that certify the same from each Consultant employed by the Contractor to undertake design services for the Works. This self-certification by the Contractor is a condition precedent to payment.
- 7.11.6 The design of the Works and the Products and workmanship incorporated in the Works shall be fully in accordance with the provisions and recommendations of the appropriate published codes of practice and/or British Standards. In the event of divergence between the requirements of published codes of practice and/or British Standards the most rigorous requirement shall prevail unless the most rigorous requirement is in conflict with any Act of Parliament or any instrument, rule, or order made under any Act of Parliament or any regulation (including the Building Regulations) or bye-law made under any applicable law or made by any local authority or statutory undertaker which has jurisdiction in relation to the Works in force at the time the work is undertaken.
- 7.11.7 The external façades of the building shall be designed and constructed fully in accordance with the requirements of the drawings for which Planning Approval has been granted. The designs show a specific shape, outline and architectural treatment and, subject only to resolution of any conditions/ informatives relating to the Planning Approval and/or any specific requirements of the Employer's Requirements, these designs shall be retained by the Contractor. Alternative façades are currently under consideration and the Contractor will be required to assist in obtaining planning approval and sign off for the chosen façade.
- 7.11.8 All parts of the Works shall be fully co-ordinated by the Contractor both with regard to design and details and incorporation into the building, such that the building(s) functions properly under all conditions and is fully weather-tight, fully watertight, fully moisture tight and fully caters for all the installations required for the proper functioning of the building(s) for the purposes for which it is designed.
- 7.11.9 The Contractor shall undertake all necessary surveys and modelling to ensure that all services are fully co-ordinated and that all services installations, systems, plant and equipment conform to the Employer's Requirements.
- 7.11.10 The concept and working details of the building envelope shall ensure that condensation and cold bridging are not possible.
- 7.11.11 The Contractor shall determine the size and internal layout of plant rooms and other areas for which a specific area has not been specified or no alternative has been given within the Employer's Requirements. The Contractor shall plan all areas in sufficient detail to

- demonstrate that adequate space is provided for all services plant and equipment, and for maintenance, circulation, safety routes and escape.
- 7.11.12 With the exception of rainwater discharge and properly formed and finished service entry points, no penetrations shall be permitted through the roofs of the building unless specifically otherwise stated in the Employer's Requirements or the Contractor's Proposals.
- 7.11.13 Where the size of components or functional elements of the Works are stated in the Employer's Requirements, the Contractor shall ascertain the suitability of specified item. If the component or functional element is not identified to the contrary in the Contractor's Proposals, it will be deemed to be entirely acceptable to the Contractor and for which he accepts total design responsibility.
- 7.11.14 The Contractor shall be deemed to have satisfied himself as to his ability to carry out and complete the Contractor's Design in accordance with Conditions 7.11.1 to 7.11.13 above.
- 7.11.15 Without prejudice to Conditions 7.11.1 to 7.11.14 above, if the Contractor is unable to carry out and complete the Contractor's Design in accordance with the Contract, he shall submit to the Employer's Agent a notice justifying his position and requesting permission for the Contractor's Design to deviate in a manner specified in the notice. The Employer's Agent shall issue an Instruction to allow the deviation requested or otherwise agreed, in the terms he sees fit, where he is satisfied that such deviation does not render the Contractor's Design, or any part of it, unfit for the purpose or purposes described in the Employer's Requirements. The issue of any such Employer's Agents Instruction shall not be deemed to relieve the Contractor of any of his obligations under the Contract to any extent greater than is expressly noted in the relevant Employer's Agents Instruction.
- 7.11.16 The Contractor shall not deviate from the Employer's Requirements or the Contractor's Proposals without the written approval of the Employer or Employer's Agent.
- 7.11.17 If, before the formation of the Contract, the Employer accepts any amendments to the Employer's Requirements (including any value engineered savings proposed by either the Contractor, the Employer or one of the Employer's Consultants) both the Employer's Requirements and the Contractor's Proposals shall be modified to accommodate such amendments. In addition, the Contract Sum shall be increased or decreased as appropriate. Such amendments shall take precedence over the original Employer's Requirements.
- 7.11.18 Changes issued to the Contractor after the formation of the Contract shall be dealt with in accordance with the Conditions of Contract, as amended by the 'Schedule of Amendments to the JCT Standard Form of Contract', which is a separate document and forms part of the Employer's Requirements.

7.12 DESIGN LIFE

- 7.12.1 The design life of the structures and the building fabric shall be in accordance with the criteria as set out in specifications attached to the contract.
- 7.12.2 The Contractor shall be responsible for ascertaining the condition of all existing surfaces to which new work is to be affixed. The cost of all preparatory work in connection with existing retained surfaces shall be deemed to be included in the Contract Sum.

7.13 DESIGN DOCUMENT AND PRODUCT INFORMATION REVIEW, STATUS AND ACCEPTANCE PROCEDURES

- 7.13.1 The Contractor shall submit the required number of copies of Design Documents and Production Information to the Employer's Agent and/or the Employer's Compliance Team for review at least 15 working days before the date on which the Contractor intends to commence work to which such Design Documents relate to allow the Employer and/or the Employer's Compliance Team to raise queries, if any, through the Employer's Agent, and for the Contractor to respond. Any further relevant information which may be required by the Employer's Agent and/or the Employer's Compliance Team shall be provided by the

- Contractor on request by the Employer's Agent.
- 7.13.2 The Employer's Agent is to ensure that Design Document Review, Status and Acceptance Procedures are adhered to by the Employer and the Employer's Compliance Team.
- 7.13.3 All Design Documents and Production Information formally issued or submitted for approval by the Contractor shall be subject to the 'Review, Status and Acceptance Procedure' described in Conditions 7.11.4 to 7.11.23.
- 7.13.4 Upon receipt, Design Documents and/or Production Information will be reviewed by the Employer's Agent and/or the Employer's Compliance Team, as applicable, for their suitability, information and content, quality, overall co-ordination with all other relevant information pertaining to the Works, and conformance with the Contract requirements. Within 10 working days of receipt of Design Documents and/or Production Information from the Contractor, the Employer's Agent will return one set of all Design Documents and/or Production Information stamped or marked to reflect the status as either:
- (1) 'Green Status' = Accepted or No Comment: the Contractor shall execute the Works addressed by the Design Documents and/or Production Information in strict accordance with that Design Documents and/or Production Information;
 - (2) 'Amber Status' = Subject to Amendments Noted: the Contractor may execute the Works addressed by the Design Documents and/or Production Information in strict accordance with that Design Documents and/or Production Information, provided that the Employer's comments are incorporated into it and an amended copy of it is submitted to the Employer's Agent within 10 working days; or
 - (3) 'Red Status' = Rejected: The Contractor shall immediately take due account of the Employer's comments on the Design Documents and/or Production Information and shall forthwith resubmit it to the Employer in amended form for comment.
- 7.13.5 Should compliance with any amendment required by the Employer's Agent and/or the Employer's Compliance Team be considered by the Contractor likely to adversely affect the design of the Works, the Contractor shall give notice of objection to the Employer's Agent in sufficient detail to enable the objection to be properly evaluated. After evaluation, the Employer's Agent shall forthwith instruct the Contractor either to disregard or to take account of the comments to which the Contractor has objected, and the Contractor shall comply with such instruction.
- 7.13.6 Comments will be marked on all drawings and documents and clouded for clarity by the Employer's Agent and/or the Employer's Compliance Team. They will also be listed on a 'Design Document Comment Sheet', which, together with a copy of the marked-up Design Documents, shall be returned to the Contractor for action as required. Such comments shall be deemed to be a direction, notice or instruction by the Employer's Agent. Such comments shall not constitute a Change to the Contract.
- 7.13.7 Separate 'Design Document Comment Sheets' shall to be raised by the Contractor for each drawing and document to track the progress of information and provide a satisfactory audit trail. This process shall recur until all design documents achieve 'Green Status'. A summary schedule of design documents status shall be provided by the Contractor as part of the Contractor's Progress Report.
- 7.13.8 The Employer and Employer's Compliance Team shall examine the Design Documents provided by the Contractor and the Employer's Agent shall be entitled to reject a Design Document or Production Information as unsatisfactory only where he considers that:
- (1) The Design Document and/or Production Information is not in accordance with the Employer's Requirements or the Contractor's Proposals; or
 - (2) The Design Document and/or Production Information does not comply with any statutory requirements or regulations (including any Planning Approval, the Building Regulations and the Joint Fire Code and) or byelaws in force at the time the work is undertaken; or

- (3) If it is used for construction, it would render the Contractor's Design unfit for the purpose or purposes described in the Employer's Requirements.
- (4) The Design Document and/or Production Information contain insufficient information to confirm that it is in accordance with the Employer's Requirements.
- 7.13.9 The Employer's Agent shall give notice to the Contractor of the reasons why any Design Documents and/or Production Information are unsatisfactory. The Contractor shall immediately address the reasons given by the Employer's Agent and re-submit the Design Document and/or Production Information to the Employer's Agent in accordance with Condition 7.11.1 above.
- 7.13.10 The Employer shall not comment adversely on Design Documents and/or Production Information which complies with the statutory requirements and with the standards of workmanship and Products specified therein or in the Employer's Requirements (incorporating the Contractor's Proposals) or to be reasonably inferred therefrom.
- 7.13.11 If the Employer does not reject the Design Document and/or Production Information within the period or periods for the review of Design Documents set out in Condition 7.11.1 above, the Contractor may commence work in accordance with the Design Document. During the above period or periods, the Employer's Agent may raise such questions as he considers necessary in order to satisfy himself that a Design Document is in accordance with the Employer's Requirements and/or the Contractor's Proposals. Any consent given by the Employer, Employer's Agent and/or the Employer's Compliance Team shall not relieve the Contractor of any design liability under the Contract.
- 7.13.12 Notwithstanding the provisions of Conditions 7.11.8 and 7.11.9 above, Design Documents and/or Production Information submitted for Review which have not been returned by the Employer's Agent to the Contractor within 15 Business Days shall be deemed to have been returned to the Contractor marked 'Green Status'.
- 7.13.13 If the Employer, the Employer's Agent and/or the Employer's Compliance Team rejects a Design Document as unsatisfactory (i.e. awarded 'Red Status') in accordance with Condition 7.11.4 (3) and 7.11.8 above, the Contractor shall not commence the work to which the Design Document relates.
- 7.13.14 The Contractor shall respond promptly to any questions raised by the Employer's Agent in relation to any Design Document. The Contractor shall ensure that any necessary amendments are made to the Design Document without delay.
- 7.13.15 If a Design Document conflicts with the Employer's Requirements, each such difference must be the subject of a request for substitution or Change Instruction, which the Contractor must support with all relevant information.
- 7.13.16 The Contractor shall continue to resubmit Design Documents and Production Information to the Employer's Agent and/or the Employer's Compliance team until they have been awarded 'Green Status', and the Employer's Agent confirms that further resubmission is not required.
- 7.13.17 Should compliance any amendment required by the Employer's Agent and/or the Employer's Compliance Team be considered by the Contractor to involve a Change to the Employer's Requirements, which has not already been acknowledged as a Change Instruction by the Employer's Agent, the Contractor shall notify the Employer's Agent without delay and in any case within 5 working days. In such circumstances the Contractor shall not proceed with ordering, fabrication, erection or installation until subsequently instructed by the Employer's Agent. The Contractor shall notify the Quantity Surveyor of the cost effects of proposed Changes.
- 7.13.18 If, prior to compliance, the Contractor considers any amendment required by the Employer's Agent and/or the Employer's Compliance Team to be a Change which will cause delay to his progress, the Contractor shall immediately give notice to the Employer's Agent in accordance with the provisions of Clause 2.24 of the Conditions of Contract. Where the Employer's Agent concurs that such amendment would cause delay to the Contractor's progress, the Employer's Agent shall fix a revised Date for Completion in

accordance with Clause 2.25 of the Conditions of Contract. Where the Employer's Agent does not consider that amendment will cause a delay to the Contractor's progress, the Employer's Agent will not fix a revised Date for Completion. Should the Employer's Agent concur that the amendment constitutes a Change to the Employer's Requirements the Employer's Agent, if the amendment is still required by the Employer, shall issue a Change Instruction. The Contractor shall notify the Quantity Surveyor of the cost effects of proposed Changes.

- 7.13.19 Complete and final versions of all Design Documents and Production Information shall be produced by the Contractor and submitted to the Employer's Agent; within 5 working days of the 'Green Status' being awarded by the Employer's Agent.
- 7.13.20 The Contractor shall allow in his programme sufficient time for the review of Design Documents and Production Information by the Employer's Agent and Employer's Compliance Team and the correction thereof to enable completion of Works on or before the Date or Dates for Completion of the Works. The Contractor shall not be entitled to claim any additional payment or extension of the Date or Dates of Completion by reason of any late submission, or resubmission, of Design Documents and/or Production Information to the Employer's Agent and Employer's Compliance Team for review and consent.
- 7.13.21 7.13.21 In the event that the Contractor commences work on Site prior to receipt of the apposite Design Document or Production Information consent, it shall be at the Contractor's sole risk. The Employer's Agent shall be entitled to instruct the Contractor to remove, reconstruct, rectify and/or replace of Works not in conformance with the Contract. All costs incurred in the removal, reconstruction, rectification and/or replacement of Works not in conformance with the Employer's Requirements or Contractor's Proposals shall be borne by the Contractor and there shall be no consequential adjustment to the Contract Sum or to the Date or Dates for Completion.
- 7.13.22 Nothing in Conditions 7.11.1 to 7.11.21 above, including comments on Design Documents and/or Production Information by the Employer, the Employer's Agent and/or the Employer's Compliance Team shall diminish or relieve the Contractor of any obligation or liability under the Contract for any defect in any Design Document or Production Information, for any inconsistency between any Design Documents and/or any Production Information. All costs incurred resolving any inconsistency shall be borne by the Contractor and there shall be no consequential adjustment to the Contract Sum or to the Date or Dates for Completion.
- 7.13.23 In addition, any methods of construction implied by the Contractor's Design Documents and/or Production Information, including comments on the methods of construction by the Employer, Employer's Agent and/or the Employer's Compliance Team, shall not diminish or relieve the Contractor of any obligation or liability under the Contract for resolving any adverse implications resulting from the Contractor's construction method implied by such Contractor's Design Documents and/or Production Information. All costs incurred resolving such adverse implications shall be borne by the Contractor and there shall be no consequential adjustment to the Contract Sum or to the Date or Dates for Completion.

7.14 COMPLIANCE WITH STATUTORY AND OTHER OBLIGATIONS

- 7.14.1 The Contractor shall comply with and give all notices required by any Act of Parliament or any instrument, rule, or order made under any Act of Parliament or any regulation (including the Building Regulations) or bye-law made under any applicable law or made by any local authority or statutory undertaker which has jurisdiction in relation to the Works in force at the time the work is undertaken. Likewise, the Contractor shall comply with the requirements of all Health and Safety legislation and requirements for disabled persons imposed by the Local Authority. The Contractor shall pay all fees or charges required to be paid under any Act, instrument, rule, order, regulation or bye-law in respect of the Works and shall supply all drawings and plans required in connection with any such notices. The Contract Sum shall be deemed to include the amount of such fees and charges.
- 7.14.2 The Contractor shall seek and obtain the consent, permission or licence of any local authority, any statutory/authority undertaker, or any adjoining owners whose consent is

- necessary in connection with the Works, including resolving any reserved matters, in so far as not already obtained by the Employer. The Contractor shall pay any licence fee or charge required in connection with any such consent, permission or licence. The Contract Sum shall be deemed to include the amount of such fees and charges.
- 7.14.3 The Contractor shall be responsible for, and shall make good to the Employer, all costs and expenses reasonably and properly incurred by, and any damages awarded against, the Employer in connection with any claims or proceedings made or brought against the Employer by any person in respect of any fees, licence fees or charges legally demandable in connection with any notice, instrument, rule, order, regulation, bye-law, consent, permission or licence as referred to in Conditions 7.15.1 or 7.15.2 above.
- 7.14.4 Subject to Condition 7.15.5 below, the Contract Sum shall be deemed to include all costs incurred by the Contractor in complying with his statutory obligations and obtaining all necessary consents, permissions and/or licences and the amount of any fee, licence fee or charge incurred in accordance with Conditions 7.15.1 or 7.15.2 above.
- 7.14.5 The Employer shall reimburse to the Contractor (as part of the lump sum price for the relevant Change) the amount of any additional fee, licence fee, charge or other additional reasonable costs incurred in accordance with Conditions 7.15.1 and 7.15.2 above which was necessarily incurred in order to comply with a Change to the Employer's Requirements (i.e. as a consequence of an Employer's Agents Instruction).
- 7.14.6 The Contractor shall submit 2 copies of all consents, where available, to the Employer's Agent not later than 10 Business Days prior to the commencement of the relevant section of work on Site.
- 7.14.7 The Contractor shall allow in his programme sufficient time for obtaining all necessary consents, permissions and/or licences to enable commencement and completion of Works by the Date for Completion of the Works stated in the Contract Particulars.
- 7.14.8 In the event that the Contractor commences work on Site prior to receipt of the apposite consent, permission or licence, it shall be at the sole risk of the Contractor.
- 7.14.9 Should the Contractor fail to comply with any statutory requirement, the Contractor shall be responsible for all consequential costs arising due to his failure to comply.

7.15 DEVELOPMENT CONTROL REQUIREMENTS - PLANNING APPROVAL

- 7.15.1 The Employer shall be responsible for obtaining Planning Approval for the building development. A copy of which is included in the Employer's Requirements together with the planning conditions schedule.
- 7.15.2 The Contractor shall be responsible for discharging all identified planning conditions, satisfying all informatives attached to the planning consent and obtaining Planning Approval for the building development by obtaining a letter from the Planning Department. This will include discharge of any pre-commencement conditions.
- 7.15.3 The Contractor shall comply with any Construction related requirements and or restrictions imposed by the Section 106 Agreement and shall provide all necessary information to the Employer to assist in the resolution of the Section 106 Agreement. All information shall be provided in a timeous manner. The Section 106 Agreement is linked to the 103-109 Wardour Street development to ensure the provision of housing in accordance with the Local Plan.
- 7.15.4 The Contractor shall fully comply with the requirements of the Planning Approval.
- 7.15.5 The Contractor shall not alter, adapt or modify the design in any way that will require additional approval under the Town and Country Planning Act without first obtaining the written permission of the Employer. The Contractor shall not carry out any such qualifying adaptation or modification to the design without either:

- (1) An approval from the Local Authority Planning Department (hereinafter referred to as the "Planning Department"); and

- (2) The written consent of the Employer.
- 7.15.6 The Contractor shall not directly approach the Planning Department(s). All communication with the Planning Department(s) shall be through the Employer's Planning Consultant who will be the sole negotiator with the Planning Department(s). Notwithstanding this, the Contractor may be party to any correspondence and/or meetings with the Planning Department.
- 7.15.7 The Employer may wish to make an application for Planning Approval for Advertising Consent purposes. In the event that the Employer makes an application for Planning Approval for Advertising Consent purposes, the Contractor will be copied in with all relevant correspondence, including the original application.
- 7.15.8 The Contractor shall be responsible for obtaining all amendments, supplementary consents or the like to the Planning Approval(s) or other approvals as may be necessary to comply with the Employer's Requirements and the Contractor's Proposals.
- 7.15.9 The Contractor shall provide all information requested by the Employer, including drawings, to enable all amendments, discharge of consents, resolution of planning conditions, reserved matters, supplementary consents or the like to the Planning Approval(s) or other approvals to be obtained by the Employer. The Contractor shall be deemed to have allowed for all costs incurred by the Contractor in connection with obtaining all reasonable additional permissions/ approvals from Planning Departments.
- 7.15.10 The Contractor shall be responsible for acquiring and submitting samples to and obtaining agreement to the use of such samples from the Employer. The Contractor shall be responsible for obtaining agreement to the use of such samples from the Planning Department and notifying the Employers of such agreements in writing. The Contractor shall deliver and collect such samples from the Planning Department. The cost of delivering and collecting samples from the Planning Department shall be deemed to be included in the Contract Sum.
- 7.15.11 No amendment to the Contractor's Proposals necessary for compliance with any planning requirements will be treated as a Change in the Employer's Requirements. The Contractor must comply with the Planning Requirements at his own cost.
- 7.15.12 7.16.12 The Contract Sum shall be deemed to include for all costs incurred by the Contractor in respect of resolving planning matters.

7.16 DEVELOPMENT CONTROL REQUIREMENTS - BUILDING REGULATIONS

- 7.16.1 The Contractor shall carry out the Design and the Works in accordance with the requirements of the current Building Regulations. The Contractor will make a formal application for Building Control and shall assume control of managing the Building Control Process and be responsible for all submissions and obtaining full Building Regulations approval.
- 7.16.2 The Contractor is advised that the Employer has made no formal applications in respect of Building Regulations.
- 7.16.3 The Contractor shall submit the standard Forms of notice at the appropriate times as required under the Building Regulations.
- 7.16.4 The Plan and Inspection fee for Building Control will be paid by the Contractor and deemed included in their costs.
- 7.16.5 The Contractor shall provide the Employer with a copy of all his written correspondence with and/or applications to Building Control.
- 7.16.6 The Contractor shall produce all detailed calculations necessary and obtain formal discharge of all conditions relating to Building Regulations by obtaining a letter from the Council.
- 7.16.7 The Contractor shall supply the Employer with 1 copy of all drawings and calculations

- approved by Building Control covering the structural works prior to carrying out the particular elements.
- 7.16.8 The Practical Completion Certificate will not be issued by the Employer until the Final Certificate/ Cover Note, pertaining to the completed Works or completed Section of the Works, has been received from Building Control by the Employer confirming that the works have been carried out in accordance with the approval given. Copies of Approvals and Certificates shall be provided to the Employer as soon as they are obtained.
- 7.16.9 Where a dispute arises between the Employer and the Contractor concerning the interpretation of the Building Regulations, the dispute shall be referred to the Council whose decision shall be final and conclusive.
- 7.16.10 The Contractor shall allow access to the Site at all reasonable times by Building Control and/or the Employer and their respective representatives to enable them to inspect the Works for compliance with the Building Regulations and shall co-operate with Building Control and/or the Employer and their respective representatives in carrying out any Building Regulations audit of the Works.
- 7.16.11 The Contractor shall allow in his programme sufficient time for obtaining Building Regulations approval to enable commencement and completion of Works complying with this requirement to enable commencement and completion of the Works by the Works by the Date for Completion of the Works stated in the Contract Particulars.
- 7.16.12 The Contract Sum shall be deemed to include for all costs incurred by the Contractor in respect of resolving Building Regulation matters.

7.17 DEVELOPMENT CONTROL REQUIREMENTS - FIRE OFFICER'S CONSENT

- 7.17.1 The Contractor shall obtain all necessary Fire Officer's consents for the Works through the Building Control Officer.
- 7.17.2 The Contractor shall allow in his programme sufficient time for obtaining all necessary Fire Officer's consents for the Works to enable commencement and completion of Works by the Date for Completion of the Works stated in the Contract Particulars.
- 7.17.3 Where a dispute arises between the Employer and the Contractor concerning fire protection measures, fire compartmentalisation, or other matters relating to fire protection, the dispute shall be referred to the Fire Officer whose decision shall be final and conclusive.
- 7.17.4 The Contract Sum shall be deemed to include for all costs incurred by the Contractor in respect of Fire Officer's consents for the Works.

7.18 DEVELOPMENT CONTROL REQUIREMENTS - UTILITY SERVICES

- 7.18.1 The Contractor shall liaise with the statutory undertakers and fully co-ordinate the design and construction of all incoming services, including the need for any temporary diversion of existing mains services on or adjacent the Site.
- 7.18.2 The Contractor shall ensure that all utilities and other necessary services are in place both for the construction phase and for permanent operation following completion of the Works.
- 7.18.3 The Contractor shall, if applicable, negotiate the incorporation of specific construction details into the Design and the Works with the statutory undertakers. Any such details shall be to the approval of the Planning Department.
- 7.18.4 The Contractor shall provide information requested by statutory undertakers, including drawings, to enable easements, way leaves and/or licences necessary for the Works to be obtained by statutory undertakers. For example, where new and existing services or sewers pass under private land or where existing rights of way are extinguished. The Contractor shall pay all fees or charges required to be paid.
- 7.18.5 The Contractor shall verify and accommodate statutory undertaker's requirements, if any,

- to repair and/or carry out maintenance work to their services before the Works are completed.
- 7.18.6 The Contractor shall allow in his programme sufficient time for liaising with the statutory undertakers and co-ordinating incoming service, as well as for allowing the Employer's Legal Advisers their work in connection therewith, to enable commencement and completion of Works by the Date for Completion of the Works stated in the Contract Particulars.
- 7.18.7 The Contractor shall, in relation to the Site, be deemed to understand and have satisfied himself as to all the conditions and constraints imposed by statutory undertakers and shall not be entitled to claim any additional payment or extension of the Date or Dates of Completion by reason of any misunderstanding or misinterpretation of any condition and/or constraint imposed by a statutory undertaker.
- 7.18.8 The Contractor shall organise all works in connection with statutory services whether or not carried out by a statutory undertaker.
- 7.18.9 The Contract Sum shall be deemed to include for all costs in connection with the provision of all statutory services.
- 7.18.10 The Employer through their agents has commenced discussions with some statutory providers and the Contractor is to engage and establish the status of these discussions and ensure all costs are included in their tender.

7.19 CONSTRAINTS IMPOSED BY ADJOINING OWNERS

- 7.19.1 The site sits adjacent to existing properties which may have servicing and egress rights to the rear which need to be maintained at all times. The Contractor is to determine any works that are being undertaken prior to commencement on site and also establish any required temporary works as part of their tender.
- 7.19.2 The attached plans show the indicative locations of hoarding lines. All works except for those related to the surface finishes and associated drainage and services are to be carried out within the hoarding lines.
- 7.19.3 A temporary substation will be installed prior to a start on site. A permanent substation will then be provided as part of the works and all costs are to be included in the Contractors tender.
- 7.19.4 As soon as possible a turning head is to be established by the Contractor. All costs in connection with this are to be included as part of the tender
- 7.19.5 The Contractor shall be restricted to only those licences/ agreements to gain access on to or over adjoining owners land or airspace to carry out works to erect access scaffolding and for traversing over their land with a crane as obtained by the Employer. No other licences or agreements should be sought from adjoining owners.
- 7.19.6 The Contractor shall ensure they take account of all items contained within the Employers Requirements, Property Matters and allow for all costs associated with coordination, programming and logistics associated with any constraints imposed as a result of the Property Matters.

7.20 EXISTING SERVICES

- 7.20.1 Before starting, the Contractor shall be responsible for making his own enquiries of the statutory undertakers and/or other owners and check and ascertain the exact nature, extent, depth, size, positions and condition of all existing mains and services in the vicinity of, or in the area of, the Works.
- 7.20.2 The Contractor shall notify all statutory undertakers and/or adjacent owners of the proposed works not less than 7 Business Days before commencing Site operations.
- 7.20.3 The Contractor shall observe statutory undertakers' and/or other owners' requirements for

work adjacent to their existing services.

7.21 ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)

7.21.1

The Contractor shall operate an Environmental Management System (EMS). The EMS is required to be either third party certified to ISO14001/EMAS (, to an equivalent standard, or the structure of the EMS is in compliance with BS 8555 (Energy management systems) and has reached phase four of the implementation stage, 'Implementation and operation of the environmental management system', and completed phase audits one to four, as defined in BS8555.

7.22 CODE FOR SUSTAINABLE HOMES

7.22.1

NOT USED.

7.23 RATINGS FOR RETAIL AND OFFICES

7.23.1

NOT USED.

7.24 STRATEGY FOR WASTE MINIMISATION (SITE WASTE MANAGEMENT PLAN)

7.24.1

The Contractor shall comply with the Employer's requirements in respect of waste minimisation and management. The Contractor must ensure that objectives are pursued in order to minimise the adverse environmental effects of the scheme. The Contractor shall produce a Site Waste Management Plan describing his strategy for minimising waste (including Products and rework) and for measuring and monitoring waste arisings. The plan is to address:

- (1) Types and quantities of waste that will be generated;
- (2) Resource management options for these wastes including proposals for minimisation, reuse and recycling;
- (3) Waste recovery targets;
- (4) The use of appropriate and licensed waste management contractors; and
- (5) Record keeping procedures; and waste auditing protocols.

