

Section I - Preliminaries

Project: Steps Refurbishment and
new Build SEND at Paignton
Academy

Job Number: 3926

Date: February 2024



Contents

A10	PROJECT PARTICULARS	9
110	THE PROJECT:.....	9
120	EMPLOYER (CLIENT):	9
127	PRINCIPAL CONTRACTOR:	9
140	PROJECT MANAGERS AND CONTRACT ADMINISTRATORS.....	9
145	QUANTITY SURVEYORS:	10
147	PRINCIPAL DESIGNER:	10
160	ARCHITECTS:	11
162	STRUCTURAL ENGINEERS:	11
165	MECHANICAL & ELECTRICAL ENGINEERS:	11
A11	TENDER AND CONTRACT DOCUMENTS	12
110	THE TENDER DRAWINGS / SPECIFICATIONS	12
120	THE CONTRACT DRAWINGS.....	12
160	THE PRE-CONSTRUCTION INFORMATION:	12
A12	THE SITE/EXISTING BUILDINGS	13
110	THE SITE:	13
115	THE EXISTING BUILDING (S):	13
120	EXISTING BUILDINGS ON/ADJACENT TO THE SITE:	13
200	ACCESS TO THE SITE:	13
210	PARKING.....	14
220	USE OF THE SITE:	14
230	SURROUNDING LAND/ BUILDING USES:	14
240	HEALTH AND SAFETY HAZARDS:	15
250	SITE VISIT:	15
A13	DESCRIPTION OF THE WORK	16
110	PREPARATORY WORK BY OTHERS:	16
120	THE WORKS:	16
130	WORK BY OTHERS CONCURRENT WITH THE CONTRACT	16
140	COMPLETION WORK BY OTHERS	16
A20	THE BUILDING CONTRACT	17
720	INTERMEDIATE FORM OF CONTRACT:.....	17
	THE ARTICLES	18
	CONTRACT PARTICULARS	18
	THE CONDITIONS.....	23
A30	TENDERING/SUBLETTING/SUPPLY.....	24
	MAIN CONTRACT TENDERING.....	24
110	SCOPE:	24
120	TENDERING PROCEDURE	24
160	EXCLUSIONS:	24

170	ACCEPTANCE OF TENDER: The Employer and the Employer's representatives:	24
190	PERIOD OF VALIDITY:	24
PRICING/SUBMISSION OF DOCUMENTS		24
211	PRELIMINARIES IN THE SPECIFICATION:	24
220	PRICING OF PRELIMINARIES:	24
260	THE PRICED DOCUMENTS	25
270	ERRORS IN PRICED DOCUMENTS	25
310	SPECIFICATION WITHOUT QUANTITIES:	25
320	PRICING OF SPECIFICATION:	25
330	TENDER.....	25
460	A CONTRACT SUMMARY	25
480	PROGRAMME:	25
500	TENDER STAGE METHOD STATEMENTS	26
510	ALTERNATIVE METHOD TENDERS:	26
535	SUBSTITUTE PRODUCTS:.....	26
540	QUALITY CONTROL RESOURCES:	26
551	HEALTH AND SAFETY INFORMATION:	26
570	A CONSTRUCTION PHASE HEALTH AND SAFETY PLAN	27
590A	SITE WASTE MANAGEMENT PLAN	27
SUBLETTING/ SUPPLY.....		28
630	DOMESTIC SUBCONTRACTS	28
A31	PROVISION, CONTENT AND USE OF DOCUMENTS.....	29
DEFINITIONS AND INTERPRETATIONS		29
120	CA	29
130	IN WRITING:	29
140	APPROVAL.....	29
145	SUBMIT	29
150	PRODUCTS	29
170	MANUFACTURER AND PRODUCT REFERENCE	29
180	CROSS-REFERENCES TO THE SPECIFICATION:.....	29
200	SUBSTITUTION OF PRODUCTS:.....	30
240	SUBSTITUTION OF STANDARDS.....	30
250	CURRENCY OF DOCUMENTS:	30
270	SIZES:	30
280	FIX ONLY	31
290	SUPPLY AND FIX:.....	31
TERMS USED IN REFURBISHMENT/ALTERATION.....		31
311	REMOVE	31
321	KEEP FOR REUSE means:	31
331	REPLACE means:	31

341	REPAIR.....	31
351	MAKE GOOD.....	32
361	EASE	32
371	TO MATCH EXISTING.....	32
DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER.....		32
410	ADDITIONAL COPIES OF DRAWINGS:	32
420A	ADDITIONAL COPIES OF SPECIFICATION AND SCHEDULE OF WORKS:.....	32
440	DIMENSIONS:.....	32
450	THE MEASURED QUANTITIES:	33
460	THE SPECIFICATION:	33
DOCUMENTS PROVIDED BY CONTRACTOR/SUBCONTRACTORS		33
692	AS BUILT & AS INSTALLED DRAWINGS AND INFORMATION	33
710	TECHNICAL LITERATURE:	33
720	MAINTENANCE INSTRUCTIONS AND GUARANTEES:.....	33
A32	MANAGEMENT OF THE WORKS.....	34
GENERALLY		34
110	SUPERVISION:.....	34
115	CONSIDERATE CONSTRUCTORS SCHEME:	34
120	INSURANCES:	34
130	INSURANCE CLAIMS:	34
140	CLIMATIC CONDITIONS:	34
150	OWNERSHIP:	34
PROGRAMME/PROGRESS.....		35
211	PROGRAMME:	35
231	SUBMISSION	35
240	COMMENCEMENT OF WORK:.....	35
250	MONITORING:.....	35
260	CA'S SITE MEETINGS:	35
263	CONTRACTOR'S PROGRESS REPORT:	36
270	CONTRACTOR'S SITE MEETINGS:	36
290	NOTICE OF COMPLETION:.....	36
300	ADVERSE WEATHER:	36
310	EXTENSIONS OF TIME:	36
320	DISTURBANCE OF REGULAR PROGRESS:	36
CONTROL OF COST.....		37
410	CASH FLOW FORECAST:	37
420	EXISTING WORK:	37
432	PROPOSED INSTRUCTIONS:	37
440	MEASUREMENTS:	37
450	DAYWORK VOUCHERS:	37

460	INTERIM VALUATIONS:	38
471	UNFIXED MATERIALS:	38
475A	LISTED PRODUCTS STORED OFF SITE	38
480	LABOUR AND PLANT RETURNS:	38
A33	QUALITY STANDARDS/CONTROL	39
	STANDARDS OF PRODUCTS AND EXECUTIONS.....	39
110	INCOMPLETE DOCUMENTATION	39
115	GOOD PRACTICE:	39
120	GENERAL QUALITY OF PRODUCTS:	39
130	PROPRIETARY PRODUCTS:	39
135	QUALITY OF EXECUTION	40
140	CHECKING COMPLIANCE OF PRODUCTS:.....	40
150	PROTECTION OF PRODUCTS:	40
160	SUITABILITY OF RELATED WORK AND CONDITIONS:	41
170	GENERAL QUALITY OF WORKMANSHIP:	41
190	WATER FOR THE WORKS:	41
	SAMPLES/APPROVALS.....	41
210	APPROVAL OF PRODUCTS:	41
220	SAMPLES OF FINISHED WORK:.....	42
230	APPROVALS:	42
240	APPROVALS:	42
	ACCURACY/SETTING OUT GENERALLY	42
310A	ACCURACY OF INSTRUMENTS.....	42
321	SETTING OUT:	42
322	SETTING OUT:	42
340	APPEARANCE AND FIT:	43
370	LEVELS OF STRUCTURAL FLOORS:.....	43
380	RECORD DRAWINGS:.....	43
	SERVICES GENERALLY.....	43
410	SERVICES REGULATIONS:	43
415	WATER REGULATIONS/BYELAWS CONTRACTOR'S CERTIFICATE:.....	43
416	ELECTRICAL INSTALLATION CERTIFICATE	44
420	SERVICE RUNS:	44
440	MECHANICAL AND ELECTRICAL SERVICES	44
	SUPERVISION/INSPECTION/DEFECTIVE WORK	44
510	SUPERVISION:.....	44
515	CO-ORDINATION OF ENGINEERING SERVICES:	44
520	PERSON-IN-CHARGE:	44
530	ACCESS FOR CA:	44
540	OVERTIME WORKING:	45