7.25 ENERGY RATING CALCULATIONS

7.25.1

Where required under the provisions of the Building Regulations, the Contractor shall carry out energy rating calculations.

7.26 ENERGY PERFORMANCE CERTIFICATE (EPC)

7.26.1

The Contractor shall comply with the requirements of the current Energy Performance of Buildings Directive and the Building Regulations. The Contractor shall procure an Energy Performance Certificate. Certification is to be undertaken by a member of an approved accreditation scheme. The Contractor shall submit details of the scheme name, the name and details of the Assessor, and evidence of the Assessors qualifications to the Employer's Agent when requested.

7.26.2

The Contractor shall design and construct Commercial Offices to achieve the EPC in the Employers Requirement's.

- 7.26.3 Each floor within the commercial space shall have its own EPC rating as well as the building as a whole. Each apartment shall have its own EPC rating. Each retail unit shall have its own EPC rating.

7.27 COLLATERAL WARRANTIES AND AGREEMENTS

- 7.27.1 The Contractor shall obtain a correctly completed and signed collateral warranties and agreements in accordance with the requirements of the Schedule of Amendments to JCT Standard Form Design and Build Contract 2011, which are a separate document and form part of the Employer's Requirements.
- 7.27.2 The Contractor shall procure collateral warranties and agreements from each sub-consultant, subcontractor and supplier and Consultant as amended by the Schedule of Amendments to JCT Standard Form Design and Build Contract 2011, which are a separate document and form part of the Employer's Requirements. Collateral warranties shall be executed as a Deed.
- 7.27.3 The Contractor shall bear all costs in connection with obtaining all collateral warranties and legal agreements required by the Employer in connection with the Works.
- 7.27.4 All external design consultants and/or sub-contractors or advisors engaged by the Contractor to produce designs or undertaking design work will be required to enter into a warranty in favour of the employer as per the format contained in the contract amendments. These must be provided contemporaneously with the Build Contract.
- 7.27.5 The Main Contractor shall confirm to the Employer's Agent in writing at time of tender that the proposed designers and other professional Consultants will enter into the aforementioned warranties, without amendment. The warranties shall be executed no later than 14 days after receipt of engrossments.
- 7.27.6 The Employer shall make no payment under the terms and conditions of the contract to the Contractor until the warranties have been executed by the Contractor and a copy submitted to the Employer's Agent.

7.28 PRODUCT COMPANY INSURANCE-BACKED GUARANTEES

- 7.28.1 Unless otherwise stated, or requested by the Employer, the Contractor shall obtain a correctly completed and signed product company insurance-backed guarantees from any supplier responsible for carrying out any part of the Contractor's Design or the Works prior to entering into a sub-contract or agreement with them.
Additional guarantees may be required from time to time and all costs are to be included in Contractors tender.
- 7.28.2 The Contractor shall bear all costs in connection with obtaining any insurance-backed guarantees from suppliers required by the Employer in connection with the Works.

7.29 EFFECT OF COLLATERAL WARRANTIES OR PRODUCT COMPANY INSURANCE BACKED GUARANTEES FROM SUB-CONSULTANTS, SUBCONTRACTORS OR SUPPLIERS

- 7.29.1 The Contractor's liability for any Design shall not be affected by any warranty or guarantee the Employer may obtain from any Subcontractor or Supplier of the Contractor.

7.30 POSTAL NUMBERING, BUILDING NAMES AND POSTCODES

- 7.30.1 NOT USED.

7.31 THE WORKS

7.31.1

Carrying out the Works:

- (1) The Contractor shall carry out and complete the Works in accordance with the Employer's Requirements and the Contractor's Design on or before the Date or Dates for completion.
- (2) The Contractor shall be deemed to have satisfied himself as to his ability to carry out and complete the Works in accordance with the Contract.

7.32 CDM REGULATIONS

7.32.1

The Contractor shall, in relation to the Works, perform the role of the "Principal Contractor" in accordance with the CDM Regulations.

7.33 COMPLIANCE WITH PROVISIONS RELATING TO THE CARRYING OUT OF THE WORKS

7.33.1

In carrying out the Works, the Contractor will comply with the provisions in the Employer's Requirements relating to the carrying out of the Works in:

- Part 2 – The Site and Existing Buildings.
- Part 3 – Description of the Works.
- Part 4 – Conditions of Contract.
- Part 5 – Provision, Content and Use of Documents.
- Part 6 – Communication and Document / Data Interchange.
- Part 7 – Contractor's Obligations.
- Part 8 – Management of the Works.
- Part 9 – Security Provisions.
- Part 10 – Health & Safety.
- Part 11 – Protection of the Works.
- Part 12 – Specific Limitations on Method, Sequence and Timing.
- Part 13 – Operation and Maintenance of Finished Buildings.
- Part 14 – Contractor's Costs

7.34 LANDFILL TAX

7.34.1

The Contractor shall be responsible for and pay all landfill tax howsoever arising in connection with the Contract. The Contract Sum shall be deemed to include all costs incurred by the Contractor in connection with landfill tax.

7.35 SUB-CONTRACTORS LIST

- | | |
|--------|---|
| 7.35.1 | The Contractor shall list all sub-contractors, consultants and suppliers as part of their Contractors Proposals that he intends to use for the project. Should there be more than one under consideration, all shall be listed. |
| 7.35.2 | The Employer reserves the right to refuse the use of any first tier sub-contractor, consultant or supplier for the project in which case the contractor will be allowed to offer an alternative if under consideration. |
| 7.35.3 | Sub-contractors, consultants, and suppliers are expected to operate in compliance with the Employer's codes of conduct at all times whilst engaged by the Employer. |

PART 8.0 MANAGEMENT OF THE WORKS

8.1 MANAGEMENT OF THE WORKS GENERALLY

- 8.1.1 The Contractor shall provide sufficient resources at all times to enable him to perform his obligations under the Contract.
- 8.1.2 All communications regarding this Contract shall be through the Employer's Agent. The Contractor must only act upon receipt of a formal written instruction issued solely by the Employer. Neither the Employer, the Employer's Agent or the Employer's Compliance Team shall be held accountable for works carried out by the Contractor, including his sub-consultants, subcontractors or suppliers) which have not been instructed in this manner.
- 8.1.3 In addition to the Employer and the Employer's Agent, the Contractor shall permit access to the Works by Employer's Compliance Team and such other representatives of the Employer as required and notified in advance. The capacity of any representative of the Employer, other than the Employer's Agent shall only be in an observing/ monitoring role; they are not empowered by the Employer to issue instructions.
- 8.1.4 The Employer reserves the right for access for his Letting Agents and prospective purchasers/ tenants during the Contract Period. Such visits shall be by prior appointment with the Contractor.

8.2 CONSIDERATE CONSTRUCTORS SCHEME

- 8.2.1 The Contractor shall comply with the requirements of the Considerate Constructors Scheme's Code of Considerate Practice.
- 8.2.2 Before starting work on Site, the Contractor shall register the under the Site Considerate Constructors Scheme and pay the appropriate fee.
- 8.2.3 The Contractor shall achieve a minimum compliance level of 'Performance Beyond Compliance' as defined by the Code. The Contractor shall provide documentary evidence of achievement when requested by the Employer's Agent.

8.3 INSURANCES

- 8.3.1 Before starting work on Site, the Contractor shall submit documentary evidence in the form of policies and receipts for all insurances required by the Conditions of Contract to the Employer, via the Employer's Agent.
- 8.3.2 The Contractor's insurance policies and premium receipts are to be made available for inspection by the Employer's Agent to ensure full compliance with the requirements of the Contract before the Contract is executed.
- 8.3.3 The Contractor shall prepare and maintain an 'Insurance Status Tracker' to show all the insurance policies applicable to the Works, together with the date on which the policy expires and the policy renewal date. The Contractor shall incorporate the latest, up-to-date, 'Insurance Status Tracker' in his monthly Progress Reports.

8.4 PROFESIONAL INDEMNITY

- 8.4.1 The Employer requires that the total design liability of the Contractor shall be insured by means of an acceptable Professional Indemnity as required by the JCT Standard Form Design and Build Contract 2011', which are a separate document and forms part of the Employer's Requirements. The Contractor shall submit full details of current Professional Indemnity Insurance.
- 8.4.2 The Contractor shall take out and maintain or otherwise provide Professional Indemnity Insurance in accordance with the requirements of the JCT Standard Form Design and Build Contract 2011'. The Contractor shall provide the Employer with evidence of the fulfilment

of this requirement within his Contractor's Proposals.

8.4.3

The Contractor, his design consultants and any subcontractor carrying out design work shall maintain Professional Indemnity Insurance for a period of not less than 12-years from the date of Practical Completion of the Works for the amount stated in the JCT Standard Form Design and Build Contract 2011'.

8.5 INSURANCE CLAIMS

8.5.1

If any event occurs which may, or could give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the Employer's Agent and the Insurers. The Contractor shall indemnify the Employer against any loss that may be caused by failure to give such notice.

8.5.2

The Contractor shall comply with the requirements of the 'Contractor's 'All Risks' and Third Party Liability - Claims Manual'. 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, the Contractor shall immediately give notice to the Employer, the Employer's Agent and the Insurers. The Contractor shall indemnify the Employer against any loss, which may be caused by failure to give such notice.

8.6 OWNERSHIP

8.6.1

Unless otherwise stated in the Employer's Requirements, materials arising from the Works shall become the property of the Contractor. The Contractor shall remove from Site materials arising as work proceeds.

8.7 CREDIT IN RESPECT OF MATERIALS ARISING FROM THE WORKS

8.7.1

Credits offered by the Contractor for materials arising from the Works are set out in the Pricing Document.

8.8 PRODUCTS IN TRANSIT INSURANCE

8.8.1

The Contractor shall indemnify the Employer against any loss that may be caused due to products (i.e. materials, plant and equipment, and the like) being lost in transit by taking out and maintaining transit insurance. The Contractor shall include the cost of all necessary transit insurances required for the Works.

8.8.2

For all Products to be transported, the Contractor shall submit the full details of the Product or Products being shipped to the Employer's Agent, including the:

- (1) Description of the product or products;
- (2) Value of product or Products;
- (3) Type of packing used and packed by whom;
- (4) Whether Full Container Load (FCL) – for sea freight (if applicable);
- (5) Maximum value of any one shipment;
- (6) Maximum value of Products at any one location during transit (e.g. temporary storage of product or products at port or other location off-Site);
- (7) Period between completion of final transit of 'critical' product or products (i.e. those

- 8.8.3 product or products whose loss, destruction or damage could adversely affect completion of the Works).
- All costs incurred due to the loss of products during transit shall be borne by the Contractor and there shall be no consequential adjustment to the Contract Sum or to the Date or Dates for Completion.

8.9 QUALITY MANAGEMENT

- 8.9.1 The Contractor shall maintain, for the duration of the Contract, the relevant quality management system certification referred to in his Contractor's Proposals.
- 8.9.2 The Contractor shall prepare and implement a Quality Plan in respect of his obligations under the Contract in accordance with Condition 8.9 (Project Quality Plan) below.

8.10 PROJECT QUALITY PLAN

- 8.10.1 The purpose of the Project Quality Plan is to define how the Contractor (i.e. the Supplier) intends to deliver products that meet the Employer's (i.e. the Customer's) quality expectations and the Supplier's quality standards.
- 8.10.2 The Contractor shall prepare and implement a project-specific Quality Plan to cover the performance of all the Contractor's obligations under the Contract which shall set out the specific quality practices, procedures, resources, methods of operation, and sequence of activities that are identified by the Contractor to satisfy all requirements relating to quality. The Project Quality Plan shall relate the generic requirements of the Contractor's quality management certification to the specific quality requirements of the Contract. The Quality Plan shall satisfy the requirements of BS EN ISO 9001:2008.
- 8.10.3 The Contractor's initial Project Quality Plan shall be submitted to the Employer's Agent within 20 Business Days of the execution of the Contract or the date of a 'Letter of Intent' issued to the Contractor by the Employer, whichever is earliest, and shall be prepared and maintained throughout the period of the Contract as a separate document.
- 8.10.4 The Project Quality Plan shall include the following:
- (1) Customer's quality expectations and requirements;
 - (2) Acceptance criteria, a prioritised list of criteria for the final product(s) that must be met before the Customer will accept the final product(s) (i.e. how the Employer's Requirements relating to quality are to be attained);
 - (3) Quality responsibilities, who is responsible for each of the aspect of quality of the final product(s) (i.e. the specific allocation of responsibilities, authority and resources during the period of the Contract and the specific documented procedures and instructions to be applied);
 - (4) Reference to any standards that need to be met;
 - (5) quality-control and audit processes to be applied to:
 - a. Sub-consultant, subcontractor and supplier selection;
 - b. Design;
 - c. Management of sub-consultant, subcontractor and supplier selection;
 - d. Product selection; and
 - e. Workmanship.
 - (6) Quality-control and audit process requirements (i.e. testing, inspection, examination and audit programmes at appropriate stages);

- (7) Change management procedures;
 - (8) Configuration management plan;
 - (9) Any tools to be used to ensure quality;
 - (10) The methods of for measuring the achievement of the Requirements relating to quality; and other actions necessary to meet the Employer's Requirements relating to quality;
 - (11) Organisational or programme quality management system and standards; and
 - (12) Configuration management and change control requirements (i.e. a documented procedure for alterations and modifications to the Project Quality Plan as the and when the Contractor's Design and Works proceed).
- 8.10.5 In addition, the Project Quality Plan shall define the content and performance criteria in respect of the Commissioning Plan and the Handover Plan to the Employer's Requirements.
- 8.10.6 The contents of the Project Quality Plan shall be consistent with all other requirements of the Contractor's quality management system and shall seek to ensure that the Requirements relating to quality are met.
- 8.10.7 The Contractor shall also evaluate the Project Quality Plans of his subcontractors and with a view to ensuring their compliance and compatibility with his Project Quality Plan.
- 8.10.8 The Employer shall also evaluate the Project Quality Plans of his sub-consultants and subcontractors and with a view to ensuring their compliance and compatibility with his Quality Plan. The Contractor shall submit the Project Quality Plans of his sub-consultants and subcontractors within 5 Business Days of a request.

8.11 QUALITY AUDITS

- 8.11.1 Upon the request of the Employer, the Contractor shall facilitate and allow the Employer and/or the Employer's Compliance Team to carry out an audit of the Contractor's quality management system certification and quality policy, or those of any certified sub-Consultant, subcontractor or supplier of the Contractor. The Employer shall give the Contractor at least 3 Business Days notice of any such audit requirement. The Contractor shall notify his sub-consultants and subcontractors of this audit requirement.

8.12 MANAGEMENT AND SUPERVISION GENERALLY

- 8.12.1 The Contractor shall provide all necessary on and off Site management and supervision.

8.13 CONTRACTOR'S SITE MANAGER

- 8.13.1 The Contractor shall employ or engage a competent Site Manager (or. Project Manager) for the entire duration of the Contract to supervise the execution of the Works on Site. The Site Manager shall have the authority to receive and action Instructions during the period of carrying out the Works. The Employer's Agent and/or the Employer reserves the right to ask for the Contractor's Site Manager to be changed if the person nominated by the Contractor should he be considered unsuitable, provided that such rejection is not unreasonable. Any decision of the Employer's Agent and/or the Employer shall be final and conclusive.
- 8.13.2 The Employer's Instructions given to the Contractor's Site Manager shall be deemed to have been given to the Contractor.
- 8.13.3 Except when required to attend the office of the Employer or the Employer's Agent, or

when reasonably absent from Site for other reasons, the Site Manager shall be in attendance at the Site during all working hours. When the Site Manager is not in attendance at the Site, the Contractor will so notify the Employer's Agent, stating the period of and reason for the absence, together with the name of the Site Manager's authorised deputy.

- 8.13.4 The Contractor shall not change the appointed Site Manager without the prior consent, in writing, of the Employer's Agent (which shall not be unreasonably withheld). The Contractor shall give the Employer's Agent at least 3 months' notice (or other period defined by the Conditions of Contract) of such a proposed change. Any replacement Site Manager offered by the Contractor shall be of similar ability, experience and qualification and shall be interviewed and approved in writing by the Employer's Agent and/or Employer. The Employer's Agent and/or the Employer reserves the right to reject the person nominated by the Contractor should he be considered unsuitable, provided that such rejection is not unreasonable. Any decision of the Employer's Agent and/or the Employer shall be final and conclusive.
- 8.13.5 If alterations to the appointed Site Manager take place for reasons outside the Contractor's control, the Contractor may engage a temporary replacement pending approval, provided that such temporary replacements are of similar ability, experience and qualification to the departing Site Manager. The Contractor's replacement Site Manager, whether temporary or permanent, shall be employed in parallel with the departing Site Manager for a minimum period of one month.

8.14 EMPLOYMENT OF WORKPEOPLE

- 8.14.1 The Contractor shall only employ workmen skilled in their respective trades and shall not employ juveniles or unskilled labourers in lieu of skilled workmen.
- 8.14.2 The Contractor shall not employ illegal aliens.
- 8.14.3 The Contractor must produce evidence to demonstrate that neither he nor his subcontractors or sub-consultants are employing or engaging people who are not legally entitled to work in the United Kingdom in connection with the Works when requested by the Employer's Agent. This includes companies employed by the Contractor to provide Site security services, Site housekeeping and all other non-construction related services in connection with the Works.

8.15 BEHAVIOUR OF PERSONS UNDER THE CONTROL OF THE CONTRACTOR

- 8.15.1 The Employer's Agent may at any time require the Contractor immediately to cease to employ or engage in connection with the performance of the Works any person under the control of the Contractor whose continued employment or engagement is in the opinion of the Employer's Agent is undesirable due to objectionable behaviour. The Contractor shall replace any such person with a person of similar ability, experience and qualification. For clarity, objectionable behaviour includes, but is not limited to, swearing, gestures, sexual and verbal harassment.

8.16 SUBCONTRACTORS

- 8.16.1 The Contractor shall be responsible for the co-ordination, supervision and administration of the design and construction works, including all sub-contracts.
- 8.16.2 In addition to the constant management and supervision of the design and construction works provided by the Contractor's Site Manager, the Contractor shall put all significant types of work under the close control of competent design manager(s), works package managers and trade supervisors to ensure maintenance of satisfactory quality and progress.
- 8.16.3 The Contractor shall arrange and monitor a programme with each sub-consultant, subcontractor, supplier, local authority and statutory undertaker, and obtain and supply

8.16.4

information as necessary for co-ordination of the Work.

The Contractor shall:

- (1) Ensure that all subcontractors undertaking Elements, or parts of Elements, of the Contractor's Design are provided with up-to-date copies of Design Documents and/or Production Information and/or other instructions issued by the Employer's Agent which relate to or affect the respective Element of the Contractor's Design, as well as copies of any subsequent revisions to such Design Documents and/or Production Information;
- (2) Ensure that all Elements of the Contractor's Design are adequately protected at all times during the course of and after completion of the Works, irrespective of whether such protection is actually provided by the Contractor or by any subcontractor appointed to carry out the work;
- (3) Co-ordinate the work of any two or more subcontractors on Site in connection with the Contractor's Design; with particular regard to the sequence and setting out of such work. The Contractor shall also co-ordinate and resolve any conflicts which might arise as a consequence of the detailed interpretation of Design Documents and/or Production Information and/or specific Employer's Requirement by operatives on Site;
- (4) Identify and allocate sufficient, competent and effective resources to specifically ensure the proper co-ordination and day-to-day management of the Works. This is deemed to be a critical success factor (CSF) to the success of the Project;
- (5) Co-ordinate all sub-contracted works, including Production Information (e.g. working drawings, shop fabrication drawings, and installation drawings) produced by the Contractor's subcontractors and suppliers, and Statutory Authorities. The Contractor shall agree and shall be responsible for the position of their work or Products.
- (6) Check all Design Documents and/or Production Information produced by any specialist subcontractor and review all other Design Documents and/or Production Information produced in connection with the Works and to identify discrepancies or omissions which might exist. Advise to the resolution of such matters and thereby expedite the Works;
- (7) Co-ordinate and incorporate into the Works the design proposals brought about by tenant requirements throughout the Contract Period;
- (8) Co-ordinate the sequencing and setting out of the work on Site; having particular regard to any conflicts, which may arise as a consequence of the detailed interpretation of Design Documents and/or Production Information and/or specific Employer's Requirement by operatives on Site;
- (9) Ascertain from the Design Documents and/or Production Information or other information the positions of chases, holes, mortises, recesses, fixings and the like which shall be required to be left or formed. Produce and issue combined co-ordinated builders work drawings to ensure there is no conflict with the sequence of each works section. No cutting of chases, holes, recesses, etc. the position of which should have been left or formed, shall be permitted without the permission of the Employer's Agent;
- (10) Notify and co-ordinate Statutory Authorities with the design and installation of their services on the Site. Co-ordination shall be deemed to include for providing the Statutory Authorities with sufficient information regarding line, level, etc., to suit the progress of the Works, irrespective of whether payments are made direct to the Statutory Authorities by the Employer;

- (11) Ensure that specialist subcontractors' design is co-ordinated with the Contractor's Design. Allow Contractor's Design Manager and Design Consultants sufficient time to comment (ideally at a Design Workshop/Meeting) and subsequent provision of comments to the specialist subcontractors. No work shall proceed until designs have attained the requisite approval;
- (12) Arrange and record all necessary meetings and workshops required to ensure that the Works are completed by the Date or Dates for Completion; and
- (13) Prepare and provide a co-ordinated master programme for the Works, which shall be updated to take account of circumstances arising and likely to effect the completion date throughout the Contract Period.
- (14) Ensure all appropriate personnel including subcontractors receive UXO Inductions.

8.17 CO-ORDINATION OF DESIGN SERVICES AND DESIGN

- 8.17.1 The Contractor shall employ or engage a suitably qualified and competent Design Manager(s) (hereinafter referred to as the 'Contractor's Design Manager') to co-ordinate the production of all Design Documents and/or Production Information required for each 'element' of the Contractor's Design. The Employer's Agent and/or the Employer reserves the right to ask for the Contractor's Design Manager to be changed if the person nominated by the Contractor should he be considered unsuitable, provided that such rejection is not unreasonable. Any decision of the Employer's Agent and/or the Employer shall be final and conclusive.
- 8.17.2 The Contractor's Design Manager shall arrange and manage regular design co-ordination workshops/meetings and procurement meetings or as required by the Employer's Agent.
- 8.17.3 The Contractor shall not change his appointed Design Manager without the prior consent, in writing, of the Employer's Agent (which shall not be unreasonably withheld). The Contractor shall give the Employer's Agent at least 2 months' notice of such a proposed change. Any replacement Design Manager offered by the Contractor shall be of similar ability, experience and qualification and shall be interviewed and approved in writing by the Employer, the Employer's Agent and the Employer's Compliance Team. The Employer's Agent and/or the Employer reserves the right to reject the Design Manager nominated by the Contractor should he be considered unsuitable, provided that such rejection is not unreasonable. Any decision of the Employer's Agent and/or the Employer shall be final and conclusive.
- 8.17.4 The Contractor shall manage the design process on behalf of the Contractor, ensuring all parties are up to date with design and construction information including change, risk and any value engineering. The Contractor shall be responsible for providing design information and for its issue in good time to avoid any delay to the project completion.

8.18 PLANNING CONDITION STATUS TRACKER

- 8.18.1 The Contractor shall produce, implement and maintain 'Planning Condition Status Tracker'. The Tracker shall list all Planning Conditions and Reserved Matters to be resolved. It shall also include details of all Section 106 Agreements, Section 278 Agreements (if applicable) and any other planning matter to be resolved and or closed-out for which the Contractor is responsible under the Contract. Dates, current status, and next actions required, and by whom are to be included in the Tracker. The Contractor shall incorporate the latest, up-to-date, 'Planning Condition Status Tracker' in his monthly Progress Reports

8.19 DESIGN MANAGEMENT PLAN

- 8.19.1 The Contractor shall formulate a 'Design Management Plan' which should be available on request within 20 Business Days of the execution of the Contract or the date of a 'Letter of

Intent' issued to the Contractor by the Employer, whichever is earliest. The Plan shall cover, but is not restricted to, the following:

- (1) Details of the Contractor's Design Team, including the Contractor's Design Manager;
- (2) Design Programme;
- (3) Who is to do what and by when;
- (4) Schedule of key dates for review of design performance check – both internal and external review (i.e. compliance with the Employer's Requirements, value engineering analysis, health and safety issues, completeness of design, etc.);
- (5) Method of Design Document production;
- (6) How the design will be co-ordinated, including production of 3D design model;
- (7) The size and format of drawings and schedules;
- (8) Schedules of drawings, specifications and schedules to be produced by each design discipline and/specialist;
- (9) Transfer of design data by information technology; and
- (10) Schedule(s) of Design Document and Production Information release dates, incorporating document status tracker.

8.19.2 The Contractor shall maintain, review and update his Design Management Plan at regular intervals, and submit updated copies to the Employer's Agent on request.

8.20 DESIGN PROGRAMME AND DESIGN DOCUMENT RELEASE/STATUS SCHEDULE

- 8.20.1 The Contractor shall produce, implement and maintain a 'Design Programme' within 20 Business Days of the execution of the Contract or the date of a 'Letter of Intent' issued to the Contractor by the Employer, whichever is earliest. The Design Programme is to be made available to the Employer's Agent upon request.
- 8.20.2 The Contractor shall also produce, implement and maintain a 'Design Document Release/Status Schedule' in conjunction with the Design Programme. This schedule shall list the Design Documents and Production Information to be produced by the Contractor, the date when they are to be submitted to the Employer's Agent and the Employer's Compliance Team for review and comment, and their status. The Contractor shall incorporate the latest, up-to-date, 'Design Document Release/Status Schedule' in his monthly Progress Reports.
- 8.20.3 In the case of works which are the subject of Provisional Sums, the Contractor shall, as soon as reasonably practicable and consistent with the Contractor's obligations, advise the Employer's Agent of the dates upon which instructions/information is/are required in order that the Contractor may complete the Works on time.

8.21 CONTRACTOR'S DESIGN CONSULTANTS

- 8.21.1 The Contractor shall employ or engage (novation) suitably qualified and competent Design Consultants (hereinafter referred to as the 'Contractor's Design Consultants') as necessary, to carry out and complete the design of the Works.
- 8.21.2 The Contractor shall not change his appointed Design Consultants, or key members of the Design Consultant's team, without the prior consent, in writing, of the Employer's Agent (which shall not be unreasonably withheld). The Contractor shall give the Employer's Agent

at least 2 months' notice of such a proposed change. Any replacement Design Consultant, including key members of the Design Consultant's team, offered by the Contractor shall be of similar ability, experience and qualification and shall be interviewed and approved in writing by the Employer, the Employer's Agent and the Employer's Compliance Team. The Employer's Agent and/or the Employer reserves the right to reject the Design Consultant, or any key member of the Design Consultant's team, nominated by the Contractor should they or he be considered unsuitable, provided that such rejection is not unreasonable. Any decision of the Employer's Agent and/or the Employer shall be final and conclusive.

8.21.3 The Contractor's Design Consultants shall attend regular design co-ordination workshops/meetings and procurement meetings arranged by the Contractor's Design Manager and/or by the Employer's Agent.

8.21.4 The Contractor shall allow for all costs and disbursements in connection with the Contractor's Design Consultants attending all workshops and meetings in connection with the Works, including those that take place off-site.

8.22 CO-ORDINATION OF BUILDING ENGINEERING SERVICES

8.22.1 The Contractor shall employ or engage a Services Co-Ordinator, a competent Building Engineering Services Engineer to ensure that the design and installation of mechanical and electrical engineering services is fully co-ordinated with the architectural and structural engineering designs.