550	DEFECTS IN EXISTING CONSTRUCTION:.....	45
555	ACCESS FOR INSPECTION:	45
560	TIMING OF TESTS AND INSPECTIONS:	45
565	TEST CERTIFICATES:.....	45
570	PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/PRODUCTS:.....	45
580	MEASURES TO ESTABLISH ACCEPTABILITY:	45
585	CONTINUITY OF THERMAL INSULATION/AIR TESTING	46
590	QUALITY CONTROL:	46
595	ENERGY PERFORMANCE CERTIFICATE AND SBEN CALCULATION:	46
	WORK AT OR AFTER COMPLETION.....	47
610	GENERALLY:	47
640	SECURITY AT COMPLETION:	47
650	MAKING GOOD DEFECTS:	47
740	HIGHWAY/ SEWER ADOPTION.....	47
A34	SECURITY/SAFETY/PROTECTION SECURITY, HEALTH AND SAFETY	48
110	THE PRE-CONSTRUCTION INFORMATION	48
114A	CONSTRUCTION HAZARDS.....	48
117A	HEALTH HAZARDS:	48
125	HSE APPROVED CODES OF PRACTICE:	48
130:	SECURITY:.....	48
131	SEGREGATION	48
140	STABILITY:	48
170	EMPLOYER'S REPRESENTATIVES SITE VISITS:.....	49
180	PASSES.....	49
190	OCCUPIER'S RULES AND REGULATIONS	49
210	EXPLOSIVES	49
221A	NOISE:	49
230	POLLUTION:	49
236	USE OF PESTICIDES:	49
240	NUISANCE:	50
250	ASBESTOS BASED MATERIALS:.....	50
260	FIRE PREVENTION:	50
263	FIRE PREVENTION:	50
264	SMOKING ON SITE:	50
265	BURNING ON SITE:	50
270	WATER:.....	50
280	MOISTURE:	50
285	INFECTED TIMBER:	51
290	WASTE:	51
	PROTECT THE FOLLOWING:.....	51

410	WORK IN ALL SECTIONS:	51
420	EXISTING SERVICES:	51
430	ROADS AND FOOTPATHS:	52
435	EXISTING TOPSOIL/SUBSOIL:	52
440	RETAINED TREES/HEDGES/SHRUBS/GRASSED AREAS:	52
445	TREES TO BE RETAINED:	52
450	EXISTING FEATURES:	52
460	EXISTING WORK:	52
465	BUILDING INTERIORS:	53
470A	EXISTING FURNITURE, FITTINGS AND EQUIPMENT:	53
490	EXISTING STRUCTURES:	53
A35	SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING	54
110	SCOPE:	54
130	METHOD/SEQUENCE OF WORK:	54
140	ACCESS TO THE SITE:	54
150	USE OF THE SITE:	54
155	SCAFFOLDING:	54
180	START OF WORK:	54
190	WORKING HOURS:	54
A36	FACILITIES/TEMPORARY WORK/SERVICES	55
110	LOCATIONS:	55
120	MAINTAIN	55
210	ROOM FOR MEETINGS:	55
261	SANITARY ACCOMMODATION:	55
310	ROADS:	55
371	NAME BOARDS/ADVERTISEMENTS:	55
410	LIGHTING:	55
420A	LIGHTING AND POWER:	55
430A	WATER:	56
461	TEMPERATURE AND HUMIDITY:	56
A37	OPERATION/MAINTENANCE OF THE FINISHED WORKS	58
111	THE BUILDING MANUAL	58
	Content:	58
113A	THE HEALTH AND SAFETY FILE	58
121	CONTENT OF THE BUILDING MANUAL PART 1: GENERAL	59
133	CONTENT OF THE BUILDING MANUAL PART 2: BUILDING FABRIC	59
143	CONTENT OF THE BUILDING MANUAL PART 3: BUILDING SERVICES	60
151	PRESENTATION OF BUILDING MANUAL/HEALTH AND SAFETY FILE	61
220	TRAINING OF EMPLOYER'S STAFF	61
250	TOOLS	61

A40	CONTRACTORS GENERAL COST ITEMS: MANAGEMENT AND STAFF	62
110	MANAGEMENT AND STAFF	62
A41	CONTRACTORS GENERAL COST ITEMS: SITE ACCOMMODATION.....	63
110	Contractor's general cost items - site accommodation	63
A42	CONTRACTORS GENERAL COST ITEMS: SERVICES AND FACILITIES.....	64
110	POWER.....	64
120	LIGHTING.....	64
130	FUELS (excluding fuels for testing and commissioning)	64
140	WATER.....	64
150	TELEPHONE AND ADMINISTRATION.....	64
160	SAFETY, HEALTH AND WELFARE (see A34).....	64
170	STORAGE OF MATERIALS (see A33).....	64
180	RUBBISH DISPOSAL (see A34)	64
190	CLEANING (see A33).....	64
200	DRYING OUT (see A34).....	64
210	PROTECTION OF WORK IN ALL SECTIONS (see A34)	64
220	SECURITY (see A34)	64
230	MAINTAIN PUBLIC AND PRIVATE ROADS (see A34)	65
240	SMALL PLANT AND TOOLS	65
310	ADDITIONAL SERVICES AND FACILITIES ITEMS:	65
A43	CONTRACTORS GENERAL COST ITEMS: MECHANICAL PLANT	66
110	CRANES.....	66
120	HOISTS.....	66
130	PERSONNEL TRANSPORT	66
140	TRANSPORT	66
150	EARTHMOVING PLANT	66
160	CONCRETE PLANT.....	66
180	PAVING AND SURFACING PLANT	66
200	ADDITIONAL MECHANICAL PLANT ITEMS:.....	66
A44	CONTRACTORS GENERAL COST ITEMS: TEMPORARY WORKS	67
110	TEMPORARY ROADS.....	67
120	TEMPORARY WALKWAYS	67
130	ACCESS SCAFFOLDING	67
140	SUPPORT SCAFFOLDING AND PROPPING	67
150	HOARDINGS, FANS, FENCING, ETC.	67
160	HARDSTANDING	67
170	TRAFFIC REGULATIONS	67
250	ADDITIONAL TEMPORARY WORKS ITEMS:.....	67

A10 PROJECT PARTICULARS

I10 THE PROJECT:

Name: Refurbishment of existing Library to form Steps area, demolition of existing Mobile Buildings and construction of new Build SEND building, with associated external works.

Nature: New build structure and Refurbishment for educational purposes.

Location: Paignton Academy, Borough Road, Paignton, Devon TQ4 7DH

Time scale for completion of the construction work: 38 weeks based on a start on 10th June 2024 (including holiday and shutdown periods)

I20 EMPLOYER (CLIENT):

Torbay Council

Town Hall

Torquay

Devon

TQ1 3DR

Tel No. 01803 201201

I27 PRINCIPAL CONTRACTOR:

The Contractor – to be agreed.

I40 PROJECT MANAGERS AND CONTRACT ADMINISTRATORS (Hereinafter referred to as 'CA')

TDA

Tor Hill House

Union Street

Torquay

Devon

TQ2 5QW

Tel. No. 01803 926310

I45 QUANTITY SURVEYORS:

TDA

Tor Hill House

Union Street

Torquay

Devon

TQ2 5QW

Tel. No. 01803 926310

I47 PRINCIPAL DESIGNER:

Myers

Moose Hall

Barewell Road

Torquay

Devon

TQ1 4PA

Tel. No. 01803 322856

160 ARCHITECTS:

MTA Chartered Architects Ltd

52 Fore Street

Brixham

Devon

TQ5 8DZ

Tel. No. 01803 851010

162 STRUCTURAL ENGINEERS:

TDA

Moose Hall

Barewell Road

Torquay

Devon

TQ1 4PA

Tel. No. 01803 200175

165 MECHANICAL & ELECTRICAL ENGINEERS:

Bailey Parternership

Lyster Court

2 Craigie Drive

The Millfields

Plymouth

Devon

PL1 3JB

Tel. No. 01752 229259

A11 TENDER AND CONTRACT DOCUMENTS

I10 THE TENDER DRAWINGS / SPECIFICATIONS

Are listed Appendices 1 – 3.

- Section 1 - Preliminaries - Refer this document
- Section 2-9 – Schedule of Work – to be costed and used to complete Pricing Document
- Appendix 1 – Architectural Drawings - as detailed on the Drawing/Document Issue Sheets.
- Appendix 2 - Structural Drawings - as detailed on the Drawing/Document Issue Sheets.
- Appendix 3 - Mechanical & Electrical Drawings and Specification (s).

Supporting Documentation can be found in Appendices 4 –10.

I20 THE CONTRACT DRAWINGS

Will be the same as the tender drawings unless significant changes required for a commitment to Construct.

I60 THE PRE-CONSTRUCTION INFORMATION:

Is included as part of the tender documentation, Appendix 4. It also refers to information given elsewhere in the general preliminaries, specification and drawings.

A12 THE SITE/EXISTING BUILDINGS

110 THE SITE:

The Site will be the area (s) indicated on the Tender drawings.

The Contractor's access and compound area will form part of the Quality section of the tender submission. This will also be detailed further in the Construction Phase Health and Safety Plan.

115 THE EXISTING BUILDING (S):

The Contractor will note that the School will be occupied, in part or in whole, throughout the Construction period. Works outside of the Contractor's site area will need to be programmed outside of normal School hours and during School holiday periods. As the School is still occupied by staff and external organisations outside of normal School hours and during School holiday periods, works to and in and the existing School building will need to be arranged in advance with a school contact – to be discussed in the pre contract meeting.

120 EXISTING BUILDINGS ON/ADJACENT TO THE SITE:

The existing School site is located in a residential/ light industrial and Retail area. Borough Road does attract large volumes of traffic during daytime:

The Torbay Council Recycling Centre is located off Borough Road and this is a significant contributor to the large volumes of traffic.

200 ACCESS TO THE SITE:

Access to the site will be from Borough Road.

The Pre-Contract Information Document also describes access, Contractor's compound and temporary works etc. The Contractor shall include the cost of all temporary works and re-instatement within the pricing of the Preliminaries.

210 PARKING

- The Contractor will have very limited parking available within the site compound outside of normal School hours and during holiday periods. The Contractor may be able to use the existing Staff Car Park during School Holiday Periods but this will require discussion with and the agreement of the School.
- Although there is some legal free on road parking available within residential areas around the School, the Contractor is requested to be extremely careful not to block private drives and to be mindful of residents. Parking on Borough Road may be challenging particularly at School start and finish times.

220 USE OF THE SITE:

Do not use the site for any purpose other than carrying out the Works.

A management plan will need to be implemented and monitored for the interface of vehicles/pedestrians in the carrying out of the works, in addition to parking logistics which will be heavily empathised.

All site cabins, storage compounds, etc. are to be within the confines of the site.

Restrictions and hazards arising from the actual building work as distinct from the site and its environments are described in section A34.

230 SURROUNDING LAND/ BUILDING USES:

The existing School site is located in a residential/ light industrial and Retail area. Borough Road does attract large volumes of traffic during daytime:

The Torbay Council Recycling Centre is located off Borough Road and this is a significant contributor to the large volumes of traffic during the daytime (7 days a week).

At peak times of the day (08:30-09:30) and (14:30 -15:30), the roads are particularly congested with traffic relating to these educational facilities and access/ egress of students.

240 HEALTH AND SAFETY HAZARDS:

Refer to Pre-Construction Information Document.

250 SITE VISIT:

Before tendering, contractors are requested to ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

Site visits for the tender exercise must be arranged via the ProContract tender portal. Direct contact should not be made with the School or parties working on behalf of TDA. One visit will be permitted per tenderer so any supply chain members who wish to also visit the site must attend at the same time. The maximum number of people allowed to attend the site visit is set out in the Invitation to Tender Documents.

A13 DESCRIPTION OF THE WORK

I10 PREPARATORY WORK BY OTHERS:

None

I20 THE WORKS:

The works are described in the Invitation to Tender Documents.

I30 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

There may be a need for the School to install computers and furniture etc. during the last few week of the each Section.

I40 COMPLETION WORK BY OTHERS

Installation of loose furniture etc. by the School or their contractors.

A20 THE BUILDING CONTRACT

720 INTERMEDIATE FORM OF CONTRACT:

The form of contract will be the JCT Intermediate Building Contract with Contractor's Design (ICD) 2016 Edition including all current amendments

First Recital

The Works comprise: Refurbishment of existing Library to form Steps area, demolition of existing Mobile Buildings and construction of new Build SEND building, with associated external works.

Second Recital

The Works include the Design and Construction of:-

- Beam and Block flooring to ground floor of SEND Building.
- Timber Roof Trusses to SEND Building

Third Recital

The Contract Drawings will be as numbered on Document Issue Sheet.

Fourth Recital

Delete Bills of Quantities

The whole of the text referring to a named person as a sub-contractor will be deleted.

Fifth Recital

Option A – The Contractor has priced the Specification/Work Schedules (delete reference to Bills of Quantities).

Delete Option B

Delete reference to the Priced Activity Schedule

Sixth Recital

Contractor's Proposals and CDP analysis

Contractor to provide

Seventh Recital

Employer's Requirements and Contractor's Proposals to be signed by Employer and Contractor

To be carried out when Contractor has provided

Eighth Recital

For the purposes of the CIS, The Employer at the Base Date is 'a contractor'

Delete reference to 'is not a contractor'

Ninth Recital

Information Release Schedule – to be deleted

Tenth Recital

CDM Regulations 2015) - the project is notifiable

Eleventh Recital

Division of the Works into Sections – is required.

Twelfth Recital

Framework Agreement – to be deleted

Thirteenth Recital

Supplemental Provisions – apply where detailed in the list under Contract Particulars

THE ARTICLES

Article 8:

Arbitration - Clauses 9.3 to 9.8 apply.

CONTRACT PARTICULARS

PART I: GENERAL

Fourth Recital – EMPLOYER'S REQUIREMENTS

Described in Tender drawings, Specifications and Schedule of Works

Sixth Recital – CONTRACTOR'S PROPOSALS AND CDP ANALYSIS

Contractor to provide

Eighth Recital and clause 4.6 – CONSTRUCTION INDUSTRY SCHEME (CIS)

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

Tenth Recital – CDM REGULATIONS

The project is notifiable

Eleventh Recital - DESCRIPTION OF SECTIONS

- Section 1 - Refurbishment of Existing Library to form Steps Area
- Section 2 - Demolition of existing mobile buildings and Construction of new SEND Building

Twelfth Recital - FRAMEWORK AGREEMENT

To be deleted

Thirteenth Recital and Schedule 5 - SUPPLEMENTAL PROVISIONS

- Collaborative working: Supplemental Provision 1 applies.
- Health and safety: Supplemental Provision 2 applies.
- Cost savings and value improvements: Supplemental Provision 3 applies.
- Sustainable developments and environmental considerations: Supplemental Provision 4 applies.
- Performance indicators and monitoring: Supplemental Provision 5 does not apply
- Notification and negotiation of disputes: Supplemental Provision 6 applies (nominees to be agreed)

Article 8:

Arbitration - Clauses 9.3 to 9.8 apply.

Clause 1.1 – BASE DATE

Base date: 25th April 2024

Clause 1.1 – BIM PROTOCOL

Not applicable

1.1 DATE FOR COMPLETION OF SECTIONS OF THE WORKS

Section 1 (Steps Refurbishment) Friday 30th August 2024

Section 2 (Demolitions and SEND New Build) Friday 11th April 2025

Clause 1.7 - ADDRESSES FOR SERVICE OF NOTICES

- Employer: Torbay Council
 - Address: Town Hall, Castle Circus, Torquay Devon TQ1 3DR
- Contractor: To be confirmed

Clause 2.4 - DATE OF POSSESSION OF SECTIONS

Date of Possession of Sections the site:

Section 1 (Steps Refurbishment) Monday 10th June 2024

Section 2 (Demolitions and SEND New Build) Monday 22nd July 2024

(Delete reference to Date of Possession of the site)

Clause 2.5 - DEFERMENT OF POSSESSION OF THE SITE

- Clause 2.5 applies

Maximum period of deferment for Section 1 - 6 weeks.

Not applicable for Section 2

Clause 2.23.2 - LIQUIDATED DAMAGES

Liquidated damages will be as follows:-

Section 1 (Steps Refurbishment) £ 1,500 per week or part thereof

Section 2 (Demolitions and SEND New Build) £ 1,000 per week or part thereof

Clause 2.30 - RECTIFICATION PERIOD

Rectification Period will be as follows:-

Section 1 (Steps Refurbishment) 12 months

Section 2 (Demolitions and SEND New Build) 12 months

Clause 2.34.3 – CONTRACTOR’S DESIGNED PORTION – Limit of Liability

Maximum Liability To be £ 700,000

Clauses 4.3 and 4.9 – CONTRIBUTION, LEVY AND TAX FLUCTUATIONS

Schedule 4 does not apply

Delete percentage additions

Clause 4.7 - ADVANCE PAYMENT AND ADVANCE PAYMENT BOND

Advance payment not applicable and advance payment Bond not required.

Clause 4.8.1 – INTERIM PAYMENTS –DUE DATES

Dates of Applications for Interim Payment: The first date to be one month after commencement and thereafter the same date in each month or the nearest Business Day in that month.

Clause 4.9.1 – INTERIM PAYMENTS – PERCENTAGES OF VALUE

Where works or sections have not reached practical completion - 95%

Where works or sections have reached practical completion – 97.5%

Clause 4.10.4 – LISTED ITEMS – UNIQUELY IDENTIFIED –

Delete this clause

Clause 4.10.5 – LISTED ITEMS – NOT UNIQUELY IDENTIFIED –

Delete this clause

Clause 6.4.1. - CONTRACTOR'S INSURANCE – INJURY TO PERSONS OR PROPERTY

• Insurance cover (for any one occurrence)

Contractor's insurance: injury to persons or property – insurance cover (for any one occurrence or series of occurrences arising out of one event) shall be £5,000,000.

Clause 6.5.1 - INSURANCE - LIABILITY OF EMPLOYER

Insurance liability of Employer: is not required

Clause 6.7 and Schedule 1 - INSURANCE OF THE WORKS - INSURANCE OPTIONS

- Schedule 1: Insurance Option A applies for Section 2 SEND Building and Option C applies for Steps Refurbishment.
- Percentage to cover professional fees: 15 per cent.
- Annual renewal date of Insurance – to be supplied by Contractor.