8.22.2 The Services Co-Ordinator shall;

- (1) Liaise with the Contractor's Design Manager to ensure the latest architectural and structural information is used at all times.
- (2) Establish the layering convention to be used by all building engineering systems installers.
- (3) Agree with the Contractor's Design Manager and all building engineering services work package contractors a programme for the production of installation drawings by each building engineering services work package contractor, as well as the co-ordinated working drawings, installation drawings, builder's work information and builder's work details.
- (4) Manage the production of co-ordinated working drawings showing all the building engineering systems installations along with architectural, builder's work and structural information. Update the co-ordinated drawings as necessary to incorporate spatial design changes instigated by the Contractor or any of the Contractor's building engineering services work package contractors.
- (5) Check the co-ordination of all building engineering services on the co-ordinated drawings.

8.23 PROCUREMENT MANAGER

8.23.1 The Contractor shall prepare and submit his initial 'Procurement Plan/Status Tracker' to the Employer's Agent. The Procurement Plan/Status Tracker shall cover, but is not restricted to, the following:

- (1) Title of work package, or consultancy service, to be procured;

- (2) Brief summary of work package and/or consultancy service content;
- (3) List of work package contractors (subcontractors or suppliers), or consultancy services, selected by the Contractor to tender for the work package/design service;
- (4) Name of successful work package contractor and/or consultancy service;
- (5) Key dates:
- Invitation to tender date – programmed and actual;
 - Tender return date – Programmed and actual;
 - Appointed – Programmed and actual;
 - Commencement date – Programmed and actual;
- (6) Status of work package/consultancy service procurement.
- 8.23.2 The Contractor shall maintain, review and update his Procurement Plan/Status Tracker at regular intervals. The Contractor shall incorporate the latest, up-to-date, 'Procurement Plan/Status Tracker' in his monthly Progress Reports.

8.24 RISK MANAGEMENT

- 8.24.1 The Contractor shall formulate and maintain a 'Risk Action Plan/Status Tracker', which shall be submitted to the Employer's Agent within 20 Business Days of the execution of the Contract or the date of a 'Letter of Intent' issued to the Contractor by the Employer, whichever is earliest. The format, content and structure shall be agreed with the Employer's Agent. Regular risk review meetings shall be arranged and held by the Contractor. The Contractor shall invite the Employer's Agent and the Employer's Compliance Team to all such meetings.

8.25 ADEQUATE NOTICE

- 8.25.1 The Contractor shall give adequate notice to all sub-consultants, subcontractors, suppliers, the Local Authority and Statutory Undertakers and to all others directly engaged by the Employer when their respective works can and should proceed and provide them with information necessary for the efficient and accurate execution of their works. Failure by the Contractor to allow adequate notice shall not be considered as grounds for extension of time or additional expense.

8.25 POINTS OF CONTACT WHEN OUTSIDE OF NORMAL WORKING HOURS

- 8.25.1 The Contractor shall provide the Employer's Agent with the mobile telephone numbers of key personnel who may be contacted at all times during the day and night should emergencies arise in connection with the Works which need immediate action by the Contractor. This does not imply that the Employer's Agent shall have any obligation to deal with any emergencies which may arise.

8.27 EMPLOYER'S COMPLIANCE TEAM AND OTHER CONSULTANTS

- 8.27.1 The Employer will appoint a team of consultants to monitor the quality of the Works, to ensure that they have been designed and constructed by the Contractor fully in accordance with the Employer's Requirements. This team shall be referred to as the 'Employer's Compliance Team'. The composition and the names of such consultants that will comprise the Employer's Compliance Team shall be notified to the Contractor by the Employer or the Employer's Agent. The Employer's Compliance Team shall include the Employer's Agent.

- 8.27.2 The Employer may from time to time appoint other consultants to advise the Employer in relation to the Works (including the design thereof). The names of such consultants shall be notified to the Contractor from time to time by the Employer or the Employer's Agent.

8.28 ASSISTANCE TO EMPLOYER'S COMPLIANCE TEAM AND OTHER CONSULTANTS

- 8.28.1 The Contractor shall provide the Employer's Compliance Team and other consultants reasonable assistance in the performance of their duties and shall liaise with them as necessary (or as the Employer, or the Employer's Agent directs) in connection with the Works (including the design thereof).

8.29 UTILITY SERVICES STATUS TRACKER

- 8.29.1 The Contractor shall produce and submit a 'Utility Services Status Tracker' to the Employer's Agent within 20 Business Days of the execution of the Contract or the date of a 'Letter of Intent' issued to the Contractor by the Employer, whichever is earliest. The Tracker shall address both permanent and temporary mains services provided by Statutory Undertakings.
- 8.29.2 The Contractor shall maintain, review and update his Procurement Plan/Status Tracker at regular intervals. The Contractor shall incorporate the latest, up-to-date, 'Procurement Plan/Status Tracker' in his monthly Progress Reports.

8.30 MANAGEMENT OF TESTS AND INSPECTIONS

- 8.30.1 The Contractor shall produce and submit a 'Test and Inspection Plan/Status Tracker' to the Employer's Agent within 30 Business Days of the execution of the Contract or the date of a 'Letter of Intent' issued to the Contractor by the Employer, whichever is earliest.

8.31 COMMISSIONING PLAN AND PROGRAMME

- 8.31.1 The Contractor shall agree with the Employer's Agent and the Employer's Compliance Team a programme for the completion of the commissioning of the series installations.
- 8.31.2 The Contractor shall give at least 7 Business Days notice, in writing, to the Employer's Agent and the Employer's Compliance Team before the commencement of commissioning, so that the Employer's Agent and Employer's Compliance Team can be in attendance when undertaken.
- 8.31.3 The Contractor shall prepare and implement a Commissioning Plan, including a Commissioning Programme; this being a strategy document describing the procedures, sequences, performance requirements, and deliverables associated with all aspects of the testing, commissioning and proving of processes demonstrating achievement of the Employer's Requirements. The Contractor's attention is drawn to the Employer's Requirements for testing, commissioning, operation and acceptance of mechanical and electrical engineering services, which includes a 'Black Building test'. The Contractor shall submit the Commissioning Plan to the Employer's Agent when requested.
- 8.31.4 At commencement of commissioning, the Contractor shall provide the Employer's Agent with all relevant Design Documents and preliminary performance data at the commencement of commissioning to enable the Employer's staff to familiarise themselves with the installations.
- 8.31.5 The Contractor shall carry out seasonal commissioning (i.e. return to Site during the Rectification Period carry out commissioning checks (e.g. during the summer season, if building originally commissioned in the winter season). Such commissioning shall fully comply with the requirements of the Environmental Assessment Method (i.e. BREEAM) and Code for Sustainable Homes (CfSH).

8.31.6 The Contractor is to ensure that all facilities required for the proper completion of the test and commissioning activity are available.

8.31.7 In addition, the Contractor shall bear all costs in connection with operational demonstrations after the completion of testing and commissioning procedure(s). The operational demonstration is required for all plant and building engineering services installations and is to include for a refresher course if deemed necessary. The demonstrations will be made to the Employer's Building/ Facilities Management Team, the Employer's Maintenance Contractor and tenants prior to the issue of the Certificate(s) of Completion of Rectification Period. The demonstrations are to clarify and amplify the information contained in the Health and Safety File.

8.32 INDEPENDENT COMMISSIONING SPECIALIST

8.32.1 The Contractor's shall engage all necessary independent commissioning specialists to undertake the commissioning of the building, including all building engineering services. The Contractor shall provide all necessary attendance to the independent commissioning specialist(s).

8.32.2 The Contractor shall bear all costs in connection with employing independent commissioning specialists to validate the commissioning of the Work.

8.33 COMMISSIONING RECORDS

8.33.1 Records of all commissioning works undertaken are required to be maintained (and that commissioning is completed at the appropriated time in the construction process and to manufacturers' etc. instructions) and are to be included in the Health and Safety File.

8.33.2 The Contractor is advised that all certification documentation is to be submitted to the Employer's Agent for agreement prior to any part or parts of the installations are offered for inspection or handover.

8.34 HANDOVER PLAN

8.34.1 The Contractor shall prepare and implement a Handover Plan; this being a strategy document describing the procedures, sequences, performance requirements, and deliverables associated with all aspects of inspection, snagging, final inspection, pre-Handover and Handover requirements, demonstrating achievement of the Employer's Requirements. The Contractor shall submit the Handover Plan to the Employer's Agent when requested.

8.34.2 The Contractor shall phase Inspections and Handovers.

8.34.3 The Contractor shall provide the Employer and Employer's Agent with at least 6 weeks advance written notice of the anticipated Handover date or dates and at least 4 weeks written notice of a firm Handover date or dates.

8.35 NEIGHBOURLY RELATIONS

8.35.1 The Employer's policy is to promote good neighbourly relations within the areas in which they are working.

8.35.2 The Contractor shall operate a good neighbour policy and will partake in the Considerate Builders Scheme run by the Council. In addition, the Contractor shall publish, if required, a monthly newsletter and circulate to a distribution list to be agreed with the Employer.

8.35.3 The Contractor is to allow for all matters in respect of communicating with the local residents, community groups and client representatives. This may include out of hours meetings and presentations in order to keep all effected Parties up to date with the progress, to field complaints and questions that may arise during the construction period.

The Contractor is to allow in the Contract Sum to satisfy minor requests from the Neighbours following the discussions during the Works. The Contractor will take all steps to continue good neighbourly relations.

8.36 NON-DISCRIMINATION

- 8.36.1 The Contractor is reminded of the provisions of the Race Relations Act 1976 (Amended) and the Sex Discrimination Act 1975 (Amended).
- 8.36.2 The Employer has adopted equal opportunities policies in its working practices and is opposed to any discrimination on the grounds of colour, race, sex, ethnic or national origin, gender, disability or health (including HIV+ status), sensory or speech impairment, age, sexual orientation, religion or marital status and will not tolerate discriminatory behaviour by Contractors or subcontractors.
- 8.36.3 Contractors must ensure that their employees and their sub-consultants and subcontractor's employees do not cause abuse or harassment while engaged by the Employer.
- 8.36.4 The Contractor is required to take prompt and firm action against any employee causing abuse or harassment.
- 8.36.5 The Employer requires that material of a pornographic nature must not be displayed within the Site.

8.37 WORKING AREAS

- 8.37.1 The Contractor shall exercise proper control over workpeople, whether in his own employment or that of sub-consultants or subcontractors, and prevent their trespassing beyond the immediate vicinity of the work in hand.

8.38 CONSENT(S) TO ACCESS OR USE ADJOINING PROPERTY

- 8.38.1 Prior to commencing work on any external areas, party/boundary walls, structures and/or fences, the Contractor shall ensure, in all cases, that all necessary consents have been obtained from all adjoining owners and shall comply with the terms and conditions of such consents. The Contractor shall liaise with the Employer and Employer's Agent as required.
- 8.38.2 The Contractor shall take all precautions to protect the occupiers of adjacent land or buildings in the vicinity and the general public from any discomfort, disturbance, trespass or nuisance whatsoever or howsoever arising from the Works. The Contractor's attention is drawn to the Requirements relating to security, health and safety and protection elsewhere in the Employer's Requirements.
- 8.38.3 The Contractor shall be responsible, in all cases, for obtaining permission as necessary from the Council if requiring to erect scaffolding on or otherwise use the public highway. In addition, the Contractor shall be responsible for ascertaining the position related to the traversing of crane jibs, if required over public highways. The Contractor shall obtain all necessary consents, in so far that they have not already been obtained by the Employer, and for complying with the terms and conditions of such consents (including those obtained by the Employer).
- 8.38.4 The cost to the Contractor of obtaining permission from WCC and for complying with the terms and conditions of such consents along with any consents obtained by the Employer shall be deemed to be included in the Contract Sum.

8.39 CONTRACTOR'S INDEMNITIES

- 8.39.1 The Contractor shall not allow any person or persons on the Site of the works for any reason other than activities necessary for the performance of the works without the prior consent in writing of the Employer first having been obtained, the giving of such consent to be at the sole discretion of the Employer.
- 8.39.2 Notwithstanding that the Employer gives his consent as aforesaid, the Contractor shall indemnify and hereby indemnifies the Employer, his officers and servants from and against all expenses, liabilities, losses, claims or proceedings, in respect of any injury or damage whatsoever to any property real or personal and against any liabilities, losses, claims or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whatsoever arising out of or in the course of or caused by the activities for which the said person or persons are present on the Site.
- 8.39.3 The Contractor shall also ensure that the presence of such person or persons on the Site will in no way affect the peaceable or quiet enjoyment of the occupiers of adjacent, adjoining or neighbouring properties.

8.40 EXISTING SERVICES

- 8.40.1 The Contractor shall agree with statutory undertakers their requirements for the diversion of existing sewers and services, temporary disconnections, and all connections to existing sewers and services, including obtaining "building over" licences. The timing of any temporary disconnections shall be as directed by the Employer's Agent.
- 8.40.2 Should any connections to, or relocation of, existing services in active use require to be temporarily disconnected, then the Contractor shall schedule and co-ordinate such works with the appropriate statutory undertaking. In no case are services to be left disconnected at the end of a Business Day or weekend, unless authorised, in writing, by a representative of the statutory undertaking concerned. Any damage to existing utilities caused during the course of the Works or damage to utilities installed in this project are to be repaired at the Contractor's expense.
- 8.40.3 The Contractor shall ensure that continuity of services to adjacent buildings is maintained throughout the Contract Period.
- 8.40.4 The Contractor will be deemed to have ascertained for himself if any other service mains that traverse the Site.
- 8.40.5 In the event of services being encountered during the Works, whether live or not, the Contractor shall immediately notify the Employer and take all necessary steps to maintain these services until inspected by the Employer's Agent or other Employer's Representative. The Contractor shall make good at his own expense, any damage caused to existing services during the execution of the Works.
- 8.40.6 The Contract Sum shall be deemed to include for all costs in connection with the diversion of existing sewers and services, temporary disconnections, and all connections to existing sewers and services.

8.41 TRAFFIC REGULATIONS

- 8.41.1 The Contractor shall ascertain and comply with all Traffic Regulations affecting the Site.

8.42 ACCESS TO THE SITE

- 8.42.1 The Contractor shall maintain a clean and uninterrupted access to adjacent properties and ensure that no physical disruption to the movement of goods or operatives to or from the adjacent properties is occasioned by the Works. The costs of complying with these requirements shall be deemed included within the Contract Sum.

8.43 DOCUMENT CONTROL

- 8.43.1 The Contractor shall keep and maintain, on Site, one complete set of the Contract Documents, one copy of each Design Document and Production Information and one copy of the Contract Pricing Documents (including the Contract Sum Analysis, Contract Cost Plan(s) and all supporting pricing information). Documents to be retained on Site shall include all subcontractor drawings, specifications, schedules, shop drawings and sub-contract pricing documents.
- 8.43.2 The Contractor shall keep all documents in good order and make available to the Employer and the Employer's Compliance Team when requested. The Contractor shall put in place a filing system and ensure that all documents are kept up-to-date by replacing obsolete pages or drawings with revised pages or drawings as they are prepared.
- 8.43.3 None of the documents hereinbefore mentioned shall be used for any purpose other than this Contract. The ownership and copyright of all Design Documents and Production Information shall vest in the Employer.

8.44 INFORMATION REQUIRED BY THE CONTRACTOR

- 8.44.1 The Contractor shall be responsible for making written requests to the Employer's Agent in good time for information required for the purpose of the Contract and in accordance with the programme. This shall be monitored through an agreed process and tracked by the Contractor. Any instructions, drawings, levels or other information required to be provided to the Contractor will be provided in due time upon written request provided that such information is not requested unreasonably distant from, nor unreasonably close to the date on which it is necessary for the Contractor to receive the same.
- 8.44.2 The Contractor shall raise any queries about matters that might affect his obligation to complete the Works fully in accordance with Employer's Requirements. Such questions shall be issued, in writing, to the Employer's Agent on a regular basis. The Contractor shall allow a minimum of 5 Business Days for the response of the Employer's Agent.

8.45 PROGRAMME

- 8.45.1 The Contractor shall develop from his draft programme of works (submitted at time of Tender) and prepare a fully logic linked design, procurement and construction programme for the Works as required by the Conditions of Contract. The programme is to ensure that any method statements provided are included within the programming sequence.
- 8.45.2 The Programme, unless agreed otherwise in writing by the Employer's Agent, shall be in bar chart form with a time scale of calendar weeks dated according to the Monday beginning each week and numbered from the week containing the Date of Possession. In addition, and supplementary, to the bar chart, the Contractor shall produce a critical path analysis that correlates with the information and times incorporated in the bar chart. The Programme shall show building and engineering services works linked to the production information and procurement schedules.
- 8.45.3 The Programme shall show at least the level of detail to identify the sub-elements of each separate part of the work. The Programme shall also show the earliest and latest start and finish dates for each event and identify the critical path, critical events, float time and all critical dates.
- 8.45.4 The Programme shall show the sequence in which the Contractor proposes to carry out his obligations under the Contract, taking account of the Employer's specific sequencing Requirements. The Programme must make allowance for the following:
- (1) The day or days on which possession of the Site is required;

- (2) Pre-construction Work activities, including the production of Design Documents and Production Information;
- (3) Planning and site mobilisation by the Contractor;
- (4) Managing and completing the design and production information required of the Contractor, and the Contractor's Design Consultants, subcontractors and suppliers, and utilities providers allowing a realistic time buffer for utilities providers as they tend to require historically. Allow for submission to the CDM Co-ordinator for comment, inspection by the Employer's Agent, and any subsequent amendment(s), resubmission(s) and re-inspection(s);
- (5) Key information required by dates (including Employer's Instructions);
- (6) Sequence of work of design, construction, relocation and deconstruction of any temporary works;
- (7) Works, including design, carried out by the Contractor and his sub-consultants, subcontractors and suppliers (incorporating and co-ordinating sub-consultants', subcontractors' and suppliers programmes into the master programme).
- (8) Works, including design, carried out by Statutory Authorities;
- (9) Procurement of labour and plant to be employed;
- (10) Procurement of sub-contracted works, and products;
- (11) Fabrication periods;
- (12) Dates by which Employer acceptance of Design Documents and/or production information and samples are required;
- (13) Work resulting from instructions issued in regard to the expenditure of provisional sums;
- (14) Work by or on behalf of the Employer and concurrent with the Contract the nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Employer's Requirements;
- (15) Running in, adjustment, commissioning and testing of all building engineering and utility services and installations;
- (16) Completing 'Black Testing';
- (17) Final testing and commissioning;
- (18) Handover Requirements;
- (19) Training of Employer's Facilities Management Team;

- (20) Post completion maintenance period;
- (21) Rectification Period; and
- (22) All other events which, in his opinion, the Contractor considers are critical to the satisfactory completion of the Works.
- 8.45.5 In addition, the Programme shall address all matters necessary to achieve the Date or Dates for Completion, including any site constraints and Sectional Completion Requirements, including the constraints imposed by the Project Agreements.
- 8.45.6 Where and to the extent that the programme implications for Work which is not so defined are impossible to assess, the Contractor should exclude it from his programme and confirm this when submitting the Programme.
- 8.45.7 The Contractor shall submit 2 no. hard copies and an electronic version of the Programme and Critical Path Analysis (CPA), each to the Employer, the Employer's Agent, and shall circulate the electronic version to the Cost Manager and each member of the Compliance team.

8.46 SHORT-TERM PROGRAMMES

- 8.46.1 In addition to the Programme, the Contractor shall produce series of short-term or operational programmes derived from the Programme; showing a greater degree of detail, the relationship with preceding and following work and any relevant limitations defined in the Contract. Short-term programmes will cover a 6 week period overlapping by two weeks.

8.47 COMMISSIONING PROGRAMMES

- 8.47.1 Within 10 weeks of site start, the Contractor shall submit a commissioning programme for approval by the Employer's Agent and Compliance team. This should show the areas for sectional completion separated for the purposes of commissioning, and how the systems will be re-balanced and proven to the services engineers in the compliance team.

8.48 MONITORING AND RECORDING PROGRESS

- 8.48.1 The Contractor shall regularly record progress of the Works on a copy of the Programme kept on Site, which shall be displayed in the Site offices of the Contractor. The Programme shall be available for inspection on Site by the Employer, the Employer's Agent and Employer's Compliance Team during normal working hours and be at a level of detail required by the Employer's Agent whose decision shall be absolute.
- 8.48.2 The Contractor shall also establish, on a continuous rolling basis, his intended progress over the forthcoming 6 week period.
- 8.48.3 If any circumstances arise which may affect the progress of the Works, the Contractor shall submit to the Employer's Agent proposals or take other action as appropriate to minimize any delay and to recover any lost time. In such circumstances, the Contractor shall produce recovery programmes to demonstrate he will complete the Works by the Date or Dates of Completion stated in the Contract.
- 8.48.4 Nothing stated in, or implied from, Conditions 8.43.1 to 8.43.3 above shall relieve the Contractor from any of his obligations or liabilities under the Contract.

8.49 COMMENCEMENT OF WORK

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| 8.49.1 | The Contractor shall give the Employer's Agent a minimum notice, in writing, of 20 Business Days before the proposed date for commencement of work on Site. |
| 8.49.2 | The Contractor's attention is drawn to his obligations under the Construction (Design and Management) Regulations and should note that the Works cannot commence until such time as the Health and Safety Construction Phase Plan has been sufficiently developed for the CDM Co-ordinator to recommend commencement to the Employer. |
| 8.49.3 | The Contractor shall liaise with the CDM Co-ordinator identified in the Employer's Requirements. |

8.50 WORKING IN ADVERSE WEATHER CONDITIONS

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| 8.50.1 | The Contractor shall maintain continuity of working and productivity during adverse and 'exceptionally' adverse weather conditions. |
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8.51 EMPLOYER'S AGENTS PROGRESS MEETINGS

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| 8.51.1 | The Contractor's Site Manager shall attend regular progress meetings held by the Employer's Agent to assess the progress of the Works or any relevant Section, and to facilitate their due and satisfactory completion by the Date or Dates of Completion. The Contractor shall inform sub-consultants, subcontractors and suppliers when their presence is required. |
| 8.51.2 | Unless otherwise agreed by the Employer's Agent, progress meetings shall be held on Site. |
| 8.51.3 | The Contractor shall provide a suitable office with table and chairs for the progress meetings. |
| 8.51.4 | The Contractor shall provide appropriate and sufficient refreshments, including biscuits, hot sandwiches and/or rolls, at all progress meetings. The Contract Sum shall be deemed to include the cost of providing such refreshments. |
| 8.51.5 | An initial meeting shall be held, and thereafter progress meetings shall be held at monthly intervals unless instructed to the contrary by the Employer's Agent. The Employer's Agent shall specify the time and place of the Progress Meeting. |
| 8.51.6 | The Employer's Agent shall act as Chairperson and will also take and distribute minutes. |

8.52 MINUTES OF PROGRESS MEETINGS

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| 8.52.1 | The minutes of progress meetings shall be a contractual record for the purposes of this Contract. Should any party disagree with the contents of any minutes, and notification of such disagreement is not included within the subsequent minutes, the party shall notify the Employer's Agent, in writing, of such disagreement. The Employer's Agent shall distribute a copy of any such correspondence to the relevant parties. |
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8.53 CONTRACTOR'S SITE/OFF-SITE WORKSHOPS/MEETINGS

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| 8.53.1 | The Contractor shall hold workshops and meetings as would be anticipated by a competent Contractor for Works of the scale and complexity described in the Employer's Requirements, including design workshops/meetings and meetings with Statutory Authorities, with appropriate sub-consultants, subcontractors and suppliers. Whenever possible, such workshops and meetings shall be held shortly before main progress meetings to facilitate accurate reporting of progress. |
| 8.53.2 | The Contractor shall invite the Employer's Agent and the Employer's Compliance Team to sit-in and participate at meetings with sub-consultants, subcontractors, suppliers and Statutory Authorities. The Contractor is to advise the Employer's Agent what |

workshops/meetings he is to hold during the forthcoming 30 Business Days at each Employer's Agents progress meeting. Where workshops/meetings have not been pre-planned, the Contractor is to give the Employer's Agent at least 2 Business Days notice in advance of any such meetings to allow the opportunity of attendance.

8.54 COMPLIANCE STATEMENT

8.54.1

The Contractor shall submit to the Employer's Agent, the Cost Manager and Compliance team, at least 5 working days before the anticipated date of Practical Completion, a final written report to confirm compliance with the Employer's Requirements.

8.55 CONTRACTOR'S PROGRESS REPORT

8.55.1

The Contractor shall submit to the Employer's Agent, the Quantity Surveyor and other Consultants retained by the Employer, at least 2 Business Days before each Employer's Agents Progress Meeting, a written report which, notwithstanding the Contractor's obligations under the Contract, shall:

- (1) Contain a statement from the Contractor that the design and construction of the Works undertaken during the reporting period complies with the Employer's Requirements and all statutory legislative requirements; supported by statements from applicable Consultants and sub-consultants;
- (2) State the Date and/or Dates for Completion, with reference to any extensions granted along with a drop line on the programme;
- (3) Provide an update on statutory/utilities, including status of dates and details of any issues and or risks;
- (4) Describe any issues and or risks in connection with other 'Third' parties with whom the Employer has an interface obligation with;
- (5) Refer to any health and safety issues, including details of accidents and incidents occurring on Site (including near misses) - (see Pre-Construction Information Document at Section 2 of the Employer's Requirements);
- (6) Describe the progress of the Contractor's Design and Construction Works during the reporting period by reference to the Master Programme and any relevant Employer's Agent's Instructions;
- (7) Comprehensively describe the status of all planning matters under the Planning Approval, including the discharge of Planning Conditions and Reserved Matters;
- (8) Describe the progress of the Contractor's procurement;
- (9) Show progress programmed and achieved in the period on a percentage basis along with full details showing time to complete and comments with reasons for any differences (to be presented in a tabular format);
- (10) Explain any new circumstances arising since the previous meeting which in his opinion have, or might, materially affected the regular progress of the Contractor's Design and/or the Works. The Contractor shall clearly and unambiguously explain the cause and effect of each arising;

- (11) Summarise all other design, procurement, fabrication/manufacturing and offsite testing activities which could materially affect the Contractor's ability to complete the Works by the required Date or Dates for Completion;
- (12) Refer to any request for an extension of time submitted since the previous meeting;
- (13) Set out any re-programming proposals to enable completion of the Works or any Section to be achieved by the relevant Date or Dates for Completion;
- (14) State the anticipated Date or Dates for Completion where different from (2) above;
- (15) Advise on status of Design Documents and/or Production Information;
- (16) Give details of any instructions or information required from the Employer and date by which they are required to enable the Employer's Agent to fulfil their obligations under the Conditions of Contract;
- (17) Give details of all approvals requested, in the form of a schedule - stating item/article for which approval was sought, date request submitted, date item/article rejected (if applicable), date resubmitted (if applicable) and date accepted by Employer's Agent. In respect of samples, reference shall be made to the Contractor's 'Schedule of Sample Approved by Dates' and any relevant Employer's Agent's Instructions and, if applicable, give reasons for any differences to the 'Dates' stated in the Schedule;
- (18) Give details of any other matters that are materially affecting the regular progress of the Works;
- (19) Advise on ordering status of Products;
- (20) Advise on plant and Product availability;
- (21) Give details, in the form of a schedule, of all approvals awaited from the Employer;
- (22) Describe the progress of the Contractor in respect of obtaining all collateral warranties required by the Contract; and
- (23) Any other issue of concern to the Contractor.

8.55.2

The Contractor shall incorporate Annexes to his Progress Report as follows:

- (1) Annex A. Latest Programme and Critical Path Analysis (reflecting as-built progress and critical path at the date of the Report).
- (2) Annex B. Schedule showing original planned start dates and completion dates of activities and actual achieved start dates and completion dates, including column showing period (in Days) lost or gained.
- (3) Annex C. Summary of progress made (in tabular form showing progress in respect of each building element as a percentage completed) – presented in the form of a

schedule.