6.10 And Schedule 1 – TERRORISM COVER –

Not required

6.15 And 6.18 - JOINT FIRE CODE

The Joint Fire Code does not apply.

6.19 – CONTRACTOR’S DESIGN PORTION (CDP) –

- Level of PI cover of a Minimum of £ 1,000,000
- Relates to Claims or series of claims arising out of one event
- Cover for pollution and contamination claims – is not required
- Expiry of period of CDP PI Insurance is 12 years from the date of Practical Completion of the works

7.2.1 – PERFORMANCE BOND -

Performance Bond is not required.

7.2.2 – PARENT COMPANY GUARANTEE –

Is any required if Contractor is part of a Group with a Parent Company. Format to be agreed.

7.3 – COLLATERAL WARRANTIES –

Are Required for:

- Contractor Warranty for Purchaser or Tenant (JCT CWa/P&T)
- Precast Concrete Beam and Block Flooring to SEND Building (JCT SCWa/P&T)
- Timber roof trusses to SEND Building (JCT SCWa/P&T)

Note – Purchaser/Tenant will be as follows:-

Thinking Schools Academy Trust, Park Crescent, Chatham, Kent ME4 6NR

Clause 8.9.2 - PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR)

- Period of suspension: Two months.

Clauses 8.11.1.1 to 8.11.1.5 - PERIOD OF SUSPENSION (TERMINATION BY EMPLOYER)

- Period of suspension: Two months.

Clause 9.2.1 - ADJUDICATION

Appointer of Arbitrator: President or a Vice President of the
Royal Institute of Chartered Surveyors (delete all others)

Clause 9.4.1 - ARBITRATION

- Appointer of Arbitrator (and of any replacement): President or a Vice President of the Royal Institution of Chartered Surveyors (delete all others).

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.5 - RECKONING PERIODS OF DAYS

- Amendments: Contract period inclusive of all Construction Industry shutdowns and statutory holidays.

1.11 - APPLICABLE LAW

- Amendments: None.

SECTION 2: CARRYING OUT THEWORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4 PAYMENT

Clause 4.12.1 Amend 14 days to read 21 days

SECTION 5: VARIATIONS

SECTION 6: INJURY, DAMAGE AND INSURANCE

SECTION 7: ASSIGNMENT, PERFORMANCE BONDS/GUARANTEES AND COLLATERAL WARRANTIES

SECTION 8: TERMINATION

SECTION 9: SETTLEMENT OF DISPUTES

EXECUTION: The Contract will be executed as a Deed Each Party will use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

A30 TENDERING/SUBLETTING/SUPPLY

MAIN CONTRACT TENDERING

110 SCOPE:

These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.

120 TENDERING PROCEDURE

General: Comply with the provisions of JCT Code of Practice.

160 EXCLUSIONS:

If the Contractor cannot tender for any part(s) of the work as defined in the tender documents the [CA] must be informed as soon as possible, defining the relevant part(s) and stating the reasons for the inability to tender.

170 ACCEPTANCE OF TENDER: The Employer and the Employer's representatives:

Offer no guarantee that any tender will be recommended for acceptance or accepted and will not be responsible for any cost incurred in the preparation of any tender.

190 PERIOD OF VALIDITY:

Tenders must remain open for consideration (unless previously withdrawn) for no less than [90] days from the date fixed for the submission or lodgement of tenders. Information on the date for possession/commencement is given in section A15.

PRICING/SUBMISSION OF DOCUMENTS

211 PRELIMINARIES IN THE SPECIFICATION:

The Preliminaries/General conditions sections must not be relied on as complying with SMM7 or New Rules of Measurement.

220 PRICING OF PRELIMINARIES:

The following abbreviations have been used:

F = Fixed charge item

TR = Time related charge item.

260 THE PRICED DOCUMENTS

Generally: Submit: within five working days of request.

270 ERRORS IN PRICED DOCUMENTS

Errors: Shall be dealt with in accordance with JCT Code of Practice.

310 SPECIFICATION WITHOUT QUANTITIES:

Where and to the extent that quantities are not included in the specification, tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

320 PRICING OF SPECIFICATION:

Alterations and qualifications to the specification must not be made without the written consent of the CA. Tenders containing unauthorized alterations or qualifications may be rejected. Costs relating to items in the specification which are not priced will be deemed to have been included elsewhere in the tender.

330 TENDER

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

460 A CONTRACT SUMMARY

Must be submitted with the tender and the analysis must comprise a breakdown of the sections contained within the pricing schedule.

480 PROGRAMME:

The Contractor's proposed programme as specified in Section A32 or a summary thereof showing the sequence and timing of the principal parts of the Works, periods for planning and design and itemising any work which is excluded must be submitted with the priced specification as it will form part of the quality appraisal.

500 TENDER STAGE METHOD STATEMENTS

Must be submitted within one week of request describing how and when the Contractor proposes and undertakes to carry out the works.

510 ALTERNATIVE METHOD TENDERS:

In addition to and at the same time as tendering for the Works as defined in the tender documents, and at the Contractor's discretion, alternative method(s) of construction may be submitted for consideration. Alternatives which would involve significant changes to other work will not be considered.

Such alternative(s) will be deemed to be alternative tender(s) and each must include a complete and precise statement of the effects on cost and programme.

Carry out a health and safety risk assessment for each such alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.

Full technical data for each such alternative must be submitted within one week of request together with details of any consequential amendments to the design and/or construction of other parts of the Works.

535 SUBSTITUTE PRODUCTS:

If the Contractor wishes to substitute products of different manufacture to those specified, details must be submitted with the tender giving reasons for each proposed substitution. Substitutions which have not been notified at tender stage may not be considered. Substitutions sanctioned by the CA will be subject to the verification requirements of clause A31/200.

540 QUALITY CONTROL RESOURCES:

A statement must be submitted within one week of request describing the organisation and resources which the Contractor proposes and undertakes to provide to control the quality of the Works, including the work of subcontractors.

The statement must include the number and type of staff responsible for quality control, with details of their qualifications and duties.

551 HEALTH AND SAFETY INFORMATION:

A statement must be submitted with the tender describing the organization and resources which the contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of subcontractors and of any person who may be affected by the works, including:

- A copy of the contractor's health and safety policy document, including risk assessment procedures.
- Accident records for the past five years.
- Records of previous Health and Safety Executive enforcement action.
- Records of training and training policy.

- The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

570 A CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

Must be submitted within one week of request and is to include the following:

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

590A SITE WASTE MANAGEMENT PLAN

Although no longer required by legislation, a Site Waste Management Plan is required.

- Person responsible for developing the Plan: The Design Team have commenced the consideration of the Site Waste Management Plan.
- The Contractor will be responsible for formally developing the plan.
 - Content: Include details of:
 - Principal Contractor for the purposes of the regulations.
 - Location of the site.
 - Description of the project.
 - Estimated project cost.
 - Types and quantities of waste that will be generated.
 - Resource management options for these wastes including proposals for minimization/ reuse/ recycling.
 - The use of appropriate and licensed waste management contractors.
 - Record keeping procedures.
 - Waste auditing protocols.
 - Additional requirements:

- Submit with tender.

SUBLETTING/ SUPPLY

630 DOMESTIC SUBCONTRACTS

- General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.
- List: Provide details of all subcontractors and the work for which they will be responsible.
- Submit: With tender.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

120 CA

means the person nominated in the Contract as Contract Administrator or his authorized representative.

130 IN WRITING:

When required to advise, notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.

140 APPROVAL

(and words derived there from) means the approval in writing of the CA unless specified otherwise.

145 SUBMIT

(and words derived there from) means to the CA unless otherwise instructed.

150 PRODUCTS

means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the Works.

170 MANUFACTURER AND PRODUCT REFERENCE

- Definition: When used in this combination:
 - Manufacturer: The firm under whose name the particular product is marketed.
 - Product reference: The proprietary brand name and/ or reference by which the particular product is identified.
 - Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

180 CROSS-REFERENCES TO THE SPECIFICATION:

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 section or clause.

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.

Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.

The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which may be discovered.

200 SUBSTITUTION OF PRODUCTS:

Where the substitution of a product different to that specified is permitted, before ordering the product inform the CA of the reasons for the substitution. When requested, submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories appearance. Submit certified English translations of any foreign language documents.

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.

If substitution is approved, and before ordering products, provide revised drawings, specification and manufacturer's guarantees.

240 SUBSTITUTION OF STANDARDS

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

250 CURRENCY OF DOCUMENTS:

References to standards, type approval certificates, catalogues, codes of practice and the like are to the editions, revisions, versions and amendments current at [the base date]

References to BSI documents are to the versions and amendments listed in the BSI Standards Catalogue, including updates current at [the base date]

270 SIZES:

Unless otherwise stated: Products are specified by their co-ordinating sizes.

Cross section dimensions of timber shown on drawings are nominal sizes before any required planing.

280 FIX ONLY

means all labours in unloading, handling, storing and fixing in position, including use of all plant.

290 SUPPLY AND FIX:

Unless stated otherwise all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete.

TERMS USED IN REFURBISHMENT/ALTERATION

311 REMOVE

means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. It does not include removing associated pipe work, wiring, ductwork or other services.

321 KEEP FOR REUSE means:

During removal prevent damage to the stated components or materials, and clean off bedding and jointing materials.

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

331 REPLACE means:

Remove the stated existing components, features and finishes.

Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed.

Make good as necessary.

341 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:

- Replacement of components or parts of components.
- Redecoration.

351 MAKE GOOD

means carry out local remedial work to components, features and finishes which have been disturbed by other, previous work under this Contract and leave in a sound and neat condition. It does not include:

- Replacement of components or parts of components.
- Redecoration.

The meaning of the term shall not be limited by this definition where used in connection with the defects liability provisions of the Contract.

361 EASE

means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.

371 TO MATCH EXISTING

means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of appearance.

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

410 ADDITIONAL COPIES OF DRAWINGS:

Two copies of drawings (not counting any certified copy of the Contract Drawings) will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Contractor.

420A ADDITIONAL COPIES OF SPECIFICATION AND SCHEDULE OF WORKS:

After execution of the Contract, two copies of the un-priced Specification and Schedule of Works will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but will be charged to the Contractor.

440 DIMENSIONS:

The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the CA any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.

450 THE MEASURED QUANTITIES:

For purposes of ordering products and constructing the Works: The specification and drawings shall take precedence over the measured quantities.

460 THE SPECIFICATION:

All sections of the specification must be read in conjunction with Main Contract Preliminaries/ General conditions.

DOCUMENTS PROVIDED BY CONTRACTOR/SUBCONTRACTORS

692 AS BUILT & AS INSTALLED DRAWINGS AND INFORMATION

Must be provided to the CA at Practical Completion. As built information relates to the building and structural engineering works. As installed is to be representative of the building services.

710 TECHNICAL LITERATURE:

The Contractor is [advised] to keep copies of the following on site, readily accessible for reference by all supervisory personnel:

- Manufacturers' current literature relating to all products to be used in the Works.
- Relevant BS Codes of Practice.

720 MAINTENANCE INSTRUCTIONS AND GUARANTEES:

Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to CA on or before Practical Completion.

Notify the CA of telephone number for emergency services by Subcontractors after Completion.

A32 MANAGEMENT OF THE WORKS

GENERALLY

I10 SUPERVISION:

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

I15 CONSIDERATE CONSTRUCTORS SCHEME:

The Contractor should register the project with the Considerate Constructors (www.ccscheme.org.uk). A Performance Beyond Compliance is required and the certificate shall be included within the Health and Safety file.

I20 INSURANCES:

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

I30 INSURANCE CLAIMS:

If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice.

I40 CLIMATIC CONDITIONS:

Keep an accurate record of:

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

I50 OWNERSHIP:

Materials arising from the alteration work are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

PROGRAMME/PROGRESS

211 PROGRAMME:

As soon as possible and before starting work on site prepare in an approved form a master programme for the Works, which must make allowance for:

- Design and production information provided by the Contractor/Subcontractors/Suppliers, including inspection and checking (see section A31)
- Planning and mobilisation by the Contractor
- Running in, adjustment, commissioning and testing of all engineering services and installations
- Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A54)
- Work by or on behalf of the Employer (see section A40) the nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- 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.
- Submit 2 copies to CA.

231 SUBMISSION

of programmes will not relieve the Contractor of responsibility to advise the CA of the need for further drawings or details or instructions in accordance with the Conditions of Contract.

240 COMMENCEMENT OF WORK:

Inform the CA at least [10] working days before the proposed date for commencement of work on site.

250 MONITORING:

Record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

260 CA'S SITE MEETINGS:

The CA will hold regular site meetings to review progress and other matters arising from the administration of the Contract. Meetings will normally be held [monthly]

- Ensure the availability of accommodation at the time of such meetings.
- Attend all meetings and inform subcontractors and suppliers when their presence is required.
- The CA will chair the meetings and take and distribute minutes.

263 CONTRACTOR'S PROGRESS REPORT:

Submit a progress report to the CA 2 days prior to each CA's site meeting. Notwithstanding the Contractor's obligations under the Contract the report must include:

- A progress statement by reference to the master programme for the Works.
- Details of any matters materially affecting the regular progress of the Works.
- Any requirements for further drawings or details or instructions to enable the CA to fulfil their obligations under the Conditions of Contract.

270 CONTRACTOR'S SITE MEETINGS:

Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.

290 NOTICE OF COMPLETION:

Give CA at least 2 weeks' notice of the anticipated dates of Practical Completion of the whole or parts of the Works.

300 ADVERSE WEATHER:

Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.

310 EXTENSIONS OF TIME:

When a notice of the cause of any delay or likely delay in the progress of the Works is given under The Contract, written notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the CA:

Relevant particulars of the expected effects, if appropriate related to the concurrent causes.

An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion and all other relevant information required by the CA.

320 DISTURBANCE OF REGULAR PROGRESS:

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 CA the opportunity to issue instructions designed (according to the circumstances) to minimise or avoid that loss and/or expense.

CONTROL OF COST

410 CASH FLOW FORECAST:

As soon as possible and before starting work on site submit to the CA a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period and based upon the programme for the Works.

420 EXISTING WORK:

The extent and location of renewal of existing work must be agreed, at least on a provisional basis, with the CA before the work is started. Remove existing work in ways which will reasonably minimise the amount of removal and renewal.

432 PROPOSED INSTRUCTIONS:

If the CA issues details of a proposed instruction with a request for an estimate of cost, submit such an estimate without delay and in any case within 7 days. The estimate must include:

- A detailed breakdown of the cost including any allowance for direct loss and expense.
- Details of any additional resources which may be required.
- Details of any adjustments which may have to be made to the programme for the Works.
- Any other information as is reasonably necessary for the CA to fully assess the implications of issuing such an instruction.
- Inform the CA immediately if it is not possible to comply with any of the above requirements.

440 MEASUREMENTS:

Give reasonable notice to the CA before covering up work which the CA requires to be measured.

450 DAYWORK VOUCHERS:

Give reasonable notice to the [CA] of the commencement of any work for which day work vouchers are to be submitted. Before being delivered, each voucher must be:

- Referenced to the instruction under which the work is authorised, and
- Signed by the person in charge as evidence that the workmen's names, the time spent by each, the plant and materials shown are correct.

460 INTERIM VALUATIONS:

At least [3] days before the end of each established period for interim valuations submit to the [CA] details of amounts due under the Contract together with all necessary supporting information.

471 UNFIXED MATERIALS:

At the time of each valuation disclose to the [CA] which of the unfixed materials and goods on site are free from, and which are subject to, any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values. When requested provide evidence of freedom from reservation of title.

475A LISTED PRODUCTS STORED OFF SITE

It is possible that the payment of listed products stored off site may be permitted. If the Employer permits this then the following conditions must be satisfied:-

- Evidence of Title: Submit reasonable proof that the property in 'listed items' is vested in the Contractor.
- Include for products purchased from a 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.
 - Include for products purchased from a supplier by a subcontractor or manufactured or assembled by any subcontractor:
- Copies of the subcontract with the subcontractor and a written statement from the subcontractor that any conditions relating to the passing of property have been fulfilled. The materials will need to be checked by the Employer or his agent.

480 LABOUR AND PLANT RETURNS:

At the beginning of each week provide for verification by the [CA] records showing, for each day of the previous week:

- The number and description of craftsmen, labourers and other persons employed on or in connection with the Works, including those employed by subcontractors.
- The number, type and capacity of all mechanical and power-operated
- Plant employed on the Works.

A33 QUALITY STANDARDS/CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

I10 INCOMPLETE DOCUMENTATION

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

I15 GOOD PRACTICE:

Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be: Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and In accordance with relevant good building practice.

I20 GENERAL QUALITY OF PRODUCTS:

- Products to be new unless otherwise specified.
- For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by CA.
- Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by CA.
- Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance.
- Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together.
- If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.

I30 PROPRIETARY PRODUCTS:

- Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform CA if these conflict with any other specified requirement. Submit copies to CA when requested.
- Ancillary products and accessories to be of a type recommended by the main product manufacturer, unless otherwise specified.
- The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturers' literature current at base date.

- Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform CA and do not place orders for or use the affected products without further instructions.
- Where British Board of Agrément certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

135 QUALITY OF EXECUTION

- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- Colour batching: Do not use different colour batches where they can be seen together.
- Dimensions: Check on-site dimensions.
- Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
- Location and fixing of products: Adjust joints open to view so they are even and regular.