- (4) Annex D. Progress photographs to show work completed, or to illustrate happenings that occurred, during the reporting period.
- (5) Annex E. Summary Schedule of Design Documents and/or Production Information status.
- (6) Annex F. Schedule of sample/mock-up status, including details of benchmark approved samples and mock-ups.
- (7) Annex G. Readings – (i.e. water table, noise, movement, vibration, etc. as required by the Employer's Requirements);
- (8) Annex H. Summary Weather Report (if required).
- (9) Annex I. Summary Labour and Plant Report.
- (10) Annex J. Schedule of Sub-Contracts in place - stating name of sub-consultant or subcontractor; services/work to be undertaken; date when appointed/ contracted and Site working date or dates.
- (11) Annex K. Schedule of Collateral Warranties required by the Contract – stating name of sub-consultant or subcontractor; services/work to be undertaken; date when warranty requested, date received, and date copy issued to the Employer.
- (12) Annex L. Register of Change Notice Proposals and Instructions (Change Notices) – stating Change Notice Proposal number; description of proposed Change; date Change Notice Proposal issued; whether approved or rejected; corresponding Change Notice number (if applicable); date Change Notice issued; agreed cost; and provision for comments.
- (13) Annex M. Register of Extension of Time and Loss and Expense Requests – stating:
 - (a) In respect of Extension of Time requests: Notice number; date of Notice; Relevant Events, reason for Relevant Event occurring; contract clause applicable; extension of time period requested; and extension of time period granted; and
 - (b) In respect of Loss and Expense requests: Relevant Matters; reason for Relevant Matter occurring; contract clause applicable; amount of Loss and/or Expense requested.

Provision for comments is also to be provided on the register.
- (14) Annex N. Utility Services Status Tracker – stating name of Statutory Undertaker, services/work to be undertaken, current status, next action and Site working date or dates.
- (15) Annex O. Schedule of Insurances required by the Contract – stating the purpose of the insurance, the Contract Clause to which it relates, the name of the insurer, the policy number, the period of cover and the date for renewal.

- (16) Annex P. Cash flow forecast and Financial Statement, showing original cash flow forecast against current updated cash flow forecast, together with a current financial statement showing both the 'account to date' and 'projected Final Account' value for the Works.
- (17) Annex Q. Record of visits by Building Control, HSE Representatives, etc.
- (18) Annex R. Risk Register – stating: item number; location; description of risk; significance rating (i.e. low, medium or high); status/progress and actions required; action by, date due.
- (19) Annex S. Schedule of Contractor's Workshops/Meetings during next reporting period.
- (20) Annex T. Any other supporting information.
- 8.55.3 A copy of the Contractor's Progress Report shall be appended to the minutes of the Employer's Agent's Progress Meeting.
- 8.55.4 In addition to monthly Contractor's Progress Report, the Contractor shall submit to the Employer's Agent, the Quantity Surveyor and other Consultants retained by the Employer, at least 5 Business Days before the anticipated Date of Practical Completion, a final written report to confirm compliance with the Employer's Requirements.

8.56 PROGRESS PHOTOGRAPHS AND TIME-LAPSE PHOTOGRAPHY

- 8.56.1 Before commencement of the Works on Site, the Contractor shall submit to the Employer's Agent a sufficient number of colour photographs of the entire Site, including the external elevations of adjoining properties. The Contractor shall provide two prints of each photograph together with a 'digital' copy.
- 8.56.2 Throughout the Contract Period, at fortnightly intervals, the Contractor shall submit to the Employer's Agent sufficient 'digital' colour photographs (4 per floor), taken from different angles on the Site, to demonstrate the progress made by the Contractor, and to highlight any areas of concern or issues that require resolution. Each photograph shall be dated and clearly annotated as to location, which shall be common from month to month. The Contractor shall incorporate a copy of these photographs in his Progress Report (see Condition 8.55.2 above).
- 8.56.3 In addition, the Contractor shall provide the Employer's Agent with 3 copies of the photographs taken during each month on CD ROMs or DVDs. Discs shall be clearly labelled, sequentially numbered, cased, with an index of the photographs contained therein provided.
- 8.56.4 At Practical Completion, the Contractor shall submit to the Employer's Agent sufficient colour photographs showing all external elevations of the completed buildings and a selection of internal rooms (rooms to be advised by the Employer's Agent). The Contractor shall provide two prints of each photograph together with a 'digital' copy.

8.57 SUBMISSION OF CONTRACTOR'S PROGRESS REPORTS

8.57.1

Submission of Contractor's Progress Reports will not:

- (1) Relieve the Contractor of his obligations under the Contract;
- (2) Constitute agreement by the Employer or the Employer's Agent of any delays referred to therein;
- (3) Affect the Date or Dates for Completion; or
- (4) Relieve the Contractor of his obligation to complete the Works by the Date or Dates for Completion.

8.58 SNAGGING

8.58.1

Snagging shall be done as the work proceeds. The Contractor shall produce snagging sheets and shall keep these updated.

8.58.2

8.51a.2 Work that is not in accordance with the contract shall;

- (1) Not be included in interim payments;
- (2) Be taken down and re-done to standard as the work proceeds;
- (3) Not affect the Programme;

8.58.3

The Contractor shall have a robust management of protection of completed work such that follow-on trades do not damage completed work by preceding trades that has been installed in accordance with the contract.

8.58.4

The Contractor shall conduct regular (monthly prior to the valuation date) snagging walkround tours at site for the Employer's Agent and members of the Compliance team. Provided this is working within expected standards the walk-round tours will progress as planned but the Employer reserves the right to amend any aspect of this should there be need.

8.59 NOTICE OF COMPLETION

8.59.1

The Contractor shall give the Employer's Agent not less than 30 Business Days' notice of the anticipated dates of completion of the whole or parts of the Works.

8.60 FINAL INSPECTIONS

8.60.1

Contractor to give not less than 15 Business Days' notice of proposed final inspection leading up to Practical Completion.

8.61 PARTIAL POSSESSION

8.61.1

The Employer may wish to take possession of parts of the Works as they are completed, before the Date for Completion, provided all necessary access, services and other associated facilities are also complete.

8.62 STATUTORY TAX DEDUCTION SCHEME

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| 8.62.1 | The provisions of Chapter IV of Part XIII of the Income and Corporation Taxes Act 1988 and Income Tax (Subcontractors in Construction Industry) Regulation 1993 SI No 743 as amended by the Income Tax (Subcontractors in the Construction Industry (Amendment) Regulations 1998 SI No 2622 will be operated in respect of this Contract. |
| 8.62.2 | The Contractor will be required to satisfy the Employer, prior to signing the Contract, that he has an appropriate tax certificate (CIS5) from the Inland Revenue. |
| 8.62.3 | The Contractor is also reminded that it is his duty and responsibility to satisfy himself that all subcontractors also hold an appropriate 'Subcontractor's Certificate' from the Inland Revenue. |

8.63 FLUCTUATIONS/CHANGES TO CURRENCY EXCHANGE RATES AND/OR INTEREST RATES

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| 8.63.1 | The Contractor shall be deemed to have made allowance for all future fluctuations/ changes to currency exchange rates and fluctuations/changes to interest rates, however and whenever they arise, in his rates and prices used to calculate the Contract Sum. No adjustment to the Contract Sum shall be made due to fluctuations/ changes to currency exchange rates and fluctuations/changes to interest rates during the Works. |
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8.64 CASH FLOW FORECAST

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| 8.64.1 | Prior to starting work on Site, the Contractor shall submit to both the Employer's Agent and the Quantity Surveyor a detailed forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. The Contractor shall base his detailed cash flow forecast on his Master Programme. |
| 8.64.2 | The Contractor shall review and update his detailed cash flow forecast monthly, following receipt of each Interim Certificate, to reflect actual physical progress of the Works on Site and having regard for all Employer's Agent's Instructions. The Contractor shall submit a copy of his updated cash flow to both the Employer's Agent and the Quantity Surveyor within 3 Business Days of the date of issue of the Interim Certificate by the Employer's Agent. |

8.65 FINAL ACCOUNT

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| 8.65.1 | The Contractor shall progressively agree the Final Account with the Cost Consultant; at monthly intervals. |
| 8.65.2 | At monthly intervals, the Contractor shall prepare a 'Predicted Statement of Final Account' (i.e. predicted outturn costs). The Contractor's latest, up-to-date, 'Predicted Statement of Final Account' shall be included in the Contractor's Progress Report. The Contractor is to supply on a monthly basis all supporting final account documentation to the Cost Manager. The Cost Manager reserves the right to request additional information to substantiate costs for variations. |

8.66 REMOVAL AND/OR REPLACEMENT OF EXISTING WORK

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| 8.66.1 | The Contractor shall agree, at least on a provisional basis, with the Employer's Agent the extent and location of any removal and/or replacement of existing work before commencement. The Contractor shall carry out such removal/replacement work in ways that minimize the extent of work required to be executed. |
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8.67 CHANGE CONTROL PROCESS

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| 8.67.1 | No instructions are to be taken from anyone else other than the Employer's Agent. |
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- 8.67.2 The Contractor shall comply with the requirements of Clause 3.9 of the Conditions of Contract, and notify the Employer's Agent and Quantity Surveyor of the cost and time effects of all proposed changes before any Employer's Agents' Instruction is issued.
- 8.67.3 The Employer's Agent or the Contractor may, at any time during the Works, propose an alteration of, or addition to, or omission from, the Employer's Requirements or any change in the design, quality or quantity of the Works. Any Change Proposals and Changes (Employer's Agents Instructions) shall be issued in accordance with the Change Control Procedures set out below.

8.68 PROPOSED CHANGES

- 8.68.1 Where either the Employer or the Contractor propose a change to either the Employer's Requirements or Contractor's Proposals, the Employer's Agent or the Contractor (as the case may be) shall submit a change proposal, dated with the date on which it was sent, to the Employer's Agent or the Contractor (as applicable).
- 8.68.2 Change proposals shall be submitted to the Employer's Agent and the Cost Manager.
- 8.68.3 The Change Proposal shall:
- (1) Clearly explain the change proposal, including all aspects that will be affected by the Change;
 - (2) Confirm the drawings, documents and other information that comprise the current Employer's Requirements;
 - (3) Describe/explain the effects on programme;
 - (4) Confirm that the change proposal will:
 - a. not cause the Employer to alter or cease or give up any rights under the contract.
 - b. conform to all aspects of the Employers Requirements;
 - (5) Confirm that the change proposal will not impact on the current planning approval, and if the current planning approval is affected, how the Contractor will achieve an amendment (or alteration) to the planning approval in respect of the change;
 - (6) Advise whether any other issues, including the potential maintenance and operation of the building, will be affected and how; and
 - (7) Notify the date that a decision is required (such periods must take into account the Employer's approval periods).
- 8.68.4 The Change Proposal shall be supported by:
- (1) Drawings, documents and other information that comprise the current Employer's Requirements;
 - (2) Written text, drawings, sketches, diagrams, reports, all other relevant documents and information that amplifies the change proposal and clarifies the proposed aesthetic and technical solution being proposed;

- (3) Commentary from all relevant design consultants as to the implications of the change proposal, together with their recommendation to the Employer; and
- (4) Contractor's change quotation (fixed lump sum price or saving - refer to Condition 8.61c below).

8.69 REVIEW PERIODS AND NOTIFICATION

- 8.69.1 The Employer's Agent will review the change proposal with the Employer's Compliance Team. At least 10 working days shall be allowed for this review. Should the Employer's Agent have to request further information from the Contractor to support and clarify his change proposal, additional time shall be required by the Employer's Agent to review the proposal.
- 8.69.2 The Employer's Agent will notify the Contractor as to whether or not the change proposal has been accepted or rejected. If accepted, the Employer's Agent will issue an Instruction in accordance with the Conditions of Contract.

8.70 CHANGE QUOTATION

- 8.70.1 If the Employer proposes a change by the issue of a change proposal, the Contractor shall submit a change quotation not later than 14 working days (or within such other period as may be agreed by the Employer's Agent) from the receipt of the change proposal.
- 8.70.2 Change quotations shall be agreed with the Cost Manager.
- 8.70.3 If the Contractor proposes a change by the issue of a change proposal he shall submit a Change quotation with his change proposal to the Employer's Agent. For the avoidance of doubt, clause 8.61c.2 applies for Contractor's change proposals.
- 8.70.4 The Change Quotation shall:
 - (1) (if relevant) state the price of any disruption to, or prolongation of, the Works directly consequential upon the change; and
 - (2) indicate how the fixed lump sum price or saving is calculated by showing, separately, the amounts attributable to:
 - a. the direct price of, or the direct saving from, the change; and
 - b. the price (if any) of any disruption to, or prolongation of, the Works, or the saving (if any), directly consequential upon the change.
- 8.70.5 The Change quotation shall be supported by a detailed breakdown showing how the price or saving referred to in the condition above is arrived at including copies of product invoices used in the Contractor's subcontractors' cost build-up.
- 8.70.6 The Change quotation shall give details of any effect of the change on the date or dates for Completion and provide information in support of any proposed alteration to such date or dates.

8.71 EXPENDITURE OF PROVISIONAL SUMS

- 8.71.1 When requested by the Employer's Agent, the Contractor shall obtain competitive bids for works and/or services dealt in the Employer's Requirements by way of a Provisional Sum. The Tender list shall be prepared jointly by the Contractor and Employer's Agent. Unless otherwise agreed by the Employer's Agent, Invitation Documents shall be based upon drawings and/or specifications prepared by the Employer.
- 8.71.2 On receipt of competitive bids, the Contractor shall allow for the Quantity Surveyor to participate in the opening of bids, as well as in the evaluation of the bids received, in order

that both the Contractor and the Quantity Surveyor can present a joint report and recommendation to the Employer's Agent for his consideration in the selection of the work package contractor.

8.71.3

The Contractor shall bear all costs in connection with the obtaining competitive bids for works and/or services dealt in the Employer's Requirements by way of a Provisional Sum, including costs in connection with a re-bidding process should the need arise.

8.72 WORKS TO BE COVERED UP

8.72.1

The Contractor shall give at least 3 Business Days notice to the Employer's Agent and the Quantity Surveyor before covering up work which the Employer's Agent requires to be measured.

8.73 DAYWORK

8.73.1

The Contractor shall give reasonable notice to the Employer's Agent of his intention to record items on daywork vouchers and, without exception, before commencing such work. Such notice shall not in itself entitle the Contractor to reimbursement on a daywork basis or indicate that payment will be made on a daywork basis.

8.73.2

Where the Employer's Agent confirms that items may be recorded on daywork, the Contractor shall notify the Employer's Agent of the commencement and completion time of such items. The Contractor's operatives employed thereon shall not to be employed on other work during the progress of the item of work being carried out on daywork, without written notification to the Employer's Agent. Should the Contractor fail to notify the Employer's Agent of the commencement and completion time of the work, the Employer's Agent shall estimate the time taken by and resources used by the Contractor to complete the work. Any decision of the Employer's Agent shall be final and conclusive.

8.73.3

Refusal by the Employer's Agent to authorise daywork does not effect the Contractor's duty to undertake that part of the Works, or any other parts of the Works, in accordance with the terms and conditions of the Contract.

8.73.4

Before delivery to the Employer's Agent, the Contractor shall make sure that each daywork voucher is:

(1) Referenced to the Employer's Agents Instruction under which the work is authorised.

(1) (2) Signed by the Contractor's Site Manager as evidence that the operatives' names, the time spent by each, the plant and Products shown are correct.

8.73.5

The Employer's Agent shall not certify daywork vouchers where the Contractor fails to give advance notice of his intention to record items of on daywork vouchers.

8.73.6

The Contractor shall submit correctly completed daywork vouchers to the Employer's Agent in triplicate within 5 Business Days of the work being executed, including supporting documents from the subcontractors.

8.73.7

Unless agreed that items shall be recorded on daywork before executed, the certification of daywork vouchers by the Employer's Agent shall not signify that the Contractor will be reimbursed for the extra work executed on the basis of daywork rates. Where prior agreement of both the Employer's Agent and the Quantity Surveyor has not been obtained, the Quantity Surveyor shall decide the method of valuing the extra works executed by the Contractor.

8.73.8

For the purposes of ascertaining the hourly rates for labour for works are undertaken on the basis of daywork, normal working hours shall be construed as 08.00 to 17.00 hours from Monday to Friday inclusive. Works undertaken between 17.00 to 8.00 hours on Mondays,

Tuesdays, Wednesdays, Thursdays and Fridays, and anytime on Saturdays and Sundays shall be construed as 'working outside of normal working hours' – and the applicable enhancement to hourly rates for labour for 'non-productive overtime' shall apply,

8.74 INTERIM VALUATIONS

- 8.74.1 Prior to entering into Contract the Contractor shall agree a 'Schedule of Interim Valuation and Payment Dates' with the Quantity Surveyor. The Schedule shall cover the Contract Period, including the Rectification Period, and be stated in the Contract.
- 8.74.2 The Contractor's applications for interim payment shall include details of amounts due under the Contract together with all necessary supporting information.
- 8.74.3 All Contractor's applications for interim payment shall be supported by statements, in writing, from each of the Contractor's Design Consultants that they are satisfied that the Works completed by the Contractor and the Contractor's subcontractors, to which the 'Contractor's applications for interim payment' relates, fully comply with the Employer's Design Requirements and that the standard of workmanship is satisfactory. The Contractor's Design Consultants shall clearly specify any Works that have not been executed in accordance with the Employer's Requirements by the Contractor. Satisfactory statements from each of the Contractor's Design Consultants shall be a condition precedent of payment by the Employer.
- 8.74.4 The Contractor shall submit 'applications for interim payment', together with supporting statements from each of the Contractor's Design Consultants, to the Quantity Surveyor at least 3 Business Days before the established interim valuation dates. Late submission of Applications for Payment by the Contractor shall result in a corresponding, or greater, period of delay in valuation, interim certificate and payment by the Employer.
- 8.74.5 The Contractor shall submit applications for interim payment to the Quantity Surveyor at least 3 Business Days before the established interim valuation dates. Late submission of applications for interim payment by the Contractor shall result in a corresponding, or greater, period of delay in valuation, Interim Payment Certificate and payment by the Employer.

8.75 MATERIALS (PRODUCTS) NOT INCORPORATED INTO THE WORKS

- 8.75.1 At the time of each valuation disclose to the Quantity Surveyor which of the unfixed materials and goods (Products) on Site are free from, and which are subject to, any reservation of title inconsistent with passing of property, together with their respective values.
- 8.75.2 Provide evidence of freedom from reservation of title to the Quantity Surveyor in all cases, at the time of each valuation, the Contractor shall 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.
- 8.75.3 Products subject to any reservation of title, or those where the Contractor is unable to provide evidence of freedom from reservation of title, shall not be included in the Quantity Surveyor's valuation.

8.76 LISTED MATERIALS (PRODUCTS) STORED OFF-SITE

- 8.76.1 Only the items specifically identified and list in the Contract will be eligible for inclusion for payment within the Employer's Agents Interim Payment Certificate, for the payment of products stored off-Site, in accordance with Clause 4.15 of the Conditions of Contract (Off-Site materials and goods), the Contractor shall provide full documentary proof to the Quantity Surveyor and Employer's Agent that the property in 'listed items' is vested in the Contractor and fully insured. The Contractor shall include for products purchased from a:

- (1) Supplier - A copy of the contract of sale and a written statement from the supplier that any conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to any encumbrance or charge.
- (2) Supplier by a subcontractor or manufactured or assembled by any subcontractor - Copies of the sub-contract with the subcontractor and a written statement from the subcontractor that any conditions relating to the passing of property have been fulfilled.
- (3) Full details of the insurance provisions in place.

The Contractor will be responsible for any costs involved with travel and if necessary overnight accommodation incurred as a result of the Quantity Survey and Employer's Agent visiting locations to view the List materials.

8.77 INVOICES, RECEIPTS AND VOUCHERS

- 8.77.1 The Contractor shall produce for inspection when required all invoices, receipts and vouchers in respect of payments made to sub-consultants, subcontractors, suppliers and Statutory Authorities.

8.78 CONTRACTOR'S TAX INVOICE

- 8.78.1 On receipt of the Quantity Surveyor's valuation, the Contractor shall forthwith issue a tax invoice to the Employer's Agent for payment by the Employer; copied to the Quantity Surveyor for record purposes. The Contractor's invoice shall show the Contract Sum, or revised Contract Sum, the total net amount of payment, previous payments made, the balance due, the amount of value added tax (VAT) payable, and the total amount due including VAT.
- 8.78.2 Submission of a valid and correctly presented tax invoice by the Contractor is a condition precedent to payment by the Employer.
- 8.78.3 On receipt of the Contractor's valid and correctly presented tax invoice, the Employer's Agent shall raise and issue an Interim Payment Certificate to the Employer, copied to the Contractor and Quantity Surveyor.

8.79 EXTENSION OF TIME

- 8.79.1 All notices of delay or likely delay in the progress of the Works are to be submitted in accordance with the Conditions of Contract. Where such notices are given under the notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the Employer's Agent:
 - (1) Relevant particulars of the expected effects, if appropriate, related to the concurrent causes;
 - (2) An explanation to substantiate the delay; and
 - (3) An estimate of the extent of any of the expected delay in the completion of the Works beyond the Date of Completion.

8.80 DISTURBANCE OF REGULAR PROGRESS

8.80.1

Any application under the Contract in respect of direct loss and/or expense must be made as soon as practicable and with (or to be followed by) the requisite supporting information so as to afford the Employer's Agent the opportunity to issue instructions designed (according to the circumstances) to minimise disturbance or avoid that loss and/or expense.

8.81 VALUE ADDED TAX (VAT)

8.81.1

The Contractor, prior to signing the Contract, shall provide an estimate of the amount of Value Added Tax (VAT) which may be chargeable on fully rated items. The Contractor shall submit VAT assessments where appropriate, with applications for interim payments. At Final Account the Contractor must submit his final VAT statement. Thereafter the Employer will not accept any further request for additional VAT.

8.82 LABOUR AND PLANT RETURNS

8.82.1

At the beginning of each week, the Contractor shall provide for verification by the Employer's Agent records showing, for each day of the previous week:

- (1) The number and description of craftsmen, labourers and other persons employed on or in connection with the Works, including those employed by subcontractors, Statutory Authorities/Undertakings, Fitting-out contractors and contractors appointed directly by the Employer; and
- (2) The number, type and capacity of all mechanical and power-operated plant employed on the Works.

8.83 CONTRACTOR'S SYSTEMS AND PRACTICES

8.83.1

The requirements under section 8 are satisfied 'in-place' by the Contractor's systems provided they can be demonstrated as fulfilling the requirements herein as a minimum.

PART 9.0 QUALITY STANDARDS AND QUALITY CONTROL

9.1 GENERALLY

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| 9.1.1 | The Employer's Design Brief and Technical Specifications which form part of the Employer's Requirements provide an indication of quality and specification standards to be adopted in the Contractor's design solution. The Design Brief and Technical Specifications shall not detract from the Contractor's obligation to select and specify Products and design solutions fit for the purpose of the buildings/structures. |
| 9.1.2 | The Contractor's attention is drawn to the Requirements of Condition 10.2 (Unacceptable Products). |
| 9.1.3 | Materials and workmanship shall comply with the regulations of Statutory Authorities. |

9.2 UNACCEPTABLE PRODUCTS

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|-------|---|
| 9.2.1 | In accordance with Clause 2.2.6 in the Conditions of Contract and Amendments the Contractor has not and shall not specify, authorise or use in the Works materials which are: <ul style="list-style-type: none"> (1) identified as potentially hazardous in the BCO report Good practice in the selection of construction materials (current edition), other than in accordance with the recommendations as to good practice contained in section 2 of that report; or (2) generally known at the time of use to be deleterious to health and safety or to durability in the particular circumstances in which they are used. |
| 9.2.2 | In the event of any such Products being specified by in the Employer's Requirements, immediately notify the Employers Agent and request his instruction as regard thereto. |

9.3 CONFORMITY OF DESIGN AND QUALITY OF WORK

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| 9.3.1 | The Employer and the Employer's Compliance Team shall regularly visit Site on behalf of the Employer to monitor the quality of the Works executed by the Contractor. Any non-compliance observed will be notified to the Contractor who shall rectify immediately. |
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9.4 WORKMANSHIP SKILLS

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| 9.4.1 | The Contractor's operatives, including sub-consultant's and subcontractor's employees, shall be appropriately skilled and experienced for the type and quality of work. |
| 9.4.2 | All Contractors' operatives, including sub-consultant's and subcontractor's employees, shall be registered with the 'Construction Skills Certification Scheme'. |
| 9.4.3 | The Contractor's operatives must produce evidence of skills/ qualifications when requested by the Employer's Agent. |

9.5 QUALITY OF PRODUCTS AND WORKMANSHIP

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| 9.5.1 | All Products for incorporation and workmanship comprised in the Works shall be of good quality and in exact conformity with any Employer's Requirement and/or any Contractor's Design Proposals. Furthermore (and without prejudice to the Contractor's implied obligations at common law) any Products for incorporation which the Contractor is required to choose or select shall be suitable for their intended purpose. |
| 9.5.2 | Unless otherwise specified, Products shall be as far as possible supplied from sustainable sources or non-polluting manufacturing processes. |
| 9.5.3 | Unless otherwise specified obtain all Products from manufacturers who can demonstrate |

not less than 10-years successful experience in producing the Products required for the Works. Such manufacturers must be able to send a qualified technical representative to Site to advise the Contractor of proper procedures and to provide training in correct installation or application of their Product.

9.5.4 The Contractor shall check all on-Site dimensions and shall submit to the Employers Agent, at monthly intervals, as agreed with the Employers Agent copies of all dimensional checks and confirmation that they are all within acceptable tolerances.

9.5.5 The Contractor shall ensure that finished work is not defective (e.g. not damaged, disfigured, dirty, faulty, or out of tolerance).

9.6 CONFORMANCE OF MECHANICAL AND ELECTRICAL EQUIPMENT

9.6.1 The Contractor shall ensure that all mechanical and electrical equipment specified in the Employer's Requirements and/or the Contractor's Proposals to be incorporated in the Works fully conforms to the requirements of the appropriate statutory undertaker. The Contract Sum shall be deemed to include all costs incurred by the Contractor in complying with this requirement.

9.7 PRODUCTS OR WORK NOT FULLY DOCUMENTED

9.7.1 Where and to the extent that Products or Work are not fully documented they are, in order of priority, to be:

- (1) Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
- (2) Suitable for the purposes stated or reasonably to be inferred from the Employer's Requirements.
- (3) In accordance with good building practice, and complying strictly with British Standard or in general with British Standards and Codes of Practice or be certified by a British Board of Agrément Certificate.

9.7.2 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.

9.8 CLEANING OF PRODUCTS FOLLOWING INSTALLATION

9.8.1 The Contractor shall clean Products after installation in accordance with the manufacturers' recommendations, exercising care to avoid damage to any coatings, so that they will not be stained or damaged by contaminants and so that they will not contribute (by wash-off) to deterioration of glazing Products and other work.

9.8.2 The requirements of Condition 9.8.1 above are in addition to any final builder's cleaning required immediately prior to handover.

9.9 ON-SITE CRUSHING OF AGGREGATES

9.9.1 Where on-Site crushing and screening of brick and concrete (reinforced or un-reinforced) material recovered from the demolition of the buildings is specified, the crushed materials shall be tested (one test per 100m³ of crushed material by volume). All recovered aggregates approved by the Employer's Compliance Team shall be identified as recovered aggregates suitable for stockpiling on Site. The Contractor is deemed to have included in his costs for all necessary double handling and grading of crushing materials.

9.10 COMPLIANCE WITH PERFORMANCE SPECIFICATIONS

9.10.1

The Contractor shall submit evidence of compliance with performance specifications when requested by the Employer's Agent, including test reports indicating:

- (1) Properties tested.
- (2) Pass/ fail criteria.
- (3) Test methods and procedures.
- (4) Test results.
- (5) Identity of testing agency.
- (6) Test dates and times.
- (7) Identities of witnesses.
- (8) Analysis of results.

9.11 COMPLIANCE WITH PROPRIETARY SPECIFICATIONS

9.11.1

The Contractor shall retain on Site evidence that proprietary Products specified have been supplied. The Contractor shall submit evidence of compliance when requested by the Employer's Agent.

9.12 CHECKING COMPLIANCE OF PRODUCTS

9.12.1

The Contractor shall check all delivery tickets, labels, identification marks and, where appropriate, the Products themselves to ensure that all Products comply with the Employer's Requirements. Where different types of any Product are specified, the Contractor shall check to ensure that the correct type is being used in each location. In particular, the Contractor shall check that:

- (1) The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- (2) All accessories and fixings which should be supplied with the goods have been supplied.
- (3) Sizes and dimensions are correct. Where tolerances of components are critical, the Contractor shall measure a sufficient quantity to ensure compliance.
- (4) The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- (5) The Products are clean, undamaged and otherwise in good condition.
- (6) Products which have a limited shelf life are not out of date.

9.13 PROTECTION OF PRODUCTS

9.13.1

The Contractor shall:

- (1) Ensure that storage accommodation and covers for Products are of ample size, in good weatherproof condition and well secured;
- (2) Ensure that deliveries are dated, and use Products in order of delivery;
- (3) Prevent over-stressing, distortion and any other type of physical damage to Products;
- (4) Keep Products clean and free from contamination;
- (5) Prevent staining, chipping, scratching or other disfigurement to Products, particularly of exposed Products (i.e. Products visible once installed and/or applied);
- (6) Keep Products dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate, Products shall be stored off the ground; allowing free air movement around and between stored Products;
- (7) Prevent excessively high or low temperatures and rapid changes of temperature in the Products;
- (8) Protect Products adequately from rain, damp, frost, sun and other elements as appropriate.
- (9) Protect stock-piled Products approved for use so that they do not change their characteristics or become contaminated. Approved Products ultimately made unsuitable for use must be replaced at no cost to the Employer;
- (10) Ensure that protective measures for pre-finished/coated metal sections or components are applied at the factory in accordance with finish applicator's recommendations. Include additional measures such as crating for protection during handling and transportation;
- (11) Ensure that Products are at a suitable temperature and moisture content at time of use;
- (12) Keep different types and grades of Products separately and adequately identified;
- (13) So far as is possible keep Products in their original wrappings, packing or containers, until immediately before they are used;
- (14) Wherever possible, retain protective wrappings after fixing and until shortly before Practical Completion; and
- (15) Ensure that protective measures for Products are fully compatible with and not prejudicial to the Products.

9.13.2

The Contractor shall not:

- (1) Deliver to Site any Products which cannot be immediately unloaded into suitable conditions of storage; or
- (2) Deliver Products in manufacturers' unopened labelled packaging stating batch numbers and shelf life where appropriate.

9.14 DAMAGE TO PRODUCTS

9.14.1

The Contractor shall be responsible for all damage caused to Products, whether they are incorporated in the Works or stored on-Site, and shall be made good by the Contractor, at his own cost, to the satisfaction of the Employer's Compliance Team.

9.15 SUITABILITY OF RELATED WORK AND CONDITIONS

9.15.1

The Contractor shall ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, the Contractor shall ensure that:

- (1) Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work;
- (2) All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing; and
- (3) The environmental conditions are suitable, particularly that the building is suitably weather-tight when internal components, services and finishes are installed.

9.16 WATER FOR THE WORKS

9.16.1

The Contractor shall provide clean and uncontaminated water for the execution of the Works and temporary arrangements for storage and distribution around the Site in accordance with the Water Authority's regulations, including that required by subcontractors. Pay all costs and charges in connection therewith and clear away and make good on completion.

9.16.2

If other than mains supply is proposed provide evidence of suitability. Test to BS EN 1008: 2002 (Mixing water for concrete - Specification for sampling, testing and assessing the suitability of water, including water recovered from processes in the concrete industry, as mixing water for concrete) if instructed.

9.17 SAMPLES SPECIFIED TO ACHIEVE CONFORMITY WITH EMPLOYER'S REQUIREMENTS

9.17.1

The Contractor shall allow for providing such samples of Products, which includes mock-ups and benchmarks of finished work, for incorporation in the Works and/or standards of workmanship as are expressly specified in the Employer's Requirements and/or the Contractor's Proposals. It is the Contractor's responsibility to ensure that such samples are submitted to the Employer's Agent in sufficient time to allow a reasonable period for examination and comment before the start of the works to which the samples relate. The Contractor shall ensure that all relevant Products for incorporation in the Works and/or standards of workmanship are of a standard equivalent to the sample provided. The Contractor shall allow sufficient time in his programme for unaccepted samples to be resubmitted and accepted, so as not to delay the progress of the Works. Acceptance of

samples relates to a sample of a Product and not to the Product as used in the Works. If approval of the finished work as a whole is required this is specified separately.

The final sample list is to be agreed during the second stage tender process.

- 9.17.2 The Contractor shall submit samples of Products for incorporation in the Works and/or standards of workmanship to the Employer's Agent for approval in accordance with the requirement in 'Schedule 1 – Contractors Design Submission Procedure' in the building contract
- 9.17.3 Accepted samples shall be retained by on Site the Employer's Agent. Rejected Products and mock-ups shall immediately be removed from Site by the Contractor.
- 9.17.4 The Contractor shall provide all samples and mock-ups specifically referred to, or implied, in the Employer's Requirements.
- 9.17.5 The Contractor shall prepare and submit a 'Samples Status Tracker' to the Employer's Agent within 20 Business Days from the date of the execution of the Contract. The tracker shall specify the samples to be offered for acceptance of the Employer and/or the Employer's Agent by the Contractor, the date when the Contractor is to submit the sample or mock-up is to be submitted for acceptance, and the latest date when the sample or mock-up is to be accepted by the Employer and/or the Employer's Agent. The Contractor shall submit samples to the Employer's Agent for acceptance in accordance with the Dates specified in his 'Samples Status Tracker'.
- 9.17.6 The Contractor shall not confirm orders or use Products for which a sample is required until acceptance has been obtained from the Employer's Agent. The Contractor shall ensure that the Product used in the Works matches the approved sample.
- 9.17.7 The Contractor shall ensure that the relevant characteristic(s) of the Works match the approved characteristic(s) of the sample of finished work.
- 9.17.8 The Contractor shall retain in good, clean condition on Site all accepted samples for comparison with Products and materials used in the Works. The Contractor shall remove samples of Products and finished work from Site when no longer required by the Employer's Agent.
- 9.17.9 The Contract Sum shall be deemed to include for all costs incurred by the Contractor in the provision and removal of all samples of Products and/or mock-ups of finished work required under the Contract.
- 9.17.10 The Contractor shall allow in his programme sufficient time for samples, including mock-ups, to be submitted and approved by the Employer and/or the Employer's Agent so that completion of Works occurs on or before the Date or Dates for Completion of the Works stated in the Contract Particulars. The Contractor shall not be entitled to claim any additional payment or extension of the Date or Dates of Completion by reason of the Employer's Agent rejecting samples, whether on one or more occasions.

9.18 STORAGE OF SAMPLES AND MOCK-UPS

- 9.18.1 The Contractor shall have consideration to the restrictions on site for storing samples and mock-ups on Site, the Contractor shall ensure that if not suitable on site that all samples and mock-ups are stored off site in a consolidation centre.

9.19 OFF-SITE VISITS

- 9.19.1 Where samples and or mock-ups are to be inspected, or testing witnessed, off-Site which involves travelling long distances or overseas, the Contractor shall be required to organise all travel and accommodation arrangements for the Employer's Compliance Team (2 nr. representatives). The Contractor shall bear for all costs and expenses in connection with off-Site visits, including the cost of the Employer's Consultants' time, travel fares and subsistence. Such costs shall be deemed to be included in the Contract Sum.

9.20 ACCEPTANCE

9.20.1

Where and to the extent that Products or work are specified to be accepted or the Employer's Agent instructs or requires that they are to be accepted, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics either:

- (1) To the express acceptance of the Employer's Agent; or
- (2) To match a sample expressly accepted by the Employer's Agent as a standard for the purpose.

9.20.2

Inspection or any other action by the Employer's Agent relating to approval of Products or work shall not relieve the Contractor of his obligations under the Conditions of Contract.

9.21 SETTING OUT

9.21.1

The Contractor shall ascertain and provide datum levels, together with any other information necessary for the setting out of each Element of the Works on Site. The Contractor shall also be responsible undertaking all necessary checks of datum levels before commencing the setting out of the Works.

9.21.2

The Contractor shall submit details to the Employer's Agent, in writing, of methods and equipment to be used in setting out the Works.

9.21.3

The Contractor shall use instruments and methods described in BS 5606:1990 (Guide to Accuracy in Building), Appendix A to give the required degrees of accuracy in measurement.

9.21.4

The Contractor shall be responsible for setting out the Works to an agreed point, including making all necessary checks to ensure that setting out is correct. The Contractor shall set out the Works in accordance with the Employer's Requirements and/or (if appropriate) the Contractor's Design, and shall provide all the instruments, profiles, templates, rods, stakes and other equipment necessary for that purpose. The Contractor shall be solely responsible for the correctness of the setting out and all associated operations.

9.21.5

The Contractor shall be responsible for checking the levels and dimensions of the Site against those shown on the drawings, and record the results on a copy of the drawings. The Contractor shall notify Employer's Agent, in writing, of any discrepancies and obtain instructions before proceeding.

9.21.6

The Contractor shall provide, fix and be responsible for the maintenance of all stakes, profiles, templates, level marks, points and any other setting out apparatus which is required in the setting out of the Works and the Contractor shall take all necessary precautions to prevent their removal, alteration or disturbance and shall be liable for the consequences of such removal, alteration or disturbance and for their efficient reinstatement.

9.21.7

The Contractor shall inform the Employer's Agent when overall setting out is complete not less than 3 Business Days before commencing construction.

9.21.8

The Contractor shall permit use of instruments already on Site by the Employer's Agent or Employer's Consultants, without charge, for the purpose of checking the setting out and levels. Advice or comments given by the Employer's Compliance Team shall not relieve the Contractor from his responsibility to correctly set out the Works.

9.21.9

The Contractor shall arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.

- 9.21.10 Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, the Contractor shall obtain acceptance of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible
- 9.21.11 Without prejudice to the Requirements of Condition 9.20.4 above and unless specified otherwise, tolerances shall (where applicable) be not greater than those given in BS 5606:1990 (Guide to Accuracy in Building), Tables 1 and 2.
- 9.21.12 The Contractor shall set out and construct the Works to ensure compliance with the stated tolerances and critical dimensions stated in the Employer's Requirements.
- 9.21.13 The Contractor shall record details of all grid lines, setting-out stations, benchmarks and profiles on drawings. The Contractor shall retain a copy of such record drawings on Site throughout the Contract Period and handover to the Employer's Agent before Practical Completion.
- 9.21.14 The Contractor shall immediately inform the Employer's Agent and seek his instructions, if he finds any discrepancy in or divergence between any of the following:
- (1) Dimensions and levels shown on drawings or in other documents provided by the Employer;
 - (2) Dimensions and levels of existing structures; or
 - (3) Dimensions and levels of work completed to date.
- 9.21.15 The Contractor shall bear all costs in connection with resolving any discrepancy or divergence.

9.22 REQUIREMENTS IN RESPECT OF ABOVE GROUND AND BELOW GROUND SERVICES

- 9.22.1 The open ends of sewers and drains shall be fitted with temporary stoppers at all times when work is not in progress, and these stoppers shall remain in position until such sewers and drainage are permanently connected.
- 9.22.2 Inspection chambers, manholes and cable entry pits shall be covered as soon as they are built and the covers kept in position when work is not in progress.
- 9.22.3 The open ends of rainwater, waste, soil and ventilation pipes shall be fitted with temporary stoppers after fixing and these shall remain in position until such pipes are permanently connected.
- 9.22.4 On completion of the Works, the Contractor shall carry out a CCTV survey of all 'as-built' drainage and sewer installations and submit a DVD of the survey to the Employer's Agent.

9.23 PARTICULAR REQUIREMENTS IN RESPECT OF MECHANICAL AND ELECTRICAL ENGINEERING SERVICES

- 9.23.1 The Contractor shall comply with the Requirements specified in the 'Mechanical and Electrical Engineering specifications. The Contractor shall be deemed to have fully considered the implications of these Requirements. The cost of complying with these Requirements shall be deemed to be included in the Contract Sum. Failure by the Contractor to allow for any of these Requirements shall not be considered as grounds for extension of time or additional expense.

9.24 SERVICES REGULATIONS

- 9.24.1 The Contractor shall comply with the Byelaws or Regulations of the relevant Statutory Authority in respect of any work carried out to or which affects new and/or existing services.

9.25 CONFIRMATION OF COMMISSIONING

9.25.1

Building engineering services must have final tests and commissioning carried out so that they are in full working order and conform to the specified performance criteria at Practical Completion. The Contractor shall lodge a copy of the Building Regulations notice to Building Control. The notice shall confirm that all systems have been commissioned in accordance with approval procedures and signed by a suitably qualified person. The Contractor shall provide a copy of the Building Regulations notice in the Building Manual.

9.26 SERVICE RUNS

9.26.1

The Contractor shall make adequate provision for services, including unobstructed routes and fixings. Wherever possible ducts, chases and holes are to be formed during construction rather than cut.

9.27 WATER REGULATIONS

9.27.1

The Contractor shall notify the Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details. The Contractor shall allow adequate time to receive Undertaker's consent before starting work. Inform the Employer's Agent immediately if consent is withheld or is granted subject to significant conditions. The Contract Sum shall be deemed to include the cost of complying with all consents.

9.27.2

On completion of the work, the Contractor shall submit to the Employer's Agent (copy where also required to the Water Undertaker) a 'Water Regulations/ Byelaws Contractor's Certificate', which shall include:

- (1) The address of the premises.
- (2) A brief description of the new installation and/ or work carried out to an existing installation.
- (3) The Contractor's name and address.
- (4) A statement that the installation complies with the relevant Water Regulations or Byelaws.
- (5) The name and signature of the individual responsible for checking compliance.

The date on which the installation was checked.

9.28 GAS INSTALLATION CERTIFICATE

9.28.1

Before Practical Completion, the Contractor shall submit a certificate to the Employer's Agent stating:

- (1) The address of the premises.
- (2) A brief description of the new installation and/ or work carried out to an existing installation.
- (3) Any special recommendations or instructions for the safe use and operation of

gas appliances and flues.

- (4) The Contractor's name and address.
- (5) A statement that the installation complies with the Gas Safety (Installation and Use) Regulations.
- (6) The name and signature of the Gas Safe registered individual responsible for checking compliance.
- (7) The date on which the installation was checked

9.29 DEFECTS IN EXISTING WORK

- 9.29.1 When undocumented defects are discovered in existing work, the Contractor shall immediately give notice to the Employer. The Contractor is not to proceed with affected related work until a response has been received from the Employer.
- 9.29.2 The Contractor shall not execute work which may:
 - (1) Cover up or otherwise hinder access to defective Products or work; or
 - (2) Be rendered abortive by remedial work.

9.30 CONTRACTOR NOTICE FOR COVERING UP THE WORKS

- 9.30.1 Any element of the Works located below the ground, in trenches, ducts, ceiling and floor voids or other concealed areas may be inspected by the Employer prior to that section of the Works being covered up. A minimum of 10 Business Days notice must be given to the Employer of intent to cover up or otherwise enclose the works. All services shall be tested before being covered up, the tests being certified and witnessed by a competent person of the Contractor's staff.

9.31 TESTS AND INSPECTIONS GENERALLY

- 9.31.1 The Contractor shall bear all costs in connection with all tests and inspections, including all fees and charges paid, and the provision of water, instruments, apparatus, attendance and fuels and electricity required to complete the tests and inspections necessary to complete the Works fully in accordance with the Employer's Requirements.
- 9.31.2 The Contractor shall also provide, and bear all costs in connection with providing, any necessary apparatus required for tests and inspections that are to be carried out on-Site by the Contractor, the Employer's Agent or the Employer's Compliance Team.
- 9.31.3 The Employer's Agent may reject any works executed or Products for incorporation which is not in accordance with the Contract.
- 9.31.4 The Contractor shall, at his own cost, demolish, remove, replace, reinstate, rectify or reconstruct any work executed and/or any Products for incorporation which do not conform to the Contract and which have been rejected by the Employer's Agent.
- 9.31.5 In accordance with the Conditions of Contract, the Employer's Agent may issue an Employer's Agent's Instruction requiring the Contractor to open up for inspection any work or to arrange to carry out any test, inspection or investigation on any work or Products (whether or not incorporated into the Works), and for the postponement of the relevant work until the results of the inspection, test or investigation are known. If the test, inspection or investigation discloses that the work executed or Products in question are not in accordance with the Contract the costs incurred shall be borne by the Contractor and

there shall be no consequential adjustment to the Contract Sum or to the Date or Dates for Completion.

9.31.6

Tests and/or Inspections of Products or work executed or any other action by the Employer, Employer's Agent and/or the Employer's Consultants must not be taken by the Contractor as acceptance unless approval is confirmed in writing by the Employer's Agent referring to:

- (1) Date of inspection;
- (2) Part of the work inspected;
- (3) Respects or characteristics which are accepted;
- (4) Extent and purpose of the acceptance; and
- (5) Any associated conditions.

9.32 NOTICE OF TESTS AND INSPECTIONS

9.32.1

The Contractor shall prepare and submit a project-specific Test and Inspection Plan in accordance with the requirements of these Preliminaries and General Conditions.

9.32.2

The Contractor shall give the Employer's Agent and the appropriate Employer's Consultant notice of not less than 10 Business Days, in writing, of when Products are or any executed work is ready to be tested and/or inspected. On the Business Day before each such test or inspection, the Contractor shall confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.

9.32.3

Works that are to be concealed or buried shall be inspected or tested by the Contractor in the presence of the Employer's Agent and appropriate Employer's Consultant before any permanent covering is applied. The Contractor shall give the Employer's Agent and Employer's Consultant notice of not less than 10 Business Days, in writing, of when work to be concealed or buried is ready for inspection. The Employer's Agent shall carry out an inspection and/or witness tests, unless he notifies the Contractor in writing that he considers such inspection unnecessary. In no circumstances shall Works executed be concealed or buried without first being tested by the Contractor. The Contractor shall submit evidence of any tests that he undertakes without the Employer's Agent being present when requested. The Employer's Agent may require the Contractor to uncover Works which have not been inspected. If requested by the Employers Agent, the Contractor shall expose and reinstate such work at his own expense.

9.33 ACCESS FOR TESTS AND INSPECTIONS

9.33.1

The Contractor shall provide access to all Products and/or workmanship required to be tested and/or inspected by the Employer's Agent, the Employer's Consultant or other independent Inspector/Tester.

9.33.2

The Contractor shall give notice, in writing, to the Employer's Agent of not less than 5 Business Days before removing scaffolding or other facilities for access.

9.34 TESTS AND INSPECTIONS

9.34.1

Where the provisions of the Conditions of Contract, the Employer's Requirements, or any law, regulation, statutory undertaker requirements or the like by a legally constituted public authority having jurisdiction, require that any Products (whether or not already incorporated in the Works) or any executed work to be tested or inspected, the Contractor is to have such tests or inspections carried out. The Contractor shall bear all costs in connection with such tests and inspections, including all fees and charges paid, and the provision of water,

instruments, apparatus, attendance, fuel and electricity required to complete the tests and inspections.

- 9.34.2 The Contractor shall allow for any air permeability and/or noise tests as required by the Building Regulations. Tests shall be carried out to ensure compliance with the applicable Building Regulations.
- 9.34.3 The Contractor shall employ a well-established independent testing laboratory, with appropriate qualifications, and adequate facilities, which shall be acceptable to the Employer to carry out all tests and inspections. The Contractor shall bear all costs in connection with employing an independent testing laboratory, including the cost of transporting samples to and from the laboratory.
- 9.34.4 The Contractor shall instruct the independent testing laboratory to submit a copy of their report(s)/ test certificates to both the Contractor and the Employer's Agent at the same time. The Contractor shall retain a copy of all such reports/ test certificates on Site. The Contractor shall also provide a copy of certificate for inclusion in the Operation and Maintenance Manual.
- 9.34.5 Following the receipt of report(s)/ test certificates from the independent testing laboratory, the Employer's Agent may issue instructions requiring the Contractor, to arrange for further tests or inspections to be carried out of any Products or any executed work. Alternatively, the Employer may employ another independent testing laboratory to undertake the additional tests and/or inspections. The form, or type, of additional testing or inspection shall be at the discretion of the Employer's Agent. Wherever additional testing or inspection shows that Products or any executed work are not in accordance with the Contract and measures (e.g. testing, opening up, experimental making good) have been taken to help in establishing whether or not the work is acceptable, such measures shall be at the expense of the Contractor and shall not be considered as grounds for extension of time.

9.35 TESTING AND COMMISSIONING OF COMPLETED INSTALLATION

- 9.35.1 The Contractor shall ensure that the testing and commissioning of the completed building engineering services installation is carried out in a timely manner and sufficiently in advance of Practical Completion as to facilitate such witnessing and testing for subcontractors, Statutory Authorities, Fitting-Out Contractors and Contractors appointed directly by the Employer or as may be specified by the Employer's Agent.
- 9.35.2 Unless otherwise stated in the Employer's Requirements, the Contractor shall be responsible for testing and commissioning the building engineering services installations (including all lift installations, façade access equipment and public health installations), prior to handover. From the date of handover, the Employer will become responsible for the operation and maintenance of the services installations.
- 9.35.3 The Contractor shall use his best endeavours to ensure that permanent mains service supplies are provided to all individual retail units and/or other discrete facilities at time of their handover under the programme. Before Practical Completion, the Contractor shall submit a written statement to the Employer's Agent describing the status of completion of retail units and/or other discrete facilities on handover.
- 9.35.4 If the Contractor has been permitted to use any part(s) of the mechanical and electrical installations for his benefit during the Contract works, he will be required to provide credit/s or reimbursement for any replaceable items, for example, lamps, filters etc.
- 9.35.5 Tests are to be carried out in accordance with relevant legislation and test certificates will be required for all elements of the works – not just for services installations – and are to include the following information:
- (1) Details and date/s the test(s) completed, equipment used including serial numbers and calibration data, names and signatures of those persons /

companies completing and witnessing the tests, location of test; and

- (2) One original and two copies all test certification is to be issued to the Employer's Agent.
- 9.35.6 The Contractor shall ensure that all facilities required for the proper completion of the test and commissioning activity are available.
- 9.35.7 The Contractor shall provide all necessary attendance on any specialist contractor or independent Commissioning Consultant.

9.36 TESTING OF EXTERNAL ENVELOPE

- 9.36.1 The Contractor is to arrange and undertake any tests required and provide all necessary attendance and to assist in the presentation of results, pay all costs and charges, make good any defects identified and pay for any re-testing that may be required until a set of satisfactory test results has been achieved.

9.37 PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS AND/OR WORKMANSHIP

- 9.37.1 Notwithstanding the provisions of the Employer's Requirements in respect of tests and inspections, if any Product and/or work executed is found, known, or appears, to be not in accordance with the Contract (whether as a result of the initial or further tests and/or inspections), the Contractor shall immediately submit to the Employer's Agent proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution of the defective Product and/or work executed. Should the Contractor's proposals for rectification of defective Products and/or work executed be unacceptable to the Employer and/or the Employer's Compliance Team, then contrary instructions shall be issued to the Contractor by the Employer's Agent. The cost of all making good, removal and re-execution of the defective Products and/or work executed shall be at the expense of the Contractor.

9.38 QUALITY CONTROL

- 9.38.1 The Contractor shall establish and maintain quality control procedures to ensure that the Works, including the work of sub-consultants and subcontractors, comply with the specified requirements.
- 9.38.2 Establish and maintain procedures to ensure that the Works, including the work of all subcontractors, comply with specified requirements. The Contractor shall maintain full quality control records and retain a copy on Site and he shall submit such records to the Employer's Agent for inspection when requested. The Contractor's quality control records shall comprise:
- (1) Identification of the element, item, batch or lot including location in the Works.
 - (2) Nature and dates of inspections, tests and approvals by the Contractor or the Employer's Compliance Team.
 - (3) Nature and extent of nonconforming work found.
 - (4) Details of corrective action.

9.39 HIGHWAY AND SEWER ADOPTION

- 9.39.1 Work to be adopted under the Highways Act 1980, Section 38 (Section 38 Agreement), or the Roads (Scotland) Act, Section 16 to 18, or the Water Industry Act 1991, Section 104 (Adoption of sewers) shall be subject to a Rectification Period of 15 months (see Contract Particulars to the Contract) and must be:
- (1) Completed by the Contractor to the satisfaction of the Highway/ Sewer Authorities before the certificate stating the Works are complete is issued; and
 - (2) Maintained by the Contractor during the Rectification Period, including making good of damage due to reasonable wear and tear occurring during the Period and cleaning at the end of the Period, all to the satisfaction of the Highway/ Sewer Authorities.

9.40 PRACTICAL COMPLETION GENERALLY

- 9.40.1 The requirements stated for Practical Completion shall apply to each Section of the Works.
- 9.40.2 The completed buildings will be required by the Employer for immediate use on completion of the Works. The Employer's Agent shall issue a Practical Completion Certificate to the Contractor when the Works are considered fit for use by the Employer.
- 9.40.3 The Employer shall not accept the Works prior to the agreed Date or Dates of Completion without due consideration from the Contractor, and shall not be compelled to accept the Works prior to the prevailing Date or Dates of Completion in any circumstances.
- 9.40.4 Unless otherwise stated in the Conditions of Contract, or any amendment thereto, submission by the Contractor of the Health and Safety File, all certificates, all as-built/ as-installed drawings and the Operation and Maintenance/ Building Manuals applicable to the Works, or the relevant Section of Works, in the format required by the Employer shall be a condition precedent to Practical Completion to the Works or Section of the Works. The Requirements in respect of the Health and Safety File, Operation and Maintenance/ Building Manuals and as-built/ as-installed drawings are at Part 16 (Operation, Maintenance of Finished Building) to these Preliminaries and General Conditions.

9.41 WORKS BEFORE PRACTICAL COMPLETION

- 9.41.1 Before offering the Works to the Employer for final inspection, the Contractor shall carry out his own inspection and identify all defective work and shall submit one copy of his 'snagging list' to the Employer's Agent. The Contractor shall rectify all defective work included on the 'snagging list'. The Contractor shall inform, in writing, the Employer and the Employer's Agent when all defective work contained in his 'snagging list' has been rectified/ completed and when the Works will be ready for final inspection by the Employer and Handover. Any defects found at final inspection shall be made good by the Contractor prior to Handover.
- 9.41.2 Notwithstanding the requirements of Condition 9.40.1 above, snagging by the Contractor shall take place during the construction process, so that upon the date of Practical Completion all defective items shall have been rectified by the Contractor.
- 9.41.3 In order to achieve Practical Completion of the Works the Contractor shall:
- (1) Make good all damage consequent upon the Works.
 - (2) Remove, unless otherwise instructed by the Employer's Agent, all temporary markings, protective tapes, casings, coverings and protective wrappings
 - (3) Clean the Works thoroughly inside and out, including all accessible ducts and

voids, all gullies and down-pipes, all sanitary appliances, kitchenette fittings and the like. Remove all splashes, deposits, efflorescence, rubbish and surplus Products. Cleaning Products and methods shall be as recommended by manufacturers' of Products being cleaned, and must and to be such so as not to damage or disfigure other Products or construction. Obtain and submit to the Employer 'COSHH Safety Data Sheets' for all Products used for cleaning and ensure they are used only as recommended by their manufacturers.

- (4) Touch up minor faults in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked painted areas back to suitable breaks or junctions.
- (5) Adjust, ease and lubricate all moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.
- (6) Clean all windows and glazed curtain walling panels internally and externally.
- (7) Flush out all drains and manholes and provide CCTV survey to record the conditions as clear at Practical Completion.
- (8) Renew all lamps and luminaries.
- (9) Leave the completed buildings/structures and Site clean and tidy, in perfect condition fit for occupation to the complete satisfaction of the Employer.

- 9.41.4 The Contractor shall reinstate as necessary all areas of Site remaining after the Works are complete including paths, paving's, fences, turfed or grassed areas, etc., damaged by the carrying out of the works including areas where storing Products, equipment etc., has taken place. Such reinstatement shall be to the Employer's Agent's satisfaction and at the Contractor's expense.
- 9.41.5 Prior to Practical Completion of the Works, the Contractor shall inform the various statutory undertakers and Local Authority that the buildings are about to be occupied in order to ensure that all services, including refuse collection, are available. The Contractor shall confirm to the Employer's Agent that the appropriate confirmations have been received.
- 9.41.6 Each building/structure must be complete and cleaned (i.e. ready for Handover) before it is offered for final inspection by the Contractor to the Employer's Agent. The Employer's Agent's final inspection shall take place at least 5 Business Days prior to the proposed pre-Handover meeting date, following which a formal Handover can be arranged.

9.42 ITEMS TO BE PROVIDED AND WORKS TO BE COMPLETED BY THE CONTRACTOR BEFORE OR AT PRACTICAL COMPLETION

- 9.43.1 The Contractor shall submit to the Employer, at least 35 Business Days prior to Practical Completion, the draft Operation and Maintenance Manual, and the Health and Safety File for review and comment. The content and structure of the Operation and Maintenance Manual is set out in Part 16 (Operation and Maintenance of Finished Building) of these Preliminaries and General Conditions).
- 9.43.2 In addition to the requirements of Condition 10.45.1 above, the Contractor shall submit to the documents, statements and other information listed in Condition 10.46 (Schedule of Requirements for Practical Completion).
- 9.43.3 The items required under the provisions of Conditions 10.45.1 and 10.45.2 above shall be submitted by the Contractor to the Employer's Requirements at least 30 Business Days prior to Practical Completion. Unless otherwise stated in the Conditions of Contract or

Schedule of Amendments to JCT Standard Form Design and Build Contract 2011, which is a separate document and form part of the Employer's Requirements thereto, receipt of these documents is a condition precedent of achieving Practical Completion.

9.44 SCHEDULE OF REQUIREMENTS FOR PRACTICAL COMPLETION

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| 9.44.1 | The Contractor shall be responsible for making certain that the Works (including commissioning) are complete in all respects before requesting the Employer's Agent to certify Practical Completion. |
| 9.44.2 | <p>The Contractor shall submit the documents, statements and information listed below, together with any other documents or information referred to in the Employer's Requirements prior to Practical Completion:</p> <ol style="list-style-type: none"> (1) Evidence, in writing, that the relevant Statutory Requirements have been complied with and any necessary consents or approvals which the Contractor is required to obtain have been obtained, including third party certification, made by "competent" person(s) (two aspects): <ol style="list-style-type: none"> a. Building Regulations (compliance); and b. Fire Officer Certificate (if required). (2) Statement, in writing, from the CDM Co-ordinator that (as Principal Contractor) the Contractor has provided all Health and Safety information specifically required by the Construction (Design and Management) Regulations. Statement to be submitted on CDM Co-ordinator's headed paper. (3) Statement, in writing, from the Contractor to confirm that the Works, subject to any defects and outstanding works listed on the 'Schedule of Defects and Outstanding Works', comply with the contract requirements. Statements to be submitted on the Contractor's headed paper. (4) Statement, in writing, from all Employer's Compliance Team that the Works have been completed in accordance with the Employer's Requirements. Statements to be submitted on the Consultants' headed paper. (5) Schedule of defects and outstanding works prepared by the Employer's Compliance Team – Listing those items which should not stop the issue of the Practical Completion Certificate (i.e. items to be dealt with during the 'Rectification Period'). (6) Notes: <ol style="list-style-type: none"> a. Method statement and programme for rectifying defects and completing outstanding works to be agreed between Employer and Contractor before Practical Completion. This is a condition precedent of Practical Completion being; b. Neither the existence nor the execution of any minor outstanding works or the rectification of any defects shall affect the use of the building; and c. Any services, including incoming services and equipment that have been installed are in full working and operate in accordance with the Contract. (7) Contractor's programme for the Rectification of defects, agreed with both the |

novated Design Consultants and Employer.

- (8) Statement, in writing, from the Party Wall Surveyor that works completed and signed off (if relevant);
- (9) Operation and Maintenance (O&M) and Health and Safety information (in both paper copy and electronic forms), including:
 - a. 'As-built' and 'as-installed' – prepared in accordance with the Employer's Requirements;
 - b. Full test and commissioning data of all mechanical, electrical, public health, lifts and façade cleaning systems;
- (10) Test certificates and reports required by the Employer's Requirements, including but not limited to:
 - a. Electrical installations;
 - b. Pressure vessels;
 - c. Lifts;
 - d. Façade access equipment (e.g. cleaning cradles and building maintenance units (BMUs);
 - e. Welding records; and
 - f. Full building envelope leakage test results.
- (11) Statement, in writing, from the appropriate novated Design Consultants that fire protection systems complete including means of escape, signage, and fire fighting equipment complete, operational and demonstrated;
- (12) CCTV survey of all 'as-built' drainage and sewer installations;
- (13) Keys (2 master keys, one for the retail and office and one for the residential units along with 5 no. sets), fobs and security devices suitably labelled and scheduled and marshalled; including manhole keys. Key schedule, including quantity of each key to be provided; together with details as to where keys located/stored;
- (14) Meter readings taken of all incoming services (prior to handover/at Practical Completion);
- (15) Confirmation of full training demonstration of all installations to Employer's maintenance staff;
- (16) Training schedule and record of training, including whom training is given and when given.
- (17) Details and locations of all tools and spares provided to the Employer;
- (18) Call out and emergency cover details for Contractor and suppliers;
- (19) Measured survey of floors to demonstrate net internal areas (NIA) achieved;
- (20) Collateral warranties, product guarantees, etc... (signed and issued to the

Employer);

- (21) Constructors Scheme Certificate, demonstrating that the required score has been achieved; and
- (22) A brief guide, written in simplistic terms, covering information relevant to the tenants, occupants and non-technical members of the Employer's Building Management, including guidance on the operation and environmental performance of the building.

9.44.3 Practical Completion shall only be considered when all Bonds, Guarantees and Warranties, completed as necessary, have been executed and returned to the Employer by the Contractor.

9.45 FINAL INSPECTION

- 9.45.1 The Employer and Employer's Compliance Team shall carry out visual inspections of the Works. Should defective Products or work be evident that will impact on the ability to confirm that Practical Completion has been achieved by the Contractor, the Employer shall prepare and issue a 'Schedule of Defects and Outstanding Works' to the Contractor. Such defects must be rectified, and outstanding works be completed, by the Contractor before the Practical Completion Statement will be issued. Should the Employer be required to issue a 'Schedule of Defects and Outstanding Works', the Contractor shall prepare a programme (i.e. a Rectification Programme') showing his timescales for rectifying the defects and outstanding works noted. The Rectification Programme shall be submitted by the Contractor to the Employer within 3 Business Days of receipt of a 'Schedule of Defects and Outstanding Works'.
- 9.45.2 The Contractor shall permit representatives of any Fund and/or Tenants to attend Final Inspections and the Contractor shall consider all comments in assessing outstanding items of work, defects and the like. The Employer will consider such comments in assessing whether or not Practical Completion has been achieved.
- 9.45.3 The Contractor shall give the Employer at least 15 Business Days notice of the final inspection. A minimum of 10 Business Days between Employer final inspection and Handover will be allowed. The Contractor will accompany the Employer's representative and Employer on the final inspection and make his own notes of any defective work which will also be recorded by the Employer.
- 9.45.4 The Contractor shall provide a bulb/tube to each light fitting, access and artificial light to unlit spaces for inspection purposes and shall ensure that the heating system is put into operation the Business Day before and during the inspection visit.
- 9.45.5 Buildings/Structures will not be accepted for final inspection unless all the items on the 'snagging list' have been completed by the Contractor. Only in exceptional circumstances will a 'Schedule of Outstanding Defects/ Works' be accepted at Practical Completion, in which case the Contractor shall give the Employer, within 5 Business Days of such notification, a programme showing when and a method statement showing how the outstanding defects/ works are to be rectified. The Contractor shall also notify the Employer of the firm date by which all outstanding defects/ works will be rectified/ completed.
- 9.45.6 No inspection or snagging by the Employer or the Employer's Representative shall relieve the Contractor of his Contractual responsibilities. In the event of a defect being found subsequent to any snagging or Handover inspection, it must be dealt with depending upon the seriousness or otherwise of the fault/ defect in accordance with the time periods set out in Condition 9.47 (Defects during the Rectification Period) below by the Contractor.
- 9.45.7 The Contractor shall provide access equipment and suitable facilities including attendant labour for all inspections. The cost to the Contractor of providing access equipment, facilities and attendant labour for all inspections shall be deemed to be included in the Contract Sum.

9.46 PRE-HANDOVER MEETING

- 9.46.1 Once the buildings/structures have been de-snagged a Pre-Handover meeting is to be arranged at least 2 Business Days prior to formal Handover.
- 9.46.2 The Contractor is required to attend a Pre-Handover and Handover meeting with the Employer.
- 9.46.3 The purpose of the Pre-Handover meeting will be to ascertain that any outstanding defects (which must be minimal) can be satisfactorily rectified prior to Handover and that the works generally are suitable for Handover.

9.47 HANDOVER

- 9.47.1 The Contractor is required to attend a Handover meeting with the Employer. At Handover, gas, electricity and water meter readings will be recorded by the Contractor and submitted to the Employer's Agent. The Contractor shall be responsible for all gas, electricity and water consumed prior to the readings being taken together with any standing charges levied up to the date of Handover.

9.48 PROTECTION OF UNOCCUPIED BUILDINGS/STRUCTURES AFTER PRACTICAL COMPLETION

- 9.48.1 The Contractor shall, if required by the Employer, at times of the year subject to frost, drain down all water storage and heating installations as may be necessary to protect same from frost damage. The Contractor shall also allow for re-filling and testing prior to the Owner/Tenant taking possession. The Contractor may offer alternative arrangements to these for consideration by the Employer.

9.49 DEFECTS DURING THE RECTIFICATION PERIOD

- 9.49.1 The Employer may at any time during any Rectification Period issue Instructions requiring the Contractor to rectify any defects, omissions or other faults in the Works or any Section which are, or may become, apparent during the relevant Rectification Period.
- 9.49.2 The Contractor shall without delay and at his own cost rectify, reinstate, replace or otherwise make good any defects, omissions or other faults notified to him in accordance with Condition 9.47.1 above. All making good shall take place on the Site; however if equipment has to be repaired elsewhere, the Contractor shall, free of charge, loan similar equipment to meet the Requirements in relation to the Works as a whole whilst the original equipment is repaired. The rectification of all defects, omissions or other faults shall be carried out in accordance with health and safety guidelines current at the time the repair work is carried out. If there is a lead-in time for the replacement of any defective equipment that exceeds the timescales for rectifying defects referred to earlier in this Condition, the Contractor shall notify the Employer, in writing, of the predicted timescale for rectification with supporting evidence of the predicted timescale.
- 9.49.3 The Employer shall reimburse the Contractor for any costs properly incurred in accordance with Condition 9.47.2 above to the extent that the Employer and/or the Employer's Agent is satisfied that the defects, omissions or other faults occurred despite compliance with the Contract in all respects by the Contractor or his subcontractors or agents. In such circumstances the Employer shall issue an Instruction.
- 9.49.4 Unless otherwise agreed in writing with the Employer, the Contractor shall make arrangements for access during the Rectification Periods through the nominated Employer's Representative. The Contractor shall give the Employer's Representative reasonable notice of the precise dates for access to the various parts of the Works for the purpose of rectifying defects.

- 9.49.5 The Employer's Representative will, where possible, give access to the Contractor during the Contractor's normal working hours. Notwithstanding this, access to certain areas may only be permissible outside normal working hours and on specific dates. This limitation shall not be a ground for claim for additional expense on the part of the Contractor.
- 9.49.6 The Contractor shall notify the Employer's Representative, in writing, when he has rectified the defective works instructed.
- 9.49.7 Defects are classified as: 'Emergency'; 'Urgent'; 'Routine'; and 'Other Defect'. Each classification has a different response time. The Contractor shall comply with the following requirements in respect of rectifying defects:
- (1) 'Emergency':
- a. An 'Emergency' shall constitute an unacceptable security, health or safety, or operational risk or involve a defect which if not attended to immediately would be detrimental to the property, shops within the property or public areas affected by the works including, but not limited to: water ingress, major plumbing leaks, lack of heating and hot water, dangerous electrical faults, overflowing sewage and the like.
 - b. 'Urgent' defects shall be rectified within 12-hours of notification unless an alternative period is agreed in writing. If the Contractor fails to put defects right within 12-hours or such alternative period as is agreed, other arrangements will be made by the Employer and the cost incurred by the Employer will be deducted from sums otherwise due to the Contractor by the Employer.
 - c. The Contractor will be asked to confirm that a repair can be effected repair within the required timescale. In the event that a negative reply is received from the Contractor, other arrangements will immediately be made by the Building Manager to appoint others to undertake the repair or other remedial works; and the cost, including any administrative costs, incurred by the Employer will be deducted from sums otherwise due to the Contractor by the Employer.
 - d. Should the Contractor be called-out' to rectify an 'Emergency' defect which proves not to be a defect of the Contractor's making, the Employer shall reimburse the Contractor for reasonable costs incurred as a result of the miss-call. Notwithstanding this, the Contractor shall be required to demonstrate that he was not responsible for the defect.
- (2) 'Urgent':
- a. These relate to problems which severely inconvenience the running of the building, shops within the property or public areas affected by the works.
 - b. 'Urgent' defects shall be rectified within 24-hours of notification unless an alternative period is agreed in writing. If the Contractor fails to put defects right within 24-hours or such alternative period as is agreed, other arrangements will be made by the Employer and the cost, including any administrative costs, incurred by the Employer will be deducted from sums otherwise due to the Contractor by the Employer.
 - c. The Contractor will be asked to confirm that a repair can be effected repair within the required timescale. In the event that a negative reply is received from the Contractor, other arrangements will immediately be made by the Building Manager to appoint others to undertake the repair or other remedial works; and the cost, including any administrative costs, incurred by the Employer will be deducted from sums otherwise due to the Contractor by the Employer.
 - d. Should the Contractor be called-out' to rectify an 'Urgent' defect which

proves not to be a defect of the Contractor's making, the Employer shall reimburse the Contractor for reasonable costs incurred as a result of the miss-call. Notwithstanding this, the Contractor shall be required to demonstrate that he was not responsible for the defect.

(3) 'Routine':

- a. 'Routine' defects are problems which render the building difficult to use; and cannot be left until the end of the Rectification Period. Examples include: defective ironmongery (provided security is not impaired), sticking doors and windows (provided security is not impaired), single electric light or point not working and like items.
- b. 'Routine' defects shall be rectified within 5 Business Days of notification unless an alternative period is agreed in writing. If the Contractor fails to put defects right within 5 Business Days or such alternative period as is agreed, other arrangements will be made by the Employer and the cost incurred by the Employer will be deducted from sums otherwise due to the Contractor by the Employer.

(4) 'Other Defects':

These are defects, which shall be dealt with in accordance with the Contract. All calls by occupiers shall be routed to the Building Manager, who will call the Contractor in order to filter non-essential calls, routine maintenance calls and to monitor all defect calls.

- 9.49.8 The Contractor shall provide the Employer and Building Manager with points of contact, contactable during both 'normal' and 'out-of-hours', who shall be have the authority to receive and action the Employer's requirements in respect of 'Emergency' and 'Urgent' defects. The following details are to be submitted to the Employer's Agent at Practical Completion: name(s); telephone number; mobile number; and email address.
- 9.49.9 Should the Contractor encounter any difficulties in obtaining access to the property, the Employer shall be informed immediately.
- 9.49.10 Should the Contractor consider that an item to be rectified not to be defect for which he is responsible under the contract conditions, the Contractor shall submit a report, in writing setting out why the work is not classified as a defect for which he is responsible to the Employer.
- 9.49.11 Defects arising during the Rectification Period will be notified to the Contractor on a standard form which incorporates provision for it to be signed by the Building Manager where the defect has arisen. It is a requirement that the Contractor has the standard form signed by the occupier once they are satisfied that the defect has been satisfactorily remedied and return the signed form to the Employer to be received within 24-hours of the time limit specified for remedying the defect. Failure to comply with this requirement will result in the Employer making alternative arrangements to have the work carried out and deducting the cost of same, including abortive call out charge, from monies due to the Contractor.
- 9.49.12 The Contractor should note that access for rectifying defects within buildings/ structures, unless notified otherwise, must be arranged with the Building Manager or Tenant as appropriate. Access during normal working hours cannot be guaranteed. The Contractor shall allow for all costs he may incur in complying with this requirement.
- 9.49.13 In the event that the Contractor fails to rectify any defect within the period stated:

- (1) In the case of 'Emergency' and 'Urgent' defects, the Employer shall notify the Contractor, in writing, that he is to immediately employ another Contractor to correct the defect or defects and that all costs incurred by the Employer in respect of such action shall be recoverable from the Contractor.

- (2) In the case of all 'Routine' and 'Other' defects, the Employer shall give the Contractor 5 Business Days notice, in writing, of his intention to employ another Contractor to correct the defect or defects should the Contractor not complete the works himself within 5 Business Days and that all costs incurred by the Employer in respect of such action shall be recoverable from the Contractor. The Employer shall include a copy of the quotation that he has received from the Contractor that he proposes to employ to remedy the defect or defects with the notice.
- (3) Any costs incurred by the Employer, including the cost of the works and administrative costs, shall be recoverable from the Contractor by the Employer. Such monies may be deducted by the Employer from any sum or sums then due or which may at any time thereafter become due to the Contractor under the Contract.
- (4) Notwithstanding the provisions of Conditions 9.47.13(1) to (3) above, the Employer shall take due cognisance of any problems that have arisen in granting the Contractor access to carry out any repair or repairs, and/or periods required for the delivery of Products, equipment or other articles/ items required to complete the remedial Works, before instructing another Contractor to carry out the remedial Works.
- 9.49.14 The Contractor shall produce a 'Defects Monitoring Report' on a monthly basis, during the Rectification Period, detailing rectification of all defects notified during the previous month plus a summary of all outstanding defects since Practical Completion. The report relating to the defects that occurred in the previous month must be made available to the Employer's Representative in the first full week of each calendar month.
- 9.49.15 The Contractor shall rectify the defects within the specified response time given on the Employer's instruction to rectify defects.

PART 10.0 SECURITY PROVISIONS

10.1 SECURITY DURING THE WORKS

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| 10.1.1 | The Contractor shall be responsible for, and allow for all costs in connection with, safeguarding the Site, the Works, Products, and any existing buildings affected by the Works from damage, theft and vandalism on a 24-hour a day, 7 days a week basis. The Contract Sum shall be deemed to include for all costs incurred by the Contractor in relation to security measures. |
| 10.1.2 | At all times, the Contractor shall take, and allow for all costs in connection with, all proper (24-hour/7 days a week) precautions necessary to prevent unauthorized access to the Site, the Works and adjoining property, including providing all necessary watching and lighting for the security of the Works and the protection of the public; as well as the Contractor's own employees (including those of sub-consultants, subcontractors and suppliers). |
| 10.1.3 | Proper precautions shall include the provision of Physical security, Intruder alarms, CCTV systems, Access control system(s), and Fire alarms. |
| 10.1.4 | In addition, the Contractor shall implement and operate a 'Security Pass System' in accordance with the requirements of Condition 10.2 (Passes) below. |
| 10.1.5 | The Contract Sum shall be deemed to include for the Contractor providing all necessary temporary security screens to any openings before the permanent doors, windows or the like are fixed. |
| 10.1.6 | The Contractor shall keep and maintain up-to-date daily records of all persons visiting the Site, including those of his sub-consultants', subcontractors' and suppliers'; as well as all Employer representatives. Such records can be paper based or computerised. The Contractor shall submit the records to the Employer's Agent or Quantity Surveyor on request. |

10.2 PASSES

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| 10.2.1 | The Contractor shall implement and operate a 'Security Pass System'. Passes shall incorporate an up-to-date facial (passport type) photograph of the pass holder. The Contractor shall make arrangements for their issue. The passes shall be returned to the Contractor at any time on the demand of Contractor and, in any event, on the date of the issue of the last Certificate of the Expiry of the Rectification Period. |
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10.3 SECURITY AT COMPLETION

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| 10.3.1 | At Practical Completion, the Contractor shall leave the Works secure with, where appropriate, all accesses closed and locked. In addition, the Contractor shall account for and adequately label all keys and handover to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt. |
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10.4 SECURITY MANAGEMENT PLAN

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| 10.4.1 | NOT USED. |
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PART 11.0 HEALTH AND SAFETY

11.1 SAFETY, HEALTH AND WELFARE OF WORKPEOPLE GENERALLY

- 11.1.1 The Contractor shall throughout the period of carrying out the Works have full and proper regard to the safety and health of all persons entitled to enter upon the Site and shall keep the Site in such a manner so as to keep to a minimum any danger and/or hazard to such person including any health and safety and/or environmental risks to such persons. In the event of a breach of this requirement the Contractor shall fully indemnify the Employer against all claims, losses, demands, costs expenses and damages; be it by way of a criminal or civil action.
- 11.1.2 The Contractor shall comply with the requirements of all relevant and current and UK Acts of Parliament and in particular the:
- (1) The Health and Safety at Work Act 1974;
 - (2) Construction (Design & Management) Regulations 2007 (CDM Regulations)
 - (3) Control of Substances Hazardous to Health (COSHH) Regulations 2002;
 - (4) Work at Height Regulations (as amended 2007);
 - (5) Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR);
 - (6) Control of Noise at Work Regulations 2005;
 - (7) Control of Asbestos Regulations 2012.
- and any other Statutory Instrument, Order of other regulation, by-law or amendment made under the Act or any other Act or Regulation applicable to the health and safety of persons involved with or affected by the execution of the Contract.
- 11.1.3 The Contractor shall co-operate with all requirements of the CDM Co-ordinator.
- 11.1.4 The Contractor shall prepare, implement and maintain 'on-Site rules' in accordance with the requirements of Condition 11.10 (Contractor's On-Site Rules) below.
- 11.1.5 The Contractor shall prepare, implement and maintain a 'Site Emergency Plan' in accordance with the requirements of Condition 11.11 (Contractor's Site Emergency Plan) below.
- 11.1.6 The Contractor shall provide health and safety induction training in accordance with the requirements of Condition 11.3 (Health and safety training) below.
- 11.1.7 The Contractor shall report any injury (including near misses), disease or dangerous occurrence arising out of the performance of his obligations under the Contractor's Contract which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) to the Employer or the Employer's Agent. This shall be in addition to any report which the Contractor may be required to submit under RIDDOR to the relevant enforcing authority (e.g. the Health and Safety Executive or Local Authority).
- 11.1.8 The Contractor shall comply with any HSE Approved Codes of Practice applicable to the Works.
- 11.1.9 The Contractor shall notify the CDM Co-ordinator, the Employer and the Employer's Agent of any special health or safety hazards which might be involved in the carrying out of the Works and shall advise, in writing, of any precautions that ought to be taken as soon as such issues become known to the Contractor.
- 11.1.10 The Employer shall notify the Contractor of any special health or safety hazards which might be encountered on the Site by the Contractor and shall advise the Contractor of any precautions that ought to be taken. Any such notification or advice given by the Employer in accordance with this Condition shall not in any way affect the Contractor's liability in respect of health and safety under the Contract and the Contractor whilst complying with the precautions notified by the Employer shall rely upon his own assessment and understanding of the hazard.

- 11.1.11 The Contractor shall immediately draw to the attention of his employees, sub-consultants, subcontractors, the employees of sub-consultants and subcontractors and all other persons under his control:
- (1) All hazards required to be notified under Condition 11.1.9 above; and
 - (2) All hazards of which the Employer gives him notice.
- 11.1.12 The Contractor shall take all steps necessary to ensure that such persons are adequately instructed on such hazards and any associated safety measures.
- 11.1.13 The Contractor shall provide to the Employer's Agent:
- (1) Copies of the section of his own and his subcontractors' safety policies relevant to hazards notified under Condition 11.1.9 above; and
 - (2) Copies of all notifications and instructions issued under Condition 11.1.10 above.

11.2 CONTRACTOR'S HEALTH AND SAFETY SUPERVISOR

- 11.2.1 The Contractor shall appoint a Health and Safety Supervisor, must have a safety policy, must instigate all welfare measures, provide a first aid kit and take all necessary measures to exclude children and other unauthorised persons from the work areas in the interest of their safety in accordance with the requirements of the Health and Safety Executive.

11.3 HEALTH AND SAFETY TRAINING

- 11.3.1 The Contractor shall provide adequate health and safety induction training to all his employees (including those of sub-consultants, subcontractors and other agents), the Employer's representatives, the Employer's Agent, the Employer's Compliance Team, other agents of the Employer, and all other visitors to the Site. Such training shall explain to the inductees the requirement to observe Site specific elements appropriate to their own work activities and Site wide hazards.
- 11.3.2 All Contractors' employees shall receive health and safety induction training before being permitted to work on Site.
- 11.3.3 Additional health and safety training, including tool box talks, shall be provided by as necessary by the Contractor. The Contractor shall give the Employer, the Employer's Agent and the Employer's Compliance Team the opportunity to attend any such additional training.
- 11.3.4 The Contractor shall bear the cost of all on-Site and off-Site health and safety training, including the cost of attendance of the Employer's representatives.

11.4 PUBLIC SAFETY

- 11.4.1 The Contractor shall protect the public and occupiers of adjoining property and ensure means of escape in the event of fire are maintained at all times.

11.5 EMPLOYER'S COMPLIANCE TEAM SITE VISITS

- 11.5.1 The Contractor shall submit details in advance, to the Employer's Agent, of safety provisions and procedures (including those relating to Products, which may be deleterious), which will require their compliance when visiting the Site.

- 11.5.2 The Contractor shall provide all necessary safety and protective clothing for the exclusive use of the Employer, the Employer's Agent, the Employer's Consultants and other visitors to the Site in accordance with these Employer's Requirements.

11.6 CONSTRUCTION (DESIGN & MANAGEMENT) REGULATIONS 2015

- 11.6.1 The Contractor's attention is drawn to the Regulations and the Approved Code of Practice entitled 'Managing Construction for Health & Safety – Construction (Design & Management) Regulations 2015 – Approved Code of Practice', which came into force on 6 April 2007 and he will be deemed to have fully considered the implication of these and any subsequent amendments made thereto.
- 11.6.2 The Contractor shall be appointed as the 'Principal Contractor', as defined by the CDM Regulations, from the date of the execution of the Contract or the date of a 'Letter of Intent' issued to the Contractor by the Employer, whichever is earliest. In addition, the Contractor, by undertaking the design and specifying Products, will be subject to the duties and responsibilities of the 'Designer' under the CDM Regulations.
- 11.6.3 The Contractor shall perform all the duties of the Principal Contractor and Designer as set out in the CDM Regulations and he shall liaise with the CDM Co-ordinator and ensure that any employee, agent, sub-consultant, subcontractor or supplier of his complies with the CDM Regulations and co-operates with the CDM Co-ordinator so as to enable the CDM Co-ordinator to carry out his duties under the CDM Regulations.
- 11.6.4 The Contractor shall allocate adequate resources to enable him to fully comply with the provisions imposed upon him by the CDM Regulations. When requested by the Employer's Agent, the Contractor shall provide evidence of adequate resources.
- 11.6.5 The Contractor shall ensure that all of his sub-consultants and subcontractors comply with the "Requirements and Prohibitions on Contractors" noted within Regulations 13 and 19 of the CDM Regulations.
- 11.6.6 The Contract Sum shall be deemed to include all costs attributable to the Principal Contractor's and Designer duties. No additional costs or charges will be allowed by the Employer due to failure by the Contractor to fully to consider the implication of the Regulations.
- 11.6.7 The Principal Contractor and any Designer employed by, or appointed by the Principal Contractor, or appointed on the Principal Contractor's behalf, shall liaise with the CDM Co-ordinator and provide all information the CDM Co-ordinator reasonably requires to comply with his duties under the Regulations, as necessary.

11.7 PRE-CONSTRUCTION INFORMATION DOCUMENT

- 11.7.1 The Pre-Construction Information Document is a separate document issued as part of the Invitation Documents. Nothing contained within the Employer's Requirements are intended to override the Pre-Construction Information Document. The Pre-Construction Information Document is at Section 2 to the Employer's Requirements.

11.8 CONSTRUCTION PHASE PLAN

- 11.8.1 At least 10 Business Days before the commencement of works on Site, the Contractor shall submit to the CDM Co-ordinator and the Employer's Agent the Principal Contractor's Construction Phase Plan containing all the information required by Appendix 3 of Approved Code of Practice L144 (Managing Health and Safety in Construction) and the Contractor shall not commence works until the CDM Co-ordinator has advised in writing that the Plan is of an appropriate standard. Such confirmation shall not relieve the Contractor of his liability under the CDM Regulations. The Contractor shall notify the Employer's Agent and the CDM Co-ordinator of all amendments to the Plan.

11.8.2

The Contractor shall develop the Principal Contractor's Construction Phase Plan from and drawn the Pre-Construction Information Document and other Employer's Requirements. The content of the Principal Contractor's Construction Phase Plan shall include, but is not limited to, the following:

- (1) Summary Project information, including: project name: project address: description of the scope of the works; outline method statement, form of contract; existing environment; previous land use; surrounding area; existing services; existing structures; ground conditions; existing traffic systems; and programme;
- (2) Management team organisation and responsibilities, including: management team function; project team organisation and personnel; and responsibilities;
- (3) Information about restrictions which may affect the Works, including: access/egress arrangements; deliveries; traffic and pedestrian routes; accident, fire and emergency services; any other restriction noted in the Pre-Construction Information Document (refer to Section 2 (Pre-Construction Information Document) of the Employer's Requirements;
- (4) Safety risk registers, including: the existing environment; and the design;
- (5) Identification and effective management of activities with risk to health and safety, including: risk assessments; and safety method statements;
- (6) Arrangements to give directions and to co-ordinate other contractors, including: safety training; safety inspections; and safety meetings;
- (7) Arrangements for vetting designers, subcontractors, suppliers of products (materials), machinery and plant with regard to health and safety, including: subcontractors; plant; machinery; noise; and COSHH arrangements. This section shall also address the Contractor's procedures for:
 - a. Assessing the competence of designers, subcontractors and suppliers; and
 - b. Selection procedures for ensuring competency of designers, subcontractors and suppliers.
- (8) Management meetings and initiatives;
- (9) Design work carried out during the Construction Phase;
- (10) Emergency arrangements, including: accident procedure, including reporting RIDDOR information; fire action plan; evacuation procedure; fire prevention, and procedures for investigating accidents and incidents (including just near misses);
- (11) Maintenance of welfare facilities;
- (12) Provision of information (about Health and Safety hazards), including:

	information for subcontractors, co-ordination of subcontractors and co-operation of subcontractors; training; health and safety information; display of statutory notices; and Site registers and documentation;
	(13) Procedures for informing other Contractor and Employees of Health and Safety hazards;
	(14) Consulting and co-ordinating the views of people;
	(15) Site Rules;
	(16) The Health and Safety File; and
	(17) Monitoring health and safety performance, including: monitoring; and Project review.
11.8.3	The information set out below is to be incorporated in the Principal Contractor's Construction Phase Plan by way of annexes to the main Plan:
	(1) Project Directory;
	(2) Site specific safety induction, including Site rules;
	(3) Notification of Project;
	(4) Site layouts and Fire Plan;
	(5) Design and Construction Programme;
	(6) Emergency procedures; and
	(7) Detailed method statements and detailed risk assessments, including: those required of the Contractor's subcontractors - identifying the safe working procedures, hazard reduction proposals, and control measures for all hazardous operations and the hazards identified within the Pre-Construction Information Document provided by the CDM Co-ordinator;
11.8.4	The Principal Contractor shall also include the following information in the Construction Phase Plan:
	(1) Details of the main health and safety hazards that are likely to or might occur during the Works, together with details of any measures that are to be taken, including a list of method statements and risk assessments required to be obtained;
	(2) Principal technical standards and guidance notes associated with any hazards that might arise;
	(3) Names, qualifications and experience of the Contractor's safety, health and welfare personnel engaged in the Works;
	(4) Administrative procedures for:

- a. Issuing Health and Safety instruction notices and the like;
 - b. Informing sub-contractors, suppliers and employees health and safety hazards; and
 - c. Review and audit of work generally to confirm that the Works are being completed in compliance with the defined procedures and in accordance with any method and risk assessments;
- (5) Arrangements for co-operation and co-ordination between Principal Contractor, Contractor's Design Consultants, subcontractors, suppliers, fitting-out contractors, Statutory Authorities/Undertakers, contractors appointed directly by the Employer, etc.; and
- (6) Communication strategy - procedures for communications between the Contractor's Site Management Team, the Contractor's Design Consultants, subcontractors, suppliers, and on-Site operatives.
- 11.8.5 The Contractor shall allow sufficient time in his Programme for the Construction Phase Plan to be reviewed by the CDM Co-ordinator and all other duties under the Regulations, so as not to delay the progress of the Works.
- 11.8.6 The Contractor shall regularly review, maintain and update the 'Principal Contractor's Construction Phase Plan'. Provide evidence of review to the CDM Co-ordinator and/or the Employer's Agent upon request.

11.9 HEALTH AND SAFETY FILE

- 11.9.1 The Principal Contractor and any Designer employed by, or appointed by the Principal Contractor, or appointed on the Principal Contractor's behalf, shall provide the Employer with all health and safety information required by the Construction (Design & Management) Regulations 2007, as well all the additional information required to be incorporated in the Health and Safety File specified elsewhere in the Employer's Requirements, and shall comply sufficiently with all written requests of the CDM Co-ordinator, and/or the Employer's Agent, to provide such information.
- 11.9.2 The Contractor shall provide both electronic and hard copies of the Health and Safety File information in accordance with these Employer's Requirements.
- 11.9.3 The Contractor shall allow sufficient time in his Programme for the Construction Health and Safety Plan to be reviewed by the CDM Co-ordinator and all other duties under the Regulations, so as not to delay the progress of the Works.

11.10 CONTRACTOR'S ON-SITE RULES

- 11.10.1 The Contractor shall prepare and implement specific on-Site rules. The Contractor's 'on-Site rules' shall cover, but are not limited to, the following:
- (1) Passes, including booking into and out of the Site;
 - (2) Emergency procedures;
 - (3) Fire procedures and precautions, covering fire escape routes and use of fire extinguishers;
 - (4) Smoking;
 - (5) Drinking and Drugs;
 - (6) Behaviour;
 - (7) Personal Protective Equipment (PPE), including the use of head, hand and foot protection, and high visibility jacket;
 - (8) First aid assistance;
 - (9) Welfare facilities;

- (10) Invasive work;
- (11) Permits to work procedures, including 'hot' work;
- (12) Traffic restrictions;
- (13) Security;
- (14) House keeping;
- (15) Disposal of waste; and
- (16) Unauthorised persons.

11.11 CONTRACTOR'S SITE EMERGENCY PLAN

11.11.1

The Contractor shall formulate and submit a Site-specific emergency plan (hereinafter referred to as the 'Site Emergency Plan') to the Employer's Agent and CDM Co-ordinator at least 20 Business Days before the commencement of Site works. The main objectives of the Contractor's Site Emergency Plan shall be to:

- (1) Control or limit any effect that an emergency or potential emergency may have on or off Site;
- (2) Facilitate emergency response and to provide such assistance on the Site as is appropriate to the situation;
- (3) Ensure that all vital information is communicated to relevant and external agencies as soon as possible;
- (4) Facilitate the reorganisation and recovery operations so that normal operations can be resumed;
- (5) Provide relevant emergency training so that a high level of emergency preparedness can be continually maintained; and
- (6) Provide a basis for the revision of emergency procedures.

11.11.2

Contractor's Site Emergency Plan shall cover, but is not restricted to, the following:

- (1) Emergency contact information, including:
 - a. Contractor's Emergency Response Coordinator;
 - b. Emergency Services;
 - c. Nearest Hospitals;
 - d. Nearest Doctors' surgery; and
 - e. Nearest Dental surgery;
- (2) Emergency response procedures, including:
 - a. Internal alerting procedures; and
 - b. External alerting procedures;

- (3) Procedures for dealing with the following:
- a. Accident and incident, including near misses, reporting;
 - b. Fire, taking into account of the requirements of the latest edition of 'Fire Prevention on Construction Sites: The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation (published by the Construction Confederation)', any Fire Strategy Reports included as part of the Employer's Requirements and any other requirements described in these Preliminaries and General Conditions;
 - c. Gas leaks;
 - d. Chemical spill/release;
 - e. Disposal of contaminants and debris;
 - f. Site restoration/remediation;
 - g. Safety training; and
 - h. Safety practice exercises;
- (4) Evacuation procedures.
- 11.11.3 The Contractor shall regularly review, maintain and update the 'Site Emergency Plan'. Provide evidence of review to the Employer's Agent upon request.

11.12 HEALTH AND SAFETY PERFORMANCE

- 11.12.1 The Contractor shall regularly monitor all aspects of his health and safety regime, including, but not limited to:
- (1) Measuring how well your health and safety policy has been implemented;
 - (2) Proactive monitoring (i.e. action before accidents happen), including:
 - a. Regular safety inspections to check that your standards are being implemented and management controls are working and reporting thereof (i.e. providing regular 'Safety Inspection Reports'); and
 - b. Detailed 'Safety Audits' and reporting thereof.
 - (3) Reactive monitoring (i.e. examining events after they happened and implementing lessons learnt); and
 - (4) Maintaining records of all accidents and incidents (including just near misses);
- 11.12.2 Evidence of health and safety performance monitoring shall be submitted by the Contractor to the CDM Co-ordinator, and or the Employer's Agent, on request.
- 11.12.3 The Contractor shall include a summary report on health and safety matters in his 'Contractor's Progress Report'. This shall include details of accidents and incidents (including just near misses) in accordance with the requirements of Condition 8.49 (Contractor's Progress Report) of these Preliminaries and General Conditions.
- 11.12.4 Unless otherwise agreed in writing by the CDM Co-ordinator, the Contractor shall hold health and safety performance monitoring meetings at monthly intervals. A schedule of meeting dates shall be agreed with the CDM Co-ordinator and incorporated in the Principal Contractor's Construction Phase Plan. The Contractor shall give the CDM Co-ordinator the opportunity to attend all meetings in connection with health and safety matters.

11.13 NOISE AND NUISANCE GENERALLY

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| 11.13.1 | The Contractor shall allow for all considerations in complying with the provisions of the Environmental Protection Act 1990. |
| 11.13.2 | The Contractor shall take proper precautions for the prevention of nuisance arising from traffic, obnoxious fumes, smoke or excessive noise from mechanical plant, compressors, hammers and the like and shall allow for work to be carried out at such times and in such order as not to inconvenience the public, adjoining owners and occupants of adjacent buildings. |
| 11.13.3 | The Contractor shall take proper precautions to protect the occupiers of adjacent land or properties in the vicinity of the Site and the general public from any discomfort, disturbance, trespass or nuisance whatsoever or howsoever arising from the Works. |
| 11.13.4 | The Contractor shall be responsible for dealing with any complaints that may arise due to failure by the Contractor to comply with the Employer's Requirements in respect of noise and nuisance and for making such arrangements and negotiations as may be necessary, including temporarily suspending any portion of the Works and shall include for everything necessary, including reprogramming of the Works, to enable the Works to be completed by the Date and/or Dates for Completion. |
| 11.13.5 | The Contractor shall fully indemnify the Employer against all claims, losses, demands, costs expenses and damages in respect of noise or nuisance arising from the Works; be it by way of a criminal or civil action. The Contract Sum shall be deemed to include for all costs incurred by the Contractor arising from the stoppage or reprogramming of the Works because of noise or nuisance arising from the Works. |

11.14 NOISE CONTROL

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| 11.14.1 | The Contractor's attention is particularly drawn to Sections 60 and 61 of Part III of the Control of Pollution Act 1974 which relate to noise on construction and demolition sites. The Contractor shall obtain any necessary consent required for the Works from the Local Authority under Part III of the Control of Pollution Act relating and comply with any noisy working restrictions imposed by the Planning Approval, the Local Authority or the Police. |
| 11.14.2 | Unless more exacting noisy working restrictions are imposed by the Planning Approval, the Local Authority or the Police: <div style="margin-left: 40px;"> <p>(1) Noise levels from the Works: Shall not exceed the statutory requirements imposed by the Noise at Work Regulation 2005.</p> <p>(2) The Contractor shall comply generally with the recommendations of BS 5228-1, clause 9.3 to minimize noise levels during the execution of the Works.</p> </div> |
| 11.14.3 | Notwithstanding the requirements of any noisy working restrictions imposed by the Planning Approval, the Local Authority or the Police, the amount of noise made on the Works is to be kept to a minimum by the Contractor. The Contractor shall not use mechanical plant in ways or at times that may cause nuisance. Generators, compressors, percussion tools, vehicles and other noisy mechanical plant are to be muffled at all times by means of silencers, screens and the like, and in this respect the Contractor's attention is drawn to DOE Leaflet 72 about noise. The Contractor shall fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles. |
| 11.14.4 | The use of radios, transistor set receivers or audio equipment by Contractor's employees, including employees of sub-consultants and subcontractors, will not be permitted on Site. |

11.15 NUISANCE

11.15.1

The Contractor shall take proper precautions for the prevention of nuisance arising from:

- (1) Smoke, dust, rubbish, vermin and other causes;
- (2) Traffic, obnoxious fumes, smoke; and
- (3) Hazardous build-up of surface water on Site, in excavations and to surrounding areas and roads.

11.15.2

The Contractor shall not use mobile phones or permit employees, including those of sub-consultants and subcontractors, to use in areas, ways or at times that may cause nuisance.

11.16 INSTRUCTIONS

11.16.1

No instruction issued to the Contractor by the Employer or the Employer's Agent shall relieve the Contractor from his obligation to comply with the Control of Pollution Act 1984, the Control of Noise (Code of Practice for Construction sites) Order and any other Statutory Obligation.

11.17 OCCUPIED PREMISES

11.17.1

Existing buildings adjoining the Site will be occupied and/or used during the Contract. Refer to Part 2 (The Site and Existing Buildings) of these Preliminaries and General Conditions.

11.17.2

The Contractor shall carry out construction works without undue inconvenience and nuisance and without danger to occupants and users.

11.17.3

The Contractor shall ascertain all operations that are required to be carried out of normal working hours and include for all such overtime and/or weekend working in his Programme. The Contract Sum shall be deemed to include all costs incurred by the Contractor in carrying out all necessary overtime and/or weekend working.

PART 12.0 PROTECTION OF THE WORKS

12.1 GENERALLY

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| 12.1.1 | The Contractor shall be solely responsible for, and shall take all measures and precautions necessary for, the protection and preservation of the Site and the Works and all goods on the Site during the carrying out of the Works. The Contractor shall be deemed to have custody of all goods on Site for the purposes of this Condition. |
| 12.1.2 | The Contractor shall be solely responsible for, and shall take all reasonable and proper steps for protecting, securing, lighting and watching all places on or about the Works and the Site which may be dangerous to his workpeople or to any other person. The Contractor shall provide for protecting the safety of all persons engaged on the Works not in his direct employ and the Public no less adequately than is required for his own employees under statutory requirements. |
| 12.1.3 | The Contractor shall comply with any statutory regulations which govern the storage and/or use of all goods which are brought on to the Site in connection with the Works. |

12. PROTECTING THE WORKS

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| 12.2.1 | The Contractor shall carefully cover up and protect the Works or any building or structure exposed to climatic conditions. The Contractor shall affect adequate protective measures to minimise the risk of damages to the structure, services, finishing's, fittings and pavements. |
| 12.2.2 | The Contractor shall provide all necessary Products and take all measures to prevent the ingress of rain, snow and the like to any part of the Works during the Contract and clear away on completion. |
| 12.2.3 | The Contractor shall protect building interiors exposed to weather during the course of the Works with temporary enclosures of sufficient size to permit continued which will remain weather tight in severe weather conditions and permit continued execution of works in such weather conditions. |
| 12.2.4 | The installation of pipework, conduits, ductwork and the like which is susceptible to corrosion, radiators, machinery, electrical motors, valves, instruments and bright metalwork shall not take place until the building is sufficiently advanced and the Contractor's Programme must take this into account. |

12.3 DAMAGE TO THE WORKS

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| 12.3.1 | The Contractor shall be responsible for all damage caused to the Works and/or damage caused to any adjoining property consequent upon the Works shall be made good by the Contractor, at his own cost, to the satisfaction of the Employer's Compliance Team, the Local Authority, Statutory Authorities or other owner. |
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12.4 FIRE PREVENTION

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| 12.4.1 | The Contractor shall take all necessary safety precautions to prevent personal injury or death, and damage to the Works or other property from fire. |
| 12.4.2 | The Contractor shall comply with the requirements of the: <div style="margin-left: 40px;"> <p>(1) Project Fire Insurance Policy; and the</p> <p>(2) Joint Code of Practice 'Fire Prevention on Construction sites', published by the</p> </div> |

- 12.4.3 Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').
- Notwithstanding the requirements of the Project Fire Insurance Policy and the Joint Code of Practice 'Fire Prevention on Construction sites', the Contractor shall:
- (1) Ensure that inflammable materials or cylinder gases used in the building operation are safely stored, transported and used.
 - (2) Keep suitable portable fire extinguishers readily available close at hand where cylinder gas is being used or work necessitates the use of naked flames in roofs and similar confined spaces; adequately protect all surrounding inflammable materials before welding or similar operations are carried out.
 - (3) Not use asphalt boilers and similar heated containers on combustible roof and floors. The Contractor shall impress on his workmen the dangers involved in the careless disposal of matches, cigarettes and the accumulation of rubbish on the Site.
 - (4) Dispose of all inflammable rubbish quickly and do not allow it to accumulate on Site. Such rubbish shall be removed from Site by the Contractor to an acceptable tip. Burning on Site is not permitted.
 - (5) Ensure that all workpeople are familiar with the drill to be observed in the case of fire, the means of giving the alarm and the location of and the methods of operation of all fire fighting equipment.

12.5 SMOKING ON SITE

- 12.5.1 Smoking shall not be permitted in front of the Site. The Contractor shall provide designated areas carefully controlled, equipped with firefighting equipment and receptacles for the safe disposal of smokers' materials and inspected to guard against risk of fire by the Contractor. No smoking shall be permitted within the buildings on the Site.

12.6 WATER

- 12.6.1 The Contractor shall take all necessary measures to prevent damage to the Works, and Products, due to the ingress of storm and surface water.

12.7 MOISTURE AND DRYING THE WORKS

- 12.7.1 The Contractor shall prevent wetness or dampness where this may cause damage to the Works. Dry out the Works thoroughly.
- 12.7.2 When drying out the Works, the Contractor shall control humidity and the application of heat to prevent:
- (1) Blistering and failure of adhesion.
 - (2) Damage due to trapped moisture.
 - (3) Excessive movement.
- 12.7.3 The Contractor shall dry out the Works immediately before handing over and at such other times as may be necessary to facilitate the progress of the Works.

- 12.7.4 The Contract Sum shall be deemed to include for all costs incurred by the Contractor in controlling humidity and in drying out the Works.
- 12.7.5 The Contractor shall comply with the requirements of Employer's Requirements, manufacturers' instructions and British Standard Codes of Practice that specify specific methods of laying, curing and maintaining Products in specific conditions, specify acceptable levels of moisture content or specify specific temperature ranges under which Products can be incorporated in the Works.

12.8 INFECTED TIMBER

- 12.8.1 If instructed by the Employer's Agent to remove timber affected by fungal/ insect attack from the building, the Contractor shall take steps to minimise the risk of infecting other parts of the building.

12.9 CARE OF THE SITE AND THE WORKS

- 12.9.1 The Contractor must fully comply with the requirements of 'The Site Waste Management Plans Regulation (SWMP) 2008'. In compliance with the regulations, the Contractor shall prepare and submit a project-specific Site Waste Management Plan (SWMP) in accordance with the requirements of these Preliminaries and General Conditions.
- 12.9.2 A high standard of cleanliness and hygiene is required on and about both the whole Site and the Works at all times throughout the Contract Period.
- 12.9.3 The Contractor shall keep the whole Site and Works clean and tidy at all times and shall ensure that adequate containers are available for the reception of all rubbish, debris, spoil, containers and surplus material resulting from the Works.
- 12.9.4 The Contractor shall take all necessary precautions to prevent infestation by rats and mice on the Site and within the Works during the progress of the Works. The Contractor shall provide covered metal bins for food scraps and implement a cleaning regime to ensure that no food is left exposed in mess rooms, kitchens or elsewhere around the Site or the Works and to ensure that all fragments of food are removed from Site each day before nightfall.
- 12.9.5 During the construction period, the Contractor shall post notices prohibiting the scattering of food scraps about the Site by workpeople and rigorously enforce this Requirement.
- 12.9.6 The Contractor shall, at regular intervals, remove and dispose of rubbish, debris, spoil, containers and surplus material resulting from the Works off Site in a safe and competent manner. The Contractor shall dispose of:
- (1) Non-hazardous material in a manner approved by the Waste Regulation Authority.
 - (2) Hazardous material as directed by the Waste Regulation Authority and in accordance with relevant regulations.
- 12.9.7 Rubbish, dirt and material residues shall be removed from voids and cavities in the construction by the Contractor before they are closed in.
- 12.9.8 The Contractor shall retain on Site all waste transfer documentation. The Contractor shall submit copies of waste transfer documentation to the Employer's Agent or Quantity Surveyor when requested.
- 12.9.9 The Contractor shall either allow Local Authority Environmental Health Officials and/or Pest Control Specialists appointed directly by the Contractor, to visit and inspect the works before and during building from time to time and to carry out such treatments as may be necessary against rats and mice.
- 12.9.10 Any harbourages of rats, mice or other vermin found on the Site shall be dealt with in the

following manner (as applicable):

- (1) Cavities and disused cesspits: Offensive and soft matter shall be removed and the cavity backfilled with either suitable well rammed hardcore or weak concrete.
- (2) Sewers, drains and other pipes: Shall be either collapsed and the ground consolidated, grubbed up and the material removed from the Site. Alternatively, they may be filled solid with pulverised fuel ash (fly ash to BS 3892) or weak concrete. Any exposed connections to working sewers or drains shall be filled with similar materials to a suitable depth.

- 12.9.11 The Contractor shall note that under the Public Health Act 1961, the Local Authorities is empowered to require the disconnection and sealing of disused drains where any work is undertaken to premises served by a drain (Section 19 of the Act) and to require the disconnection and sealing of any sewer, drain or water pipe in or under a building being demolished (Section 29 of the Act).
- 12.9.12 The Contractor shall, by the Completion Date or Dates for the Works as a whole, clear and remove rubbish and dispose off-Site, in all respects, in accordance with the Employer's Requirements.
- 12.9.13 The Contractor shall comply at his own cost with any Employer's Agents Instruction relating to the removal of any goods and rubbish.

12.10 DUTY OF CARE FOR WASTE TRANSFER

- 12.10.1 The Contractor shall comply with any relevant code of practice approved and ratified to the provisions of Environmental Protection Act 1990 - Duty of Care for Waste Transfer as well as the Landfill Directive. Carriers of waste building material are to be registered with the Waste Regular Authority. When any waste changes hand, a transfer note must be completed and signed by both parties and written description of the waste handed over. The written description must provide as much information as someone else might need to handle the waste safely. The Contractor shall supply to the Employer's Agent copies of the transfer note and the written description

12.11 BURNING ON SITE

- 12.11.1 No burning of materials will be permitted on the Site. All timber and combustible materials shall be carted away by the Contractor to an approved tip. The Contractor shall ensure that combustible materials are not allowed to accumulate on the Site and shall ensure that any such materials on the Site are safeguarded against fires arising from the actions of other persons, prior to the removal of such materials from the Site. The Contract Sum shall be deemed to include for the cost of disposing of such materials and the safeguarding against fire whilst on the Site.

12.12 ELECTROMAGNETIC INTERFERENCE

- 12.12.1 The Contractor shall take all necessary precautions to avoid excessive electromagnetic disturbance to apparatus outside the Site.

12.13 LASER EQUIPMENT

- 12.13.1 The Contractor shall install, use and store construction laser equipment in accordance with the requirements of BS EN 60825-1:2007, (Edition 2 - Safety of laser products) and the manufacturer's instructions.

- 12.13.2 Use of Class 1 or Class 2 laser equipment by the Contractor is permitted. The Contractor shall ensure laser beam is not set at eye level and is terminated at the end of its useful path.
- 12.13.3 Use of Class 3A and Class 3B laser equipment shall not be used by the Contractor without approval, in writing of the Employer's Agent, and is subject to submission of a method statement on its safe use.

12.14 MAINTENANCE OF EXISTING SERVICES

- 12.14.1 Notwithstanding the provision of any information in the Employer's Requirements, the Contractor will be responsible for ascertaining for himself the extent of all existing services and for isolating and disconnecting the relevant services before the Works commence. Services that are to remain must be protected by the Contractor. On no account are existing services to be disconnected or diverted without the prior written permission of the Employer's Agent.
- 12.14.2 The Contractor shall allow for carrying out thorough investigations to identify existing services passing through the area of the Works to establish the condition, cleanliness, performance and duty prior to agreeing with the Drainage and Infrastructure Engineer the requirements for modifying, extending or adding to the existing services installation.
- 12.14.3 The Contractor shall notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than 5 Business Days before commencing Site operations.
- 12.14.4 Prior to starting work on Site, the Contractor shall check and mark positions of all mains/ services. Where the positions are not shown on drawings, the Contractor shall obtain relevant details from service authorities, statutory undertakers or other owners.
- 12.14.5 When executing Work adjacent to services, the Contractor shall:
- (1) Comply with service authority's/ statutory undertaker's recommendations;
 - (2) Adequately protect, and prevent damage to services. The Contractor shall not interfere with their operation without consent of service authorities/ statutory undertakers or other owners;
 - (3) Protect, uphold and maintain public and private services, drains and sewers and give all necessary notices to the Local Authority and other Statutory Authority; and
 - (4) Maintain and ensure continuous operation of services feeding or passing through to other occupied properties at all times.
- 12.14.6 The Contractor shall identify and mark services as follows:
- (1) Below ground services: Using signboards, giving type and dept.
 - (2) Overhead services: Using headroom markers.
- 12.14.7 In the event of any damage to services resulting from the execution of the Works, the Contractor shall:
- (1) Immediately give notice to the Employer's Agent and notify the appropriate service authority/ statutory undertaker.
 - (2) Make arrangements for the work to be made good without delay to the

satisfaction of service authority/ statutory undertaker or other owner as appropriate.

- (3) Any measures taken by the Contractor to deal with an emergency shall not affect the extent of the Contractor's liability.

12.14.8 The Contractor shall make good at his own expense any damage to public and private services, drains and sewers caused by the execution of the works provided such damage is due to any negligence, omission or default of the Contractor or his subcontractors.

12.14.9 If marker tapes or protective covers are disturbed during Site operations, the Contractor shall replace to the service authority's/ statutory undertaker's recommendations.

12.15 MAINTENANCE OF ROADS AND FOOTPATHS

12.15.1 The Contractor shall ascertain with the Local Authorities, Statutory Authorities and other owners the condition of the roads and footpaths prior to the commencement of the Works.

12.15.2 The Contractor shall properly maintain all public and private roads, footpaths, kerbs, and landscaping within and adjacent to the Site and keeping clear of mud and debris. The Contractor must comply with the Construction Traffic Management Plan.

12.15.3 Any damage caused by Site traffic or otherwise consequent upon the Works shall be made good by the Contractor to the satisfaction of the Employer, Local Authority, Statutory Authorities or other owner. The Contractor shall bear the cost and/or pay all charges in connection with such repairs.

12.15.4 The Contractor shall maintain all public and private roads and footpaths during the Rectification Period and clean at the end of the Period all to the satisfaction of the Highway/ Sewer Authorities.

12.15.5 The Contractor shall indemnify the Employer against all costs in maintaining, making good damage to, or reinstating the roads and footpaths outside the Site caused by the erection of temporary hoarding and the like, access, incidental damage and the causes other than the actual execution of the Works.

12.16 RETAINED TREES

12.16.1 Not Used

12.17 PREVENTION OF TRESPASS AND DAMAGE TO ADJOINING PROPERTY

12.17.1 The Contractor shall:

- (1) Prevent trespass of workpeople and take precautions to prevent damage to adjoining property; and

- (2) Pay all charges incurred in preventing trespass of workpeople and take precautions to prevent damage to adjoining property. All such charges shall be deemed to be included in the Contract Sum.

12.17.2 Work in accordance with any obtained permissions from adjoining owners to erect scaffolding on, to oversail, or otherwise use, adjoining property and pay all charges.

12.17.3 The Contractor shall remove all temporary access scaffolding, temporary supports and the like, and all temporary protection and repair damage to adjoining property arising from execution of the Works on completion or when directed by the Employer's Agent. The Contractor shall bear all costs in connection with the removal of such and making good any damage to adjoining properties.

12.17.4

The Contractor shall also allow for ensuring that the adjacent areas are not prejudiced in any way by providing adequate protection from fumes, dust, debris, dirt, noise, vibration and other adverse or dangerous effects to the satisfaction of the Employer's Agent

12.18 EXISTING STRUCTURES

12.18.1

The Contractor shall be responsible, in all cases, for checking his proposed methods of work for effects on adjacent structures outside the Site boundary.

PART 13.0 SPECIFIC LIMITATIONS ON METHOD, SEQUENCE AND TIMING

13.1 GENERALLY

13.1.1

The limitations described in this Part are supplementary to limitations described or implicit in information given in other Parts within these Preliminaries and General Condition and within other Sections of the Employer's Requirements, and on other drawings and documents that comprise the Employer's Requirements.

13.2 PROJECT AGREEMENTS

13.2.1

The Contractor's specific-attention is drawn to the works to be carried out, the methods of working and the restrictions imposed as noted in the Employers Requirements, Property Matters as well as the Schedule of Amendments to the JCT Design and Build Contract and such other agreements relating to or affecting the Works or the completed Works (including the execution thereof and their design) or any part thereof which shall be entered into by the Employer from time to time and copies of which are provided to the Contractor.

13.2.2

The Contractor shall at all times fully comply with the obligations of the Property Matters, and perform the design and construction of the Works, in such a manner and at such times so that the Employer is not at any time:

- (1) Put in breach of the obligations of the Employer under any of the agreements in place insofar as such obligations relate to the Works; or
- (2) Rendered liable under any of the agreements to pay losses, costs, damages, expenses and other compensation of whatsoever nature (including any legal expenses).

13.3 DESIGN CONSTRAINTS

13.3.1

All temporary works design shall be in accordance with the relevant Codes of Practice and British Standards. The Contractor shall be responsible for all for temporary works.

13.4 ACCESS TO THE SITE

13.4.1

Access to the Site will be restricted to those Sections of the work in the possession of the Contractor.

13.5 POSSESSION OF SITE

13.5.1

The whole of the Site indicated on the tender drawings will be made available for the Contractor's non-exclusive use on the Date for Possession stated in the Contract Particulars (refer to the Schedule of Amendments to JCT Standard Form Design and Build Contract 2011, which are a separate document and form part of the Employer's Requirements).

13.6 METHOD AND SEQUENCE OF WORK

13.6.1

The Contractor shall be responsible for deriving the method and sequence of work.

13.6.2

Various restrictions impact on the method and sequence in which the Works can be executed. The Contractor shall be expected by the Employer to adopt a flexible approach and adapt his Programme of Work to reflect such restrictions in so far as are reasonably

possible.

13.7 USE OR DISPOSAL OF MATERIALS

- 13.7.1 The Contractor shall not be permitted to carry out any unauthorised excavation to obtain sand, gravel or ballast for building purposes from the Site. No such material obtained from such excavation operations may be used for the Works.

13.8 WORKING HOURS

- 13.8.1 The Contractor shall not contravene any restrictions on working hours specified in the Planning Approval Notice, including any applicable informatives or planning conditions, or within any Project Agreement.

13.9 OVERTIME, SHIFT-WORKING AND NIGHT-WORKING

- 13.9.1 The Contractor will not normally be prevented from working reasonable additional hours, should he so desire, provided that he obtains prior written agreement of the Local Planning Authority, the Employer's and/or any other necessary consent. The Contractor shall give the Employer's Agent a minimum of 3 Business Days' notice of his intention to overtime working, shift-working or night-work and details of the hours of work, but no additional payment shall be made in respect of the excess cost of any overtime, shift-working or night-work so involved. The Contractor shall bear all costs of any such overtime, shift working and/or night-work.
- 13.9.2 If the Employer's Agent issues written instructions for work to proceed outside the hours normally worked by the Contractor, the excess cost of any such overtime, shift-working or night work will be reimbursed at the same rates as payments due to the Contractor for the non-productive time element of authorised daywork.

PART 14.0 EMPLOYER'S REQUIREMENTS IN RESPECT OF FACILITIES, TEMPORARY WORKS, SERVICES AND OTHER SPECIFIC EMPLOYER'S REQUIREMENTS

14.1 LOCATIONS

14.1.1

The Contractor shall inform the Employer's Agent of the intended siting of all accommodation, spoil heaps, temporary works and services.

14.2 TEMPORARY ACCOMMODATION FOR SAFETY, HEALTH AND WELFARE MEASURES AND FIRST AID EQUIPMENT

14.2.1

The Contractor shall provide all necessary temporary accommodation for safety, health and welfare measures and first aid equipment in accordance with the current regulations and legislation.

14.3 ROOM FOR SITE MEETINGS

14.3.1

The Contractor shall:

- (1) Provide suitable temporary accommodation for Site meetings, adequately heated and lit. The room may be part of the Contractor's own Site offices;
- (2) Provide a table and chairs for 20 people;
- (3) Maintain and keep clean to a standard acceptable to the Employer and/or the Employer's Agent; and
- (4) Provide attendant facilities (i.e. tea, coffee (propriety pod system or bean to cup) and biscuits with a fridge); and

14.4 SITE OFFICE FOR USE BY THE EMPLOYER AND EMPLOYER'S COMPLIANCE TEAM

14.4.1

The Contractor shall provide suitable temporary lockable Site office accommodation for use by the Employer and Employer's Compliance Team, adequately heated and lit. The room may be part of the Contractor's own Site offices.

14.4.2

Before the commencement of Works, the Contractor shall agree the layout of the Site Office with the Employer's Agent and the Employer's Project Manager.

The Contractor shall provide:

- (1) Desks, suitable for laying out drawings, and swivel chairs for 3 people.
- (2) A minimum of 3 no.13 amp double socket outlets and 3 no. extension leads (with four outlets, switch with light indicator, and surge protection).
- (3) Dedicated telephone line with 3 no. handsets for use by those acting on behalf of the Employer. Handsets to have graphical display, voicemail and speakerphone. Each telephone to have a unique extension number. The Contractor shall allow for installation and all rental costs associated with providing a temporary on Site telephone connection and handsets, and for the cost of all telephone calls made by those acting on behalf of the Employer in connection with the Works.
- (4) Unlimited broadband Wi-Fi for connection by the Employer/Employers. The broadband connection facility shall remain on Site for the full duration of the Works.

- The Contractor shall allow for installation and rental costs associated with providing a temporary on Site broadband connection (minimum 20Mb download speed).
- (5) 1 no. printer table (separate from desks). Contractor to ensure Employer and Compliance Team have access to a printer
- (6) The Contractor is to ensure that all mobile phone signals are obtainable and are of a good signal strength within the site offices; costs associated with this facility are deemed to be included within the Contract Sum.
- 14.4.3 The Contractor shall maintain and keep clean the office to a standard acceptable to the Employer and/or the Employer's Agent.

14.5 TOILET AND WASH ROOM FACILITIES

- 14.5.1 The Contractor shall provide separate female and male toilet and wash room facilities for the use of the Employer's representatives and the Contractor management and supervisory staff.
- 14.5.2 The Contractor shall maintain and keep clean to a standard acceptable to the Employer and/or the Employer's Agent.

14.6 RELOCATION OF ACCOMMODATION AND FACILITIES

- 14.6.1 The Contractor shall allow for altering, adapting, moving, and extending accommodation and facilities as required to suit the sequence of the Works, and remove from Site on completion of the Works.

14.7 3D DESIGN MODELLING

- 14.7.1 The Contractor shall produce a 3D design model Drawn Information of the building structure, building fabric, and all building engineering services installations (including all public health installations). By using such software, the Contractor shall demonstrate that his design for the building structure, the building fabric and components, and all building engineering services installations are full co-ordinated.
- 14.7.2 The Contractor shall use the same 3D modelling software as used by the novated Design Consultants, and shall ensure the same 3D modelling software is used by his subcontractors.

14.8 TEMPORARY WORKS GENERALLY

- 14.8.1 The Contractor shall be solely responsible for all temporary works required to carry out the Works along with seeking and obtaining any approvals required by third parties to undertake such temporary works. If so required by the Employer, the Contractor shall issue a complete set of working drawings and calculations, prepared by a Chartered Engineer, to demonstrate the adequacy of his temporary works proposals. The Contractor shall allow 10 Business Days for the Employer to comment on his proposals. Any comments by the Employer shall be incorporated into the proposals revised and reissued. Any comment by the Employer shall not relieve the Contractor of his responsibility for design, installation, maintenance, adapting, and removing the temporary works when no longer required

14.9 MAINTENANCE AND/OR DIVERSION OF EXISTING SERVICES, DRAINS OR SEWERS

- 14.9.1 In the event of any live services, drains or sewers traversing the Site being found, either prior to or after the date of Contract, the Contractor shall provide maintenance and/or diversion as may be necessary or allow for building over same if permitted including all

costs, charges and fees in connection therewith.

14.10 TEMPORARY WATER DISPOSAL

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|---------|--|
| 14.10.1 | The Contractor shall provide and maintain temporary gutters, channels, down pipes, drains and the like for the disposal of surface and other water. Alter, shift and adapt from time to time as necessary. |
| 14.10.2 | No water or effluent is to be discharged onto adjoining properties, water course or canal and where water is discharged into drains, a settling tank or other means of removing sediment is to be used. |

14.11 ADVERTISEMENTS

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|---------|--|
| 14.11.1 | All advertising is reserved exclusively to the Employer. No advertising of any nature shall be permitted by the Contractor, his sub-consultants, of this subcontractors and suppliers without the prior consent of the Employer, in writing. |
| 14.11.2 | The Employer strictly reserves all rights with regard to the exhibition of temporary advertisements on the Contractor's, and the Contractor's subcontractors, access scaffolding and hoardings. |

14.12 NAME BOARDS AND SIGNAGE

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| 14.12.1 | The Contractor will NOT be able to display any advertising notice boards apart from the necessary Health and Safety notifications. |
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14.13 TEMPORARY FENCING, HOARDINGS, SIGNBOARDS, SCREENS, GATES, AND THE LIKE

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|---------|---|
| 14.13.1 | The Contractor is to provide Hoardings, minimum 2.40m high and of plywood construction and to be painted and branded in the Employers' colours and should be capable of receiving sales branding artwork. In some areas the hoarding will need to be higher. The hoarding is to be in accordance with the Councils standards. The Contractor shall maintain, alter, adapt, move, extend (in height and/or length) as required to suit the sequence of the Works, and remove from Site on completion of the Works. |
| 14.13.2 | The Contractor shall provide any further hoardings to enclose adequately and securely all other boundaries of the Site adjacent to public and private rights of way as necessary. In addition, the Contractor shall maintain, alter, adapt, move, extend (in height and/or length) as required to suit the sequence of the Works, and remove from Site on completion of the Works |
| 14.13.3 | The Contractor shall provide temporary lighting to temporary hoardings and the like in accordance with the requirements of the Local Authority. |
| 14.13.4 | The Contractor shall keep temporary fencing, hoardings, screens, gates and the like free from posters and graffiti. |
| 14.13.5 | The Contractor shall take down temporary fencing, hoardings, screens, gates and the like, including temporary lighting in connection, when instructed by the Employer's Agent, and dispose off-Site; including making good any work disturbed. |
| 14.13.6 | The Contractor shall indemnify the Employer against all costs in maintaining, making good damage to, or reinstating the roads and footpaths outside the Site caused by the erection of temporary hoardings and the like, access, incidental damage and the causes other than the actual execution of the Works. |

14.14 LIGHTING FOR FINISHING WORK AND INSPECTION

- 14.14.1 The Contractor shall provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation, for all finishing work and inspection.

14.15 LIGHTING AND POWER FOR THE WORKS

- 14.15.1 The Contractor shall provide all electricity for the Works, including that required by subcontractors. The Contractor shall bear all costs and charges in connection therewith, including installing a meter and/or controls if required by the Employer.
- 14.15.2 The Contractor shall allow for providing all necessary temporary supplies for executing the Works, including coverage during breaks in mains electricity supply. The Employer shall not be responsible for the consequences of failure or restriction in electricity supply.

14.16 WATER FOR THE WORKS

- 14.16.1 The Contractor shall provide clean, fresh water for the execution of the Works and temporary arrangements for storage and distribution around the Site in accordance with the Water Authority's regulations, including that required by subcontractors. The Contractor shall bear all costs and charges in connection therewith and clear away any temporary storage vessels and distribution pipework and make good on completion.
- 14.16.2 The Contractor shall allow for providing all necessary temporary supplies for executing the Works, including coverage during breaks in mains water supply. The Employer shall not be responsible for the consequences of failure or restriction in water supply.

14.17 WATER, ELECTRICITY, GAS AND/OR OTHER FUELS FOR ALL TESTING AND COMMISSIONING

- 14.17.1 The Contractor shall provide all necessary water, electricity, gas and/or other fuel for all testing and commissioning in connection with: the building fabric (including cladding); internal finishing's, fittings and equipment; and internal finishing; and all building engineering services installations, including lifts, building management system, building maintenance units and all other specialist installations. The Contractor shall bear all costs and charges in connection therewith and clear away any temporary storage vessels and distribution pipework and make good on completion.

14.18 TELEPHONES

- 14.18.1 The Contractor shall from the Date of Possession of the Site provide the Contractor's person in charge with a mobile telephone and notify and those acting on behalf of the Employer of the telephone number. The telephone shall remain on Site for the full duration of the Works.
- 14.18.2 The Contractor shall as soon as practicable after the Date of Possession of the Site provide a suitable temporary on Site telephone for joint use by the Contractor, sub-consultants and subcontractors. The telephone shall remain on Site for the full duration of the Works.
- 14.18.3 The Contractor shall make arrangements to ensure that incoming calls are answered promptly.

14.19 PHOTOCOPIER

- 14.19.1 Provide reasonably unrestricted access to and free use of an on Site photocopier for use by those acting on behalf of the Employer, which may be located in the Contractor's own Site offices.
- 14.19.2 The photocopier shall be capable of producing colour copies, A4 and A3 sized copies, sorting and stapling multiple copies (min 10 nr in single operation) and be capable of

scanning - the photocopier shall permit users to scan documents directly to their own computer station or email address.

14.20 MAINTENANCE OF SPECIFIC TEMPERATURE AND HUMIDITY LEVELS

- 14.20.1 The Contractor shall maintain at a suitable level the temperature and humidity of any room, or area enclosed within the building, after the incorporation of finishing's and/or fittings which are susceptible to damage through changes in temperature and humidity levels so as to avoid damage. The cost of rectifying damage to finishing's and/or fittings due to the failure of the Contractor to maintain suitable temperature and humidity levels shall be borne by the Contractor.
- 14.20.2 The availability, insurance and maintenance of the permanent heating plant, if used for drying or controlling the humidity of the Works, shall at all times be operated in accordance with the manufacturer's recommendations and the instructions of the Employer's Building Services Engineer.

14.21 METER READINGS

- 14.21.1 Where charges for service supplies need to be apportioned the Contractor shall ensure that meter readings are taken by relevant authority at the Date of Possession and/or at Practical Completion as appropriate. The Contractor is to ensure that copies of readings are supplied to interested parties.

14.22 THERMOMETERS

- 14.22.1 The Contractor shall provide on Site and maintain in accurate condition:
- (1) A maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.
 - (2) A thermometer for measuring concrete and ground temperature.
- 14.22.2 Accurate daily temperature records shall be kept and maintained by the Contractor, and made available to the Employer's Agent and/or the Employer's Compliance Team on request.

14.23 PERSONAL PROTECTIVE EQUIPMENT

- 14.23.1 The Contractor shall provide and maintain safety helmets, high visibility waistcoats and protective footwear on Site in sufficient numbers and of various sizes to ensure that all persons entering the Site are provided with them.
- 14.23.2 The Contractor shall ensure that these are worn by all such persons. Any individual refusing to comply with this Requirement may be immediately removed from Site by the Contractor.
- 14.23.3 In addition to the general requirement for protective equipment, the Contractor shall provide and maintain all necessary safety and protective clothing for the sole use of the Employer, the Employer's Agent and the Employer's Consultants, in sizes to be specified:
- (1) Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 20. With sweat bands fitted.
 - (2) High visibility waistcoats to BS EN 471 Class 2. Number required: 20.
 - (3) High visibility jackets to BS EN 471 and BS EN 343. Number required 20.

- (4) Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 20.
Type required: Rigger Boots Lined.
- (5) Disposable respirators to BS EN 149 FFP1S.
- (6) Eye protection to BS EN 166.
- (7) Ear protection – muffs to BS EN 352-1, plugs to BS EN 352-2.
- (8) Hand protection – to BS EN 388, 407, 420 or 511 as appropriate.

14.24 FIRST AID

14.24.1

The Contractor shall provide all first aid equipment, safety equipment and consumables necessary for the Project.

14.25 PRESS NOTICES

14.25.1

No press notices are to be given without the prior written approval of the Employer.

PART 15.0 OPERATION AND MAINTENANCE OF FINISHED BUILDING

15.1 OPERATION AND MAINTENANCE MANUAL (INCORPORATING HEALTH AND SAFETY FILE)

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| 15.1.1 | The Contractor is to provide an Operation and Maintenance (O&M) Manual. The O&M Manual (incorporating the Health and Safety File) is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the building and its systems to enable efficient and safe operation and maintenance of the buildings. |
| 15.1.2 | The Contractor shall obtain or produce all the information to be included in the O&M Manual, compile the O&M Manual and Health and Safety File and submit the to the Employer's Project Engineer, Employer's Agent and CDM Co-ordinator for checking by the Employer. |
| 15.1.3 | The purpose of the Health and Safety File is to provide information about the structure or Products used, which might affect the health or safety of anyone if construction works, (including cleaning, maintenance, alterations, refurbishment and demolition) is carried out. |
| 15.1.4 | The Contractor shall employ or engage a competent person to write and compile operation and maintenance documents for the Works. The competent person shall collate and manage the supply and quality of operation and maintenance information and documents relating to the building structure, fabric and finishing's, as well as that relating to all mechanical and electrical plant, equipment and services installations and systems. |
| 15.1.5 | The Contractor shall provide both electronic and paper copies of the O&M Manual (incorporating the Health and Safety File). |
| 15.1.6 | Submission of the O&M Manual (incorporating the Health and Safety File) prepared in accordance with the Employer's Requirements by the Contractor shall be a condition precedent to Practical Completion of the Works or Section of the Works. |

15.2 ELECTRONIC COPY

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| 15.2.1 | In addition to the uploaded O&M Manual (and Health and Safety File) on to any website as required by the Employer, the Contractor shall provide 4 no. copies on DVD or CD ROM, as appropriate. Electronic copies shall be provided in the form of a structured database, with integral search facility and web browser. Hyperlinks shall be inserted so that all related information is linked: including drawn applicable drawings shall be hyperlinked to link all related information (e.g. drawings, O&M information, risk assessments, and test sheets). |
| 15.2.2 | At least 30 Business Days before the anticipated date of Practical Completion, the Contractor shall use his best endeavours to provide 1 no. advance copy of completed O&M Manual (and Health and Safety File) on DVD or CD ROM, as appropriate, to the Employer's Agent, so that the Employer's Building Management Team can begin to familiarise themselves with operation and maintenance requirements of the finished building; and, if required, use to procure a Maintenance Contractor in readiness for appointment after Practical Completion. In addition, the Contractor shall prepare a set of 'mastered information' to in accordance with the Employer's requirements. |

15.3 PAPER COPY:

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| 15.3.1 | The Contractor shall provide 1 no. bound paper copy of the O&M Manual. |
| 15.3.2 | The O&M Manual (incorporating the Health and Safety File) shall be presented in A4 size, plastics covered, loose leaf, four-ring binders (white) with hard covers, each indexed, divided in the same order as requested. Where information larger than A4 is to be incorporated in your submission, it is to be folded and accommodated in the binders so that |

they may be unfolded without being detached from the rings.

15.4 AS-BUILT/ AS-INSTALLED AND RECORD DRAWINGS

- 15.4.1 As-built/ as-installed drawings and record drawings shall be supplied by the Contractor on computer files on CD ROM in AutoCAD 2011, or earlier version, in DWG or DXF format. Scanned versions of drawings or sketches shall not be accepted by the Employer.
- 15.4.2 Acceptance or approval by the Employer's Project Manager, the Employer's Project Engineer, the CDM Co-ordinator and/or the Employer's Agent of 'as-built' and/or 'as installed' drawings provided by the Contractor or his subcontractors shall not relieve the Contractor of responsibility for any discrepancies, errors, or omissions therein.

15.5 TRAINING OF EMPLOYERS BUILDING MANAGEMENT TEAM

- 15.5.1 During operation and maintenance period of the Building(s), the Contractor shall explain and demonstrate to the Employer's Building Management Team, the Employer's Maintenance Contractor and the Tenants' Engineer(s) the purpose, function and operation of the installations including all items and procedures listed in the O&M Manual.

15.6 INSTRUCTIONAL VISITS AND DEMONSTRATIONS

- 15.6.1 The Contractor shall allow for providing two personal instructions on the use of the mechanical and electrical services installations to the Building Management Team.

15.7 OPERATION AND MAINTENANCE REQUIREMENTS

- 15.7.1 On the day after the Date of Practical Completion, the Contractor shall put all mechanical and electrical plant, equipment, systems and installations into operation, and manage and assume responsibility for the proper and full operation of the plant and equipment during normal working hours, for a period of 25 Business Days.

PART 17.0 CONTRACTOR'S COSTS

17.1 CONTRACTOR'S COSTS

17.1.1

In addition to allowing for all costs in connection with the Employer's Requirements in respect of services and facilities specified herein, the Contractor shall be deemed to have ascertained his own costs for all construction-related resources that cannot be attributed to individual elements or items of work, and have allowed for all such costs. Such costs shall include, but not be limited to, the following:

- (1) Management and staff (i.e. all technical and non-technical resources required to efficiently and effectively manage and supervise the Works, including design development and the preparation of Production Information), including all disbursements arising from the employment of workpeople.
- (2) Site establishment, including offices, storage accommodation, workshop accommodation and compounds, and welfare facilities; as well as temporary works in connection with setting up and removing Site establishment on completion of the Works; furniture and equipment, IT systems, consumables and brought-in services.
- (3) Temporary services, including Water, Power, Lighting, Gas, drainage and telephone.
- (4) Security, as set out in the Employers Requirements
- (5) Safety and environmental protection, including:
 - a. Safety programme, including traffic management;
 - b. Barriers and safety scaffolding; and
 - c. Environmental protection measures.
 - d. UXO Inductions
- (6) Control and protection, including:
 - a. Surveys, inspections and monitoring.
 - b. Setting out;
 - c. Protection of the Works;
 - d. Samples, including mock-ups; and
 - e. Environmental control of building.
- (7) Mechanical plant - common user plant and equipment used in construction operations, including:
 - a. Tower cranes;
 - b. Mobile cranes;
 - c. Hoists;
 - d. Access plant;
 - e. Concrete plant;
 - f. Small plant and tools; and
 - g. Transport for workpeople.
- (8) Temporary Works, including, but not limited to:
 - a. Temporary roads and paths;
 - b. Access scaffolding, including fans;
 - c. Temporary walkways;

17.1.2

- d. Crash decks;
- (9) De-Watering
- (10) Support scaffolding and propping; and
- (11) Floodlights.
- (12) Site records.
- (13) Cleaning, including:
 - a. Site tidy;
 - b. Maintenance of roads, paths and pavings; and
 - c. Building clean.
- (14) Fees and charges, including:
 - a. Considerate Builder Scheme fees;
 - b. Considerate Constructors' Scheme fees;
 - c. Rates for temporary accommodation;
 - d. Licenses in connection with hoardings, scaffolding, gantries and the like; and
 - e. Licenses in connection with crossovers, parking permits, parking bay suspensions and the like.
- (15) Site services, including:
 - a. General attendance on Works contractors/subcontractors (including artists and tradesmen employed directly by the Employer);
 - b. Special attendance on Works contractors/subcontractors; and
 - c. Multi-service gang.
- (16) Insurances, bonds, guarantees, warranties, including:
 - a. Works insurances over and beyond the Project Insurance;
 - b. Public liability insurance;
 - c. Employer's liability insurances;
 - d. Other insurances;
 - e. Bonds;
 - f. Guarantees;
 - g. Warranties.
- (17) Compliance with the Conditions of Contract and the amendments thereto.

The Contract Sum shall be deemed to include all 'Contractor's costs' associated with the Design, Construction, and completion of the Works in accordance with the Employer's Requirements.

17.2 CONTRACTOR'S SITE ESTABLISHMENT

17.2.1

The Contractor shall provide drawings that identify his proposals for Site accommodation; access for plant; unloading and storage of Products: access for Site personnel; location for health and welfare facilities and subcontractor's accommodation. Such proposals shall be

- subject to the agreement of the Employer's Agent prior to the Contractor commencing works on Site.
- 17.2.2 The Contractor shall ensure that storage accommodation, workshop accommodation, plant compounds or the like shall be placed within the Site boundaries.
- 17.2.3 In the event that the Contractor requires off Site storage or offices, it shall be the Contractors responsibility to obtain the agreement of adjoining landowners/tenants, local authorities, highway authorities, etc ... and to pay all necessary charges and fees.

PART 18.0 PROVISIONAL SUMS

18.1 PROVISIONAL SUMS TO BE INCLUDED WITHIN THE CONTRACTORS TENDER

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| 18.1.1 | <p>The Contractor is referred to Clause 8.19.3 and 8.62 in respect of Provisional Sums.</p> <p>The following Defined Provisional Sums are to be included within the Contractors Tender:</p> <p>..... £ to be agreed</p> <p>The following Undefined Provisional Sums are to be included within the Contractors Tender:</p> <p>..... £ to be agreed</p> <p>All provisional sums are to be expended as directed by the Employer's Agent.</p> |
| 18.1.2 | <p>The Contractor is to include elsewhere for any profit, overheads or attendance required in connection with these sums. The amounts added for attendances will be treated as fixed amounts. Profit, overheads (and professional fees) will be adjusted in the Final Account as described in the Contract Conditions. For the avoidance of doubt the Contractor is to allow for Overheads, Profit and attendance on the above figures in his tender and the Overheads and Profit will be adjusted in the Final Account. Therefore should the final expenditure of the Provisional Sum be in excess of the above allowance then the Contractor will only be entitled to additional Overheads and Profit on the over expenditure. If the final value falls below the stated sums then this will also be adjusted on the balance figure.</p> |
| 18.1.3 | <p>The Contractor is to note that when adjusting these sums, accounts will be dealt with as strictly nett. The benefits of any discounts shown on the accounts will pass to the Employer.</p> |
| 18.1.4 | <p>The Contractor is to ensure that all programme implications of provisional sums are captured in their programme. No extensions will be granted for expenditure of provisional sums.</p> |