140 CHECKING COMPLIANCE OF PRODUCTS:

Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:

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

150 PROTECTION OF PRODUCTS:

- Prevent over-stressing, distortion and any other type of physical damage.
- Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work.
- Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products.
- Prevent excessively high or low temperatures and rapid changes of temperature in the products.
- Protect adequately from rain, damp, frost, sun and other elements as appropriate.
- Ensure that products are at a suitable temperature and moisture content at time of use.
- Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
- Keep different types and grades of products separately and adequately identified.
- So far as possible keep products in their original wrappings, packing's or containers, until immediately before they are used.
- Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.
- Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.

160 SUITABILITY OF RELATED WORK AND CONDITIONS:

- Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, ensure that:
- Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.
- All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.
- The environmental conditions are suitable, particularly that the building is suitably weather tight when internal components, services and finishes are installed.

170 GENERAL QUALITY OF WORKMANSHIP:

- Operatives must be appropriately skilled and experienced for the type and quality of work. Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
- Inspect components and products carefully before fixing or using and reject any which are defective. Fix or lay securely, accurately and in alignment.
- Where not specified otherwise, select fixing and jointing methods and types, sizes and spacing's of fastenings to comply with relevant British Standards.
- Provide suitable, tight packing's at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not over tighten fixings.
- Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.
- Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval.

190 WATER FOR THE WORKS:

Clean and uncontaminated. If other than mains supply is proposed provide evidence of suitability. Test to BS 3148 if instructed.

SAMPLES/APPROVALS

210 APPROVAL OF PRODUCTS:

Where approval of a product is specified the requirement for approval relates to a sample of the product and not to the product as used in the Works. Submit a sample or other evidence of suitability. Do not confirm orders or use the product until approval of the sample has been obtained. Retain approved sample in good, clean condition on site. Ensure that the product used in the Works matches the approved sample.

220 SAMPLES OF FINISHED WORK:

Where a sample of finished work is specified for approval, the requirement for approval relates to the sample itself. (If approval of the finished work as a whole is required this is specified separately). Obtain approval of the stated characteristic(s) of the sample before proceeding with the Works. Retain approved sample in good, clean condition on site. Ensure that the relevant characteristic(s) of the Works match the approved characteristic(s) of the sample. Remove samples which are not part of the finished Works when no longer required.

230 APPROVALS:

Where and to the extent that products or work are specified to be approved or the CA instructs or requires that they are to be approved, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics either:

- To the express approval of the CA or
- To match a sample expressly approved by the CA as a standard for the purpose.

240 APPROVALS:

Inspection or any other action by the CA must not be taken as approval of products or work unless the CA so confirms in writing in express terms referring to:

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

ACCURACY/SETTING OUT GENERALLY

310A ACCURACY OF INSTRUMENTS

- Accuracy in measurement: Use instruments and methods described in BS 5606, Appendix A:

321 SETTING OUT:

Check the levels and dimensions of the site against those shown on the drawings, and record the results on a copy of the drawings. Notify CA in writing of any discrepancies and obtain instructions before proceeding.

322 SETTING OUT:

Inform CA when overall setting out is complete and before commencing construction.

340 APPEARANCE AND FIT:

- Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.
- Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.
- Without prejudice to the above and unless specified otherwise, tolerances will (where applicable) be not greater than those given in BS 5606, Tables 1 and 2.

370 LEVELS OF STRUCTURAL FLOORS:

Maximum tolerances for designed levels to be as follows: Floors which are to be self-finished, and floors to receive sheet or tile finishes directly bedded in adhesive: ± 10 mm.

380 RECORD DRAWINGS:

Record details of all grid lines, setting-out stations, bench marks and profiles on the site setting-out drawing. Retain on site throughout the contract and hand to CA on completion.

SERVICES GENERALLY

410 SERVICES REGULATIONS:

Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.

415 WATER REGULATIONS/BYELAWS CONTRACTOR'S CERTIFICATE:

On completion of the work, submit to the CA (and where required also to the Water Undertaker) a certificate including:

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

416 ELECTRICAL INSTALLATION CERTIFICATE

- Submit: When relevant electrical work is completed.
- Original certificate: To be lodged in the Health and Safety File.

420 SERVICE RUNS:

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

440 MECHANICAL AND ELECTRICAL SERVICES

Must have final tests and commissioning carried out so that they are in full working order at practical completion.

SUPERVISION/INSPECTION/DEFECTIVE WORK

510 SUPERVISION:

In addition to the constant management and supervision of the works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.

515 CO-ORDINATION OF ENGINEERING SERVICES:

The site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering services, one with another and each in relation to the Works generally. Submit to the CA, when requested, CVs or other documentary evidence relating to the staff concerned.

520 PERSON-IN-CHARGE:

Give maximum possible notice to CA before changing the person-in-charge or site agent.

530 ACCESS FOR CA:

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

540 OVERTIME WORKING:

Whenever overtime is to be worked, give CA not less than [5days] notice, specifying times, types and locations of work to be done. Concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.

550 DEFECTS IN EXISTING CONSTRUCTION:

To be reported to CA without delay. Obtain instructions before proceeding with work which may:

Cover up or otherwise hinder access to the defective construction, or

Be rendered abortive by the carrying out of remedial work.

555 ACCESS FOR INSPECTION:

Give CA not less than [5 days] notice before removing scaffolding or other facilities for access.

560 TIMING OF TESTS AND INSPECTIONS:

Agree dates and times of tests and inspections with CA several days in advance, to enable the CA and other affected parties to be present. On the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.

565 TEST CERTIFICATES:

Submit a copy of a each certificate to CA as soon as practicable and keep copies of all certificates on site.

570 PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/PRODUCTS:

As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract, or appear that they may not be in accordance, submit proposals to CA for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.

Such proposals may be unacceptable to the CA, and contrary instructions may be issued.

580 MEASURES TO ESTABLISH ACCEPTABILITY:

Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:

- Will be at the expense of the Contractor, and
- Will not be considered as grounds for extension of time.

585 CONTINUITY OF THERMAL INSULATION/AIR TESTING

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

590 QUALITY CONTROL:

Establish and maintain procedures to ensure that the Works, including the work of all subcontractors, comply with specified requirements.

Maintain full records, keep copies on site for inspection by the CA, and submit copies of particular parts of the records on request. The records must include:

- Identification of the element, item, batch or lot including location in the Works.
- The nature and dates of inspections by the Contractor or CA, tests and approvals.
- The nature and extent of any non-conforming work found.
- Details of any corrective action.

595 ENERGY PERFORMANCE CERTIFICATE AND SBEN CALCULATION:

The Contractor shall note that one of the requirements included within the Performance Specification for the Contractor Designed Mechanical Electrical and Plumbing Installations is for the provision of an Energy Performance Certificate (EPC) and a simplified Building Energy Model (SBEN) Calculations. This will also include for the preparation of a BRUKL Report to satisfy Part L of the current Building Regulations.

The Contractor shall liaise with all other Design Team Members to ensure compliance with Part L, including discussions with Torbay Council Building Control.

An EPC shall be provided on completion of the works and a copy then displayed within the new building.

WORK AT OR AFTER COMPLETION

610 GENERALLY:

- Make good all damage consequent upon the work.
- Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.
- Clean the works thoroughly inside and out, including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work.
- Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction.
- Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

640 SECURITY AT COMPLETION:

Leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.

650 MAKING GOOD DEFECTS:

Make arrangements with the [CA] and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform CA when remedial works to the various parts of the Works are completed.

740 HIGHWAY/ SEWER ADOPTION

Work to be adopted under the Highways Act, Section 38, or the Roads (Scotland) Act, Section 16 to 18, or the Water Industry Act, Section 104: Description: Drainage works.

Work for adoption must be:

- Completed by the Contractor to the satisfaction of the Highway/ Sewer Authorities before the certificate stating the Works are complete is issued.
- Subject to a Defects Liability/ Rectification Period of 12 months (see Appendix to the Contract/ Contract Particulars).
- Maintained during the Defects Liability/ 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.

A34 SECURITY/SAFETY/PROTECTION SECURITY, HEALTH AND SAFETY

GENERALLY

I10 THE PRE-CONSTRUCTION INFORMATION

is integral with the project Preliminaries, including but not restricted to the sections set out below.

I14A CONSTRUCTION HAZARDS

arising from the design of the project are included.

I17A HEALTH HAZARDS:

arising from the design of the project are included.

I25 HSE APPROVED CODES OF PRACTICE:

Comply with the following:

- Management of health and safety at work.
- Managing construction for health and safety.

I30: SECURITY:

Adequately safeguard the site, the Works, products, materials, plant, and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property.

I31 SEGREGATION

Provide and maintain throughout the duration of the contract. The contractor is to provide all directional signage required by the local environment. Colour to be agreed.

I40 STABILITY:

Accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary. Prevent overloading: details of design loads may be obtained from CA.

170 EMPLOYER'S REPRESENTATIVES SITE VISITS:

Inform the CA in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or the Employer's representatives when visiting the site. Provide protective clothing and/or equipment for the Employer and the Employer's representatives as appropriate.

180 PASSES

Where the Contractor is working within their self-contained site area passes will not be required.

Authorised persons: to maintain daily site log of all personnel.

190 OCCUPIER'S RULES AND REGULATIONS

Compliance: Conform to the occupier's rules and regulations affecting the site.

PROTECT AGAINST THE FOLLOWING:

210 EXPLOSIVES

Use: Not permitted

221A NOISE:

Comply generally with the recommendations of BS 5228-1, for minimising noise levels during the execution of the Works.

230 POLLUTION:

Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways. If pollution occurs inform the appropriate Authorities and the CA without delay and provide them with all relevant information.

236 USE OF PESTICIDES:

Will not be permitted.

240 NUISANCE:

Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.

250 ASBESTOS BASED MATERIALS:

Over and above information contained within the asbestos refurbishment survey report immediately to the CA any suspected asbestos based materials discovered during demolition/refurbishment work. Avoid disturbing such materials. Agree with the CA methods for safe removal or encapsulation.

260 FIRE PREVENTION:

Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Building Employers Confederation and the Loss Prevention Council.

263 FIRE PREVENTION:

Smoking will not be permitted on the site except in designate areas which must be carefully controlled, equipped with firefighting equipment and receptacles for the safe disposal of smoker's materials and inspected to guard against risk of fire.

264 SMOKING ON SITE:

Will not be permitted.

265 BURNING ON SITE:

Of materials arising from the work will not be permitted.

270 WATER:

Prevent damage from storm and surface water. (Items for keeping the site and excavations free of water are given elsewhere).

280 MOISTURE:

Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent:

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

285 INFECTED TIMBER:

Where instructed to remove timber affected by fungal/insect attack from the building, do so in a way which will minimise the risk of infecting other parts of the building.

290 WASTE:

- Remove rubbish, debris, surplus material and spoil regularly and keep the site and Works clean and tidy.
- Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.
- Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.
- Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner, as approved by a Waste Regulation Authority and in accordance with relevant regulations.
- Retain waste transfer documentation on site.

PROTECT THE FOLLOWING:

410 WORK IN ALL SECTIONS:

Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.

420 EXISTING SERVICES:

- Notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations.
- Before starting work check and mark positions of existing mains/services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners.
- Observe service authority's recommendations for work adjacent to existing services.
- Adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or other owners.
- Identify below ground services with signboards, giving type and depth, and overhead services with headroom markers.
- If any damage to services results from the execution of the Works, notify immediately CA and appropriate service authority. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor's liability.

- Replace marker tapes or protective covers disturbed during site operations to the service authority's recommendations.

430 ROADS AND FOOTPATHS:

Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising.

435 EXISTING TOPSOIL/SUBSOIL:

Protect existing topsoil and subsoil from over compaction in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works. Agree extent of reinstatement with the CA and bear any costs arising.

440 RETAINED TREES/HEDGES/SHRUBS/GRASSED AREAS:

- Adequately protect and preserve, except those which are to be removed.
- Replace to approval or treat as instructed any species or areas damaged or removed without approval.
- Mature trees and shrubs which, due to the Contractor's negligence, are uprooted, destroyed, or in the opinion of the CA, damaged beyond reasonable chance of survival in their original shape, must be replaced with those of a similar type and age at the Contractor's expense.

445 TREES TO BE RETAINED:

Unless agreed otherwise by the CA, do not:

- Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within the branch spread.
- Sever roots exceeding 25 mm in diameter.
- Change level of ground within an area 3 m beyond the branch spread.

450 EXISTING FEATURES:

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

460 EXISTING WORK:

Prevent damage to existing property undergoing alteration or extension and make good to match existing any defects so caused. Remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum.

465 BUILDING INTERIORS:

Protect building interiors exposed to weather during the course of alteration work with temporary enclosures of sufficient size to permit execution of the work and which will remain weather tight in severe weather.

470A EXISTING FURNITURE, FITTINGS AND EQUIPMENT:

Prevent damage to any furniture, fittings or equipment left in the existing property. Move as necessary to enable the Works to be executed, cover and protect as necessary and replace in original positions.

490 EXISTING STRUCTURES:

- Provide and maintain during the execution of the Works all incidental shoring, strutting, needling and other supports as may be necessary to preserve the stability of existing structures on the site or adjoining that may be endangered or affected by the Works.
- Support existing structure as necessary during cutting of new openings or replacement of structural parts.
- Monitor adjacent structures and immediately report excessive movement to the CA.
- Do not remove supports until new work is strong enough to support the existing structure. Prevent overstressing of completed work when removing supports.

A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING

I 10 SCOPE:

The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.

I 30 METHOD/SEQUENCE OF WORK:

Subject to contractor's master programme.

Programme to clearly identify all work stages. Particular attention is drawn to key elements of the works which will require careful sequencing –

- Setting up site and forming access
- Works within courtyard
- Steelwork erection
- Demolition of garage and conservatory
- Turning space
- Removal of existing playground equipment
- Levelling, compacting of excavated material. Seeding of former community play area

I 40 ACCESS TO THE SITE:

See section A12.

I 50 USE OF THE SITE:

See section A12.

I 55 SCAFFOLDING:

Ensure that standing scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all subcontractors.

I 80 START OF WORK:

Do not commence work until site fully segregated and secure.

I 90 WORKING HOURS:

8.00am – 6.00pm Monday To Friday and 8.00am – 1.00pm on Saturday. Extended working may be available subject to agreement by Client.

A36 FACILITIES/TEMPORARY WORK/SERVICES

110 LOCATIONS:

Inform CA of the intended siting of all spoil heaps, temporary works and services.

120 MAINTAIN

Maintain, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good.

210 ROOM FOR MEETINGS:

Provide suitable temporary accommodation for site meetings, adequately heated and lit, with table and chairs for 8 people. The room may be part of the Contractor's own site offices.

261 SANITARY ACCOMMODATION:

Provide and maintain in a clean condition sanitary accommodation for the Employer's representatives, shared with the Contractor's supervisory staff.

310 ROADS:

Permanent roads, hard standings and footpaths on the site as set out below may be used, subject to clause A34.

371 NAME BOARDS/ADVERTISEMENTS:

Contractor's/subcontractors' name boards will be permitted in approved position(s) and form, and subject to any required consents. Advertisements will not be permitted.

410 LIGHTING:

During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.

420A LIGHTING AND POWER:

Electricity supply from the Employer's mains may be used for the Works. The Employer will not be held responsible for the effects of any failure or restriction in supply. Points of supply are to be ascertained by Contractor and agreed with the Client. The Contractor will pay for all electricity used, including providing temporary sub-meters.

430A WATER:

From the Employer's mains may be used for the Works. The Employer will not be held responsible for the effects of any failure or restriction in supply. Points of supply are to be ascertained by Contractor and agreed with the Client. The Contractor will pay for all water used, including providing temporary sub-meters.

461 TEMPERATURE AND HUMIDITY:

- The permanent heating installation may be used for drying out the Works and controlling temperature and humidity levels, but:
- The Employer does not undertake that it will be available. The Contractor must take responsibility for operation, maintenance and remedial work, and arrange supervision by and indemnification of the appropriate Subcontractors, and pay costs arising.

490 BENEFICIAL USE OF INSTALLED SYSTEMS:

Unless specific permission is given by the Employer and installer, the permanent supply, disposal, mechanical, electrical, communications, transport and access systems may not be used for any purpose other than running in, testing and commissioning. Where permission is given for any other use of a system before Practical Completion of the Works it must be subject to a separate written agreement between the parties and in accordance with the recommended procedures given in NJCC Guidance Note 10.

500A METER READINGS:

Take meter readings for electric/water connections as described above and agree with CA at set up and completion of use.

510 THERMOMETERS:

Provide onsite and maintain in accurate condition:

- A maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.
- A thermometer for measuring concrete and ground temperature.

520A SURVEYING EQUIPMENT:

Provide onsite and maintain in accurate condition:

570 PERSONAL PROTECTIVE EQUIPMENT

- General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:
 - Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 5.
 - High visibility waistcoats to BS EN 471 Class 2. Number required: 5.
 - Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 5.
 - Disposable respirators to BS EN 149.FFP1S.
 - Eye protection to BS EN 166.
 - Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2
 - Hand protection - to BS EN 388, 407, 420 or 511 as Appropriate

A37 OPERATION/MAINTENANCE OF THE FINISHED WORKS

GENERALLY

111 THE BUILDING MANUAL

Purpose:

The Building Manual (incorporating the Health and Safety File) is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the building and its systems to enable efficient and safe operation and maintenance.

Compilation:

- Prepare all information for Contractor designed or performance specified work including as-built and as-installed drawings.
- Obtain or prepare all other information to be included in the Manual.

Content:

PART 1: GENERAL:

Content as clause 121.

PART 2: BUILDING FABRIC:

Content as clause 133.

PART 3: BUILDING SERVICES:

Content as clause 143.

- Presentation of Manual: As clause 151.
- Reviewing the Manual:
- Review process: Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorized.
- Latest date for submission: 1 week before the date for submission of final copies.

Final copies of the Manual:

- Number of copies: 1
- Latest date for submission: Practical Completion.

As-built drawings:

Number of copies: 1

Medium: Paper & Digital

113A THE HEALTH AND SAFETY FILE

- Co-ordinate and ensure the compilation and handing over of one copy of the completed Health and Safety File to the Principal Designer at Practical Completion. Provide copies of all 'as-built and as-installed' drawings to support the requirements of the specification and as part of the Health and Safety File.

- The Principal Contractor shall allow for all costs incurred in collating, preparing and providing information throughout the contract period for the preparation of the Health and Safety File as defined in the Pre-Construction Information.
- If the Health and Safety File cannot be provided at Practical Completion then the Principal Contractor shall provide a comprehensive list of contact details for all parties to the contract who can provide relevant health and safety information concerning this project. A failure to provide the required adequate information within this timescale shall result in the Council obtaining the necessary information and deducting any costs arising from monies owed to the Principal Contractor.

121 CONTENT OF THE BUILDING MANUAL PART 1: GENERAL

- The property:
 - A description of the buildings.
 - Details of ownership.
- The parties:
 - Names, addresses (including e-mail), telephone and fax numbers of the following:
 - Consultants and designers including name and number of individual to be contacted in case of emergency.
 - Authorities and statutory undertakers plus copies of consents and approvals.
 - Contractors, subcontractors, suppliers and manufacturers.
 - Maintenance contractors.
- Operational requirements and constraints of a general nature:
 - Include details not relevant to other parts of the Building Manual.
- The fire safety strategy for the buildings and site:
 - Include drawings showing fire appliance routes, emergency escape routes, fire resisting doors, location of emergency and firefighting systems, services shut-off valves, switches, etc.

133 CONTENT OF THE BUILDING MANUAL PART 2: BUILDING FABRIC

- Design criteria:
 - Floor and roof loadings, loading restrictions, insulation values, fire ratings and other performance requirements.
- Construction of the building:
 - A detailed description of methods and materials used.
 - As-built drawings recording details of construction, together with an index.
 - Information about repair, renovation or demolition.
- Maintenance of the building fabric:
 - Instructions for general maintenance detailing work to be done, acceptable tolerances and frequency of operation.
- Product details:
 - Copies of manufacturers' current literature including COSHH dated data sheets and recommendations for cleaning, repair and maintenance.
- Environmental and trafficking conditions:
 - Details of those that may result in damage/disfigurement.
- Fixtures and fittings:
 - Schedules including manufacturer and product reference.
- Guarantees, warranties and maintenance agreements:
 - Obtain from suppliers, subcontractors and manufacturers.
- Test certificates and reports required in the specification.

143 CONTENT OF THE BUILDING MANUAL PART 3: BUILDING SERVICES

- Description of the systems:
 - Ensure that the Employer's staff fully understand the scope and facilities provided.
 - List maximum loads, services capacity and restrictions.
 - Include limitations of any user performance.

- Operation:
 - A description of the mode of operation of all systems.
 - Starting up, operating and shutting down instructions for all equipment and systems.
 - Control sequences for all systems.
 - Procedures for seasonal changeovers.
 - Procedures for fault finding.

- Diagrammatic drawings:
 - For each system, indicating principal items of plant, equipment, valves, etc.

- Record drawings:
 - Photo-reduced and with an index. Size: A3

- Identification of services:
 - A legend for colour-coded services.

- Schedules (system by system) of plant, equipment, valves, etc:
 - Include locations, duties, performance figures and unique numbers cross-referenced to the record drawings, diagrammatic drawings and schedules.

- Product details:
 - Name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
 - Manufacturers' technical literature for plant and equipment. Include detailed drawings, electrical circuit details and operating and maintenance instructions.
 - Instructions for dismantling and removing equipment and systems.

- Test certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests):
 - For the plant, equipment, valves, etc., used in the installations.

- Guarantees, warranties and maintenance agreements:
 - Obtain from subcontractors and manufacturers.

- Equipment settings:
 - Schedules of fixed and variable equipment settings established during commissioning.

- Preventive maintenance:
 - Recommendations for frequency and procedures to be adopted to ensure the most efficient operation of the systems.

- Lubrication:
 - Schedules for lubricated items.

- Consumables:
 - A list of normal consumable items.
- Spares:
 - A list of recommended spares to be kept in stock by the Employer, being those items subject to wear or deterioration and which may involve the Employer in extended deliveries when replacements are required at some future date.
- Emergencies:
 - Procedures, including telephone numbers for emergency services.

151 PRESENTATION OF BUILDING MANUAL/HEALTH AND SAFETY FILE

- Format:
 - A4 size, plastics covered, loose leaf, four-ring binders with hard covers, each indexed, divided and appropriately cover titled.
- Selected drawings needed to illustrate or locate items mentioned in the Manual:
 - Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
- As-built drawings:
 - The main sets may form annexes to the Manual.

220 TRAINING OF EMPLOYER'S STAFF

- Objective:
 - Before completion, explain and demonstrate to Employer's maintenance staff the purpose, function and operation of the installations including all items and procedures listed in the Building Manual.

250 TOOLS

- General:
 - Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment together with suitable means of identifying, storing and securing same.
- Quantity:
 - Two complete sets.
- Time of submission:
 - At completion.

A40 CONTRACTORS GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 MANAGEMENT AND STAFF

Cost significant items: Contractor to list out and price.

A41 CONTRACTORS GENERAL COST ITEMS: SITE ACCOMMODATION

110 Contractor's general cost items - site accommodation

For details of site accommodation required or made/not made available by the Employer see section A36.

A42 CONTRACTORS GENERAL COST ITEMS: SERVICES AND FACILITIES

110 POWER

- Cost significant items: Contractor to list out and price.

120 LIGHTING

- Cost significant items: Contractor to list out and price.

130 FUELS (excluding fuels for testing and commissioning)

- Cost significant items: Contractor to list out and price

140 WATER

- Cost significant items: Contractor to list out and price

150 TELEPHONE AND ADMINISTRATION

- Cost significant items: Contractor to list out and price

160 SAFETY, HEALTH AND WELFARE (see A34)

- Cost significant items: Contractor to list out and price

170 STORAGE OF MATERIALS (see A33)

- Cost significant items: Contractor to list out and price

180 RUBBISH DISPOSAL (see A34)

- Cost significant items: Contractor to list out and price

190 CLEANING (see A33)

- Cost significant items: Contractor to list out and price

200 DRYING OUT (see A34)

- Cost significant items: Contractor to list out and price

210 PROTECTION OF WORK IN ALL SECTIONS (see A34)

- Cost significant items: Contractor to list out and price

220 SECURITY (see A34)

- Cost significant items: Contractor to list out and price

230 MAINTAIN PUBLIC AND PRIVATE ROADS (see A34)

- Cost significant items: Contractor to list out and price

240 SMALL PLANT AND TOOLS

- Cost significant items: Contractor to list out and price

310 ADDITIONAL SERVICES AND FACILITIES ITEMS:

Insert below further cost items as may be required, with fixed charges and time related charges as appropriate:

A43 CONTRACTORS GENERAL COST ITEMS: MECHANICAL PLANT

110 CRANES

Cost significant items: Contractor to list out and price

120 HOISTS

Cost significant items: Contractor to list out and price

130 PERSONNEL TRANSPORT

Cost significant items: Contractor to list out and price

140 TRANSPORT

Cost significant items: Contractor to list out and price

150 EARTHMOVING PLANT

Cost significant items: Contractor to list out and price

160 CONCRETE PLANT

Cost significant items: Contractor to list out and price

180 PAVING AND SURFACING PLANT

Cost significant items: Contractor to list out and price

200 ADDITIONAL MECHANICAL PLANT ITEMS:

Insert below further cost items as may be required, with fixed charges and time related charges as required:

A44 CONTRACTORS GENERAL COST ITEMS: TEMPORARY WORKS

For details of temporary works required or made/not made available by the Employer see section A36.

110 TEMPORARY ROADS

Cost significant items: Contractor to list out and price

120 TEMPORARY WALKWAYS

Cost significant items: Contractor to list out and price

130 ACCESS SCAFFOLDING

Cost significant items: Contractor to list out and price

140 SUPPORT SCAFFOLDING AND PROPPING

Cost significant items: Contractor to list out and price

150 HOARDINGS, FANS, FENCING, ETC.

Cost significant items: Contractor to list out and price

160 HARDSTANDING

Cost significant items: Contractor to list out and price

170 TRAFFIC REGULATIONS

Cost significant items: Contractor to list out and price

250 ADDITIONAL TEMPORARY WORKS ITEMS:

Insert below further cost items as may be required, with fixed charges and time related charges as required: