

## JCT 2011 MINOR WORKS BUILDING CONTRACT

### A10 PROJECT PARTICULARS

#### 110 THE PROJECT

- Name: Concrete repairs, followed by render replacement and waterproofing.
- Nature: To act as Main contractor for concrete repairs, render replacement and waterproofing of surfaces whilst providing all necessary CDM documentation, insurance, access equipment, associated builder works and site management / coordination.
- Location: The Mount Appledore, North Devon EX39 1NZ

#### 120 EMPLOYER (CLIENT)

- Name: Westward Housing
- Address: Templar House, Collett Way, Newton abbot TQ12 4PH

#### 130 PRINCIPAL CONTRACTOR (CDM)

- Name: TBC.
- Address: TBC.
- Contact: TBC.
- Telephone: TBC.
- E-mail: TBC.

#### 140 CONTRACT ADMINISTRATOR

- Name: Westward Housing
- Address: Templar House, Collett Way, Newton abbot TQ12 4PH
- Contact: to be confirmed
- Telephone:
- E-mail:

#### 150 Principle Designer

- Name: Cunningham Taylor
- Address: 12 Flexbury Park Road, Flexbury EX23 8HR
- Contact: Tom Cunningham
- Telephone: 07909 956 997
- E-mail: [tom@cunninghamtaylor.co.uk](mailto:tom@cunninghamtaylor.co.uk)

### A11 TENDER AND CONTRACT DOCUMENTS

#### 110 TENDER DRAWINGS

The tender drawings are: Walkways plan only (not to be scaled)

#### 120 CONTRACT DRAWINGS

The Contract Drawings: The same as the tender drawings.

#### 160 PRECONSTRUCTION INFORMATION

- Format: The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries. A pre-construction information plan will be produced and issued during the tender stage by the principal designer. The works are not notifiable.

**SECTION 1 – Preliminaries**

- 180 OTHER DOCUMENTS
- None

**A12 THE SITE/ EXISTING BUILDINGS**

- 110 THE SITE  
Description: It is the intention of the works to be planned and programmed to be undertaken with the tenants remaining in occupation. The contractor must plan for access to be maintained safely throughout the works.
- 120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE  
Description: The site is a housing estate with a central carpark. As such the contractor must take all precautions necessary to protect the local residents whilst maintaining access.
- 140 EXISTING UTILITIES AND SERVICES
- Drawings: (Information shown is indicative only): No drawings are available of the existing utilities and services.
- 180 HEALTH AND SAFETY FILE
- Availability for inspection: The site may be seen during normal working hours as it is open to the public. Access to walkways and flats by appointment only.
  - Other documents: None.
- Arrangements for inspection: No special arrangements require for inspection as site is within public areas. Contractors to contact Contract Administrator if they require access to flats or onto walkways.
- 200 ACCESS TO THE SITE
- Description: Access to the site is via the main road.
- Limitations: As scaffolding will be required for the works, access around the site will need to be reviewed throughout the programme. The upper car park should be used to site the contractors compound or a mobile compound used.
- 210 PARKING  
Restrictions on parking of the Contractor's and employees' vehicles. Parking to be courteous with tenants whilst ensuring that roads to neighbouring residential buildings are kept clear.
- 220 USE OF THE SITE
- General: Do not use the site for any purpose other than carrying out the Works.
- Limitations: None.
- 230 SURROUNDING LAND/ BUILDING USES
- General: Adjacent or nearby uses or activities are as follows:
    - Residential
- 240 HEALTH AND SAFETY HAZARDS
- General: The nature and condition of the site/ allows for the works to be visible without opening up. Dust and debris are key hazards related to this project and working at height.
- 250 SITE VISIT
- Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- Arrangements for visit: See Contract Administrator contractor details.

**SECTION 1 – Preliminaries**

**A13 DESCRIPTION OF THE WORK**

**110 PREPARATORY WORK BY OTHERS**

- Works: None.

**120 THE WORKS**

Description: To undertake concrete repairs to all walkways, re-render walkway panels and associated stair wall panels. Finally apply a waterproof anti-slip covering to the top of the walkways.

**130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT**

Description: Non.

**140 COMPLETION WORK BY OTHERS**

Description: None.

**A20 JCT MINOR WORKS BUILDING CONTRACT**

**JCT MINOR WORKS BUILDING CONTRACT**

- The Contract: JCT Minor Works Building Contract 2011 Edition.  
Requirement: Allow for the obligations, liabilities and services described.

**THE RECITALS**

**First - THE WORKS AND THE CONTRACT ADMINISTRATOR**

- The work comprises: External concrete repairs, rendering and liquid membrane coating to concrete walkways.  
Architect/ Contract Administrator: See clause A10/140.

**Second - CONTRACTOR'S DESIGNED PORTION**

- None.

**Third - CONTRACT DOCUMENTS**

- Contract drawings: As listed in clause A11/120.  
Contract documents: The following have been prepared which show and describe the work to be done Section 2, 3 and the appendices of tender documentation.

**Fourth - PRICED DOCUMENTS**

Documents to be priced or provided by the Contractor: Full tender documentation.

**THE ARTICLES**

**3 - ARCHITECT/ CONTRACT ADMINISTRATOR**

Architect/ Contract Administrator: See clause A10/140.

**4 and 5 – PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR**

- Principal Designer: See clause A10/150.
- Principal Contractor: See clause A10/130.

**CONTRACT PARTICULARS**

Fifth Recital and Schedule 2 - BASE DATE

SECTION 1 – Preliminaries

Base date: 3<sup>rd</sup> October 2016.

Fifth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)  
Employer at base is a 'contractor' for the purposes of the CIS.

Sixth Recital - CDM REGULATIONS  
The project is not notifiable.

Seventh Recital – Does not Apply

- N/A.

Eighth Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

- Collaborative working: Paragraph 1 applies.
- Health and safety: Paragraph 2 applied.
- Cost savings and value improvements: Paragraph 3 applied.
- Sustainable development and environmental considerations: Paragraph 4 applies.
- Performance indicators and monitoring: Paragraph 5 applies.
- Notification and negotiation of disputes: Paragraph 6 applied.

Where paragraph 6 applies, the respective nominees of the parties are:

-Employer's nominee: TBA

-Contractor's nominee: TBA

Or such replacement as each party may notify to the other from time to time.

Article 7 - ARBITRATION

Article 7 and Schedule 1

Clause 1.1 - CDM PLANNING PERIOD

Minimum of 2 weeks with the principal contractor's pre construction plan being issued 3 weeks prior to the commencement date to both the client and principal designer.

Clause 2.3 - COMMENCEMENT AND COMPLETION

- Date for Commencement of the Works: TBC – commencement date set at TBC.

**Should the tendering contractor determine that the works will take longer, than four weeks, the contractor should make this clear within the tender submission including measures setup to mitigate disruptions to normal operations.**

Date for Completion: as per programme including all removal of all site welfare, equipment and plant.

Clause 2.9 - LIQUIDATED DAMAGES

At the rate of £850.00 per week or part thereof.

Clause 2.11 - RECTIFICATION PERIOD

12 months.

Clause 4.3 - PERCENTAGE OF THE TOTAL VALUE OF THE WORK ETC.

Percentage: 95%.

Clause 4.4 - PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE CONTRACTOR

Percentage: 97.5%.

Clause 4.8.1 - SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED

**SECTION 1 – Preliminaries**

Period: 3 months from the date of practical completion.

- Clause 4.11 and Schedule 2 - CONTRIBUTION, LEVY AND TAX CHANGES  
Clause 4.11 and Schedule 2 will be deleted.

Clause 5.3.2 - CONTRACTOR'S INSURANCE - INJURY TO PERSONS OR PROPERTY

- Insurance cover (for any one occurrence or series of occurrences arising out of one event): £ 5,000,000 (Five Million Pounds).

Clauses 5.4A, 5.4B and 5.4C - INSURANCE OF THE WORKS ETC - ALTERNATIVE PROVISIONS

Clause 5.4C applies.

Clauses 5.4A.1 and 5.4B.1.2 - PERCENTAGE TO COVER PROFESSIONAL FEES  
Addition: 15% Fifteen per cent.

Clause 7.2 - ADJUDICATION

- The Adjudicator is: The Royal Institution of Chartered Surveyors.  
Nominating body: The Royal Institution of Chartered Surveyors.

**THE CONDITIONS**

**SECTION 1: DEFINITIONS AND INTERPRETATION**

**1.4 - RECKONING PERIODS OF DAYS**

Amendments: None.

**1.7 - APPLICABLE LAW**

Amendments: None.

**SECTION 2: CARRYING OUT THE WORKS**

**SECTION 3: CONTROL OF THE WORKS**

**SECTION 4: PAYMENT**

**SECTION 5: INJURY, DAMAGE AND INSURANCE**

**SECTION 6: TERMINATION**

**SECTION 7: SETTLEMENT OF DISPUTES**

**JCT PUBLIC SECTOR SUPPLEMENT**

- Document: The JCT Public Sector Supplement 2011 - Fair Payment, Transparency and Building Information Modelling.
- Fair Payment provisions.
- Transparency provisions.
- Building information modelling provisions.

**SECTION 1 – Preliminaries**

The BIM protocol.

**EXECUTION**

The Contract: Will be executed under hand.

**CONTRACT GUARANTEE BOND**

Contract Guarantee Bond: None.

**A30 TENDERING/ SUBLETTING/ SUPPLY**

**MAIN CONTRACT TENDERING**

**110 SCOPE**

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

**145 TENDERING PROCEDURE**

- General: In accordance with the principles of: single stage tendering.  
Arithmetical errors: Pricing document is dominant.

**145 TENDERING PROCEDURE**

- General: In accordance with NBS Guide to Tendering for Construction Projects.  
Errors: Alternative 2 is to apply.

**160 EXCLUSIONS**

- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered. Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

**170 ACCEPTANCE OF TENDER**

- Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non acceptance will be given.  
Costs: No liability is accepted for any cost incurred in the preparation of any tender.

**190 PERIOD OF VALIDITY**

- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 2 months.  
Date for possession/ commencement: See section A20.

**PRICING/ SUBMISSION OF DOCUMENTS**

**210 PRELIMINARIES IN THE SPECIFICATION**

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

**250 PRICED DOCUMENTS**

- Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
- Measurements: Where not stated, ascertain from the drawings and onsite check measurements.
- Deemed included: Costs relating to items, which are not priced, will be deemed

**SECTION 1 – Preliminaries**

to have been included elsewhere in the tender.  
Submit: Within the tender documentation.

**310 TENDER**

- General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works. It is a requirement that all sections of the specification are priced for.

**440 SCHEDULE OF RATES**

- Schedule of rates (unpriced): Included with the tender documents. The Contractor may insert additional items. All items must be fully priced.  
Fully priced copy: Submit Within the tender documentation.

**500 TENDER STAGE METHOD STATEMENTS**

- Method statements: Prepare, describing how and when the following is to be carried out:
    - A programme is required to be submitted as part of the tender documentation including sufficient information to provide certainly that the works can be completed within the contract period; this will be used to measure progress once works commence onsite.
- Statements: Submit within tender documentation.

**550 HEALTH AND SAFETY INFORMATION**

- Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
  - Include:
    - A copy of the contractor's health and safety policy document, including risk assessment procedures.
    - Accident and sickness records for the past five years.
    - Records of previous Health and Safety Executive enforcement action.
    - Records of training and training policy.
    - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- Submit: Within one week of request.

**570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN**

- Content: Submit the following information within one week of request:
  - Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
  - Details of the management structure and responsibilities.
  - Arrangements for issuing health and safety directions.
  - Procedures for informing other contractors and employees of health and safety hazards.
  - Selection procedures for ensuring competency of other contractors, the self-employed and designers.
  - Procedures for communications between the project team, other contractors and site operatives.
  - Arrangements for cooperation and coordination between contractors.
  - Procedures for carrying out risk assessment and for managing and controlling the risk.
  - Emergency procedures including those for fire prevention and escape.
  - Arrangements for ensuring that all accidents, illness and dangerous

**SECTION 1 – Preliminaries**

occurrences are  
recorded.

- Arrangements for welfare facilities.
- Procedures for ensuring that all persons on site have received relevant health and safety information and training.
- Arrangements for consulting with and taking the views of people on site.
- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- Review procedures to obtain feedback.

**590 SITE WASTE MANAGEMENT PLAN**

- Person responsible for developing the Plan: The Contractor.
- 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: None.  
Submit with tender.

**599 FREEDOM OF INFORMATION**

- Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
- Determination: Submit requests received. Do not supply information outside the project participants without express written permission.
- Confidentiality: Maintain at all times.

**A31 PROVISION, CONTENT AND USE OF DOCUMENTS**

**DEFINITIONS AND INTERPRETATIONS**

**110 DEFINITIONS**

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

**120 COMMUNICATION**

- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
- Format: In writing to the person named in clause A10/140 unless specified otherwise.
- Response: Do not proceed until response has been received.

**130 PRODUCTS**

- Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent



**SECTION 1 – Preliminaries**

incorporation in the Works.

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

**135 SITE EQUIPMENT**

- Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

**140 DRAWINGS**

- Definitions: To BSRIA BG 6/2009 A design framework for building services. Design activities and drawing definitions.  
CAD data: In accordance with BS 1192.

**145 CONTRACTOR'S CHOICE**

Meaning: Selection delegated to the Contractor, but liability to remain with the specifier.

**150 CONTRACTOR'S DESIGN**

- Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.

**155 SUBMIT PROPOSALS**

Meaning: Submit information in response to specified requirements.

**160 TERMS USED IN SPECIFICATION**

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.
- Supply and fix: As above, but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

**SECTION 1 – Preliminaries**

**170 MANUFACTURER AND PRODUCT REFERENCE**

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

**200 SUBSTITUTION OF PRODUCTS**

- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including:
  - manufacturer and product reference;
  - cost;
  - availability;
  - relevant standards;
  - performance;
  - function;
  - compatibility of accessories;
  - proposed revisions to drawings and specification;
  - compatibility with adjacent work;
  - appearance;
  - copy of warranty/ guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
- Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

**210 CROSS REFERENCES**

- Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
- Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.
- Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply. Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

**220 REFERENCED DOCUMENTS**

Conflicts: Specification prevails over referenced documents.

**230 EQUIVALENT PRODUCTS**

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

**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**

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

SECTION 1 – Preliminaries

260 SIZES

- General dimensions: Products are specified by their co-ordinating sizes.

**DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER**

410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

Additional copies: All documentation issued electronically.

440 DIMENSIONS

Scaled / dimensions: Do not rely upon, the contractor is to undertake full measurement and sizing, additionally any reports including in the tender specification documentation that may include m2 areas are for generic reference only, the contractor is not to rely on these as accurate measurements. It is deemed that any tenders received are based on contractor taken site measurements.

450 MEASURED QUANTITIES

- Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.  
Precedence: The specification and drawings shall override the measured quantities.

**DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/  
SUPPLIERS**

600 CONTRACTOR'S DESIGN INFORMATION

- General: Complete the design and detailing of parts of the Works as specified.
- Provide:
  - Production information based on the drawings, specification and other information.
  - Liaison to ensure coordination of the work with related building elements and services.
- Master programme: Make reasonable allowance for completing design/production information, submission (including to the PD), comment, inspection, amendment, resubmission and re-inspection.
- Information required: List of Manufacture and Model Numbers for M&E Installations.

- **Format: Electronic Format on CD and two hard copies.**

Submit: Prior to commencement of works onsite/Within one week of request.

630 TECHNICAL LITERATURE

- Information: Keep on site for reference by all supervisory personnel:
  - Manufacturers' current literature relating to all products to be used in the Works. Relevant British, EN or ISO Standards.

640 MAINTENANCE INSTRUCTIONS AND GUARANTEES

- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- Information location: In Building Manual.

## A32 MANAGEMENT OF THE WORKS

### GENERALLY

#### 110 SUPERVISION

- General: Accept responsibility for coordination, supervision and administration of the works, including subcontracts.
- Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

#### Site Supervisors role – Minimum Requirements

Contractors will be expected to ensure the following:

- A minimum level of 3 years experience is to apply, but Contractors must ensure their site supervisors are sufficiently competent and experienced to supervise the work being undertaken, given the scope and nature of risks involved, and perform their duties in accordance with relevant legislation.
- Contractors will be expected to name site supervisors and provide evidence of appropriate qualifications and competence in tender documentation and/or pre contract meetings prior to work commencing.
- Site supervisors must be a person under direct control of the principal contractor; and will be the dedicated single point of responsibility for all site matters.
- **The role of site supervisor cannot be delegated to a subcontractor or other person not under direct control of the contractor.**

#### 120 INSURANCE

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

#### 125 PROFESSIONAL INDEMNITY INSURANCE

- Period of insurance for these purposes: 12 years.
- Amount of indemnity required: £2,000,000 (Two Million).
- Limit of cover for pollution/ contamination claims (If none is stated, the required level of cover shall be the full amount of the indemnity cover stated).
- Expiry of required period of CDP Professional Indemnity insurance: 12 years.
- Documentary evidence: Submit details before starting work on site and/ or policies and receipts for the insurances required.
- Format: Documentation.

#### 130 INSURANCE CLAIMS

- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property

**SECTION 1 – Preliminaries**

arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.

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

**140 CLIMATIC CONDITIONS**

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

**150 OWNERSHIP**

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

**PROGRAMME/ PROGRESS**

**210 PROGRAMME**

- Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
  - Planning and mobilisation by the Contractor
  - Subcontractor's work.
  - Running in, adjustment, commissioning and testing of all engineering services and installations.
  - Work resulting from instructions issued in regard to the expenditure of provisional sums.
  - Work by others concurrent with the Contract.Submit one copy.

**245 START OF WORK ON SITE**

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

**250 MONITORING**

- Progress: Record on a copy of the programme kept on site.
- Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.
- Key Performance Indicators:
  - Details: TBA.
  - Record progress against each of the KPIs. If performance against KPI falls short of target, submit proposals for remediation.

**260 SITE MEETINGS**

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: Fortnightly.
- Location: Onsite.
- Accommodation: To be organised by contract administrator and client.
- Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required. Chairperson (who will also take and distribute minutes): Contract Administrator.

**290 NOTICE OF COMPLETION**

**SECTION 1 – Preliminaries**

- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
- Associated works: Ensure necessary access, services and facilities are complete.  
Period of notice (minimum): Two Weeks.

**310 EXTENSIONS OF TIME**

- Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.
- Details: As soon as possible submit:
  - Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
  - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.All other relevant information required.

**CONTROL OF COST**

**420 REMOVAL/ REPLACEMENT OF EXISTING WORK**

- Extent and location: Agree before commencement.  
Execution: Carry out in ways that minimize the extent of work.

**430 PROPOSED INSTRUCTIONS**

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

**440 MEASUREMENT**

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

**470 PRODUCTS NOT INCORPORATED INTO THE WORKS**

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

**A33 QUALITY STANDARDS/ CONTROL**

**STANDARDS OF PRODUCTS AND EXECUTIONS**

**110 INCOMPLETE DOCUMENTATION**

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

**120 WORKMANSHIP SKILLS**

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

**SECTION 1 – Preliminaries**

- Registration: With Construction Skills Certification Scheme.  
Evidence: Operatives must produce evidence of skills/ qualifications when requested.

**130 QUALITY OF PRODUCTS**

- Generally: New. (Proposals for recycled products may be considered).
- Supply of each product: From the same source or manufacturer.
- Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.
- Tolerances: Where critical, measure a sufficient quantity to determine compliance.
- Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

**135 QUALITY OF EXECUTION**

- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- Colour batching: Do not use different colour batches where they can be seen together.
- Dimensions: Check on-site dimensions.
- Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
- Location and fixing of products: Adjust joints open to view so they are even and regular.

**140 COMPLIANCE**

- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
- Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
  - Properties tested.
  - Pass/ fail criteria.
  - Test methods and procedures.
  - Test results.
  - Identity of testing agency.
  - Test dates and times.
  - Identities of witnesses.
  - Analysis of results.

**150 INSPECTIONS**

- Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:
  - Date of inspection.
  - Part of the work inspected.
  - Respects or characteristics which are approved.
  - Extent and purpose of the approval.
  - Any associated conditions.

**160 RELATED WORK**

- Details: Provide all trades with necessary details of related types of work.  
Before starting each new type or section of work ensure previous related work is:
  - Appropriately complete.
  - In accordance with the project documents.
  - To a suitable standard.
  - In a suitable condition to receive the new work.
- Preparatory work: Ensure all necessary preparatory work has been carried out.



**SECTION 1 – Preliminaries**

**170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS**

- General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
- Changes to recommendations or instructions: Submit details.
  - Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
  - Agreement certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

**180 WATER FOR THE WORKS**

- Mains supply: Clean and uncontaminated.
- Other: Do not use until:
  - Evidence of suitability is provided.
  - Tested to BS EN 1008 if instructed.

**SAMPLES/ APPROVALS**

**210 SAMPLES**

- Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
  - To an express approval.
  - To match a sample expressly approved as a standard for the purpose.

**220 APPROVAL OF PRODUCTS**

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

**230 APPROVAL OF EXECUTION**

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

**ACCURACY/ SETTING OUT GENERALLY**

**320 SETTING OUT**

- General: Submit details of methods and equipment to be used in setting out the Works.
- Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
  - Inform: When complete and before commencing construction.

**330 APPEARANCE AND FIT**

- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
  - Submit proposals; or
  - Arrange for inspection of appearance of relevant aspects of partially finished work.



**SECTION 1 – Preliminaries**

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

**340 CRITICAL DIMENSIONS**

- Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.

**SERVICES GENERALLY**

**410 SERVICES REGULATIONS**

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

**SUPERVISION/ INSPECTION/ DEFECTIVE WORK**

**525 ACCESS**

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

**530 OVERTIME WORKING**

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.  
-Minimum period of notice: One Week.
- Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

**540 DEFECTS IN EXISTING WORK**

- Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- Documented remedial work: Do not execute work which may:  
-Hinder access to defective products or work; or  
Be rendered abortive by remedial work.

**560 TESTS AND INSPECTIONS**

- Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
- Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.  
Records: Submit a copy of test certificates and retain copies on site.

**610 DEFECTIVE PRODUCTS/ EXECUTIONS**

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

**WORK AT OR AFTER COMPLETION**

**710 WORK BEFORE COMPLETION**

- General: Make good all damage consequent upon the Works.  
Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- Cleaning: Clean the Works thoroughly inside and out, including all accessible

**SECTION 1 – Preliminaries**

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

- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.

**720 SECURITY AT COMPLETION**

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

Keys: Account for and adequately label all keys and hand over to Employer with itemized

**730 MAKING GOOD DEFECTS**

- Remedial work: Arrange access with Contract Administrator.
- Rectification: Give reasonable notice for access to the various parts of the Works.

Completion: Notify when remedial works have been completed.

**A34 SECURITY/ SAFETY/ PROTECTION**

**SECURITY, HEALTH AND SAFETY**

**120 EXECUTION HAZARDS**

- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: The design of the project includes the following:
  - Hazard: TBA.
  - Precautions assumed: TBA.
  - Specification reference: TBA.
  - Drawing reference: TBA.

**130 PRODUCT HAZARDS**

- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Workplace Exposure Limits.
- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: Specified construction materials include the following:
  - Hazard:TBA.
  - Material: TBA.
  - Specification reference: TBA.

**140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN**

- Submission: Present to the Employer/ Client no later than 2 Week prior to commencement of works.
- Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the

**SECTION 1 – Preliminaries**

procedures and arrangements required by the CDM Regulations.

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

**150 SECURITY**

- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.  
Special requirements: Noted works are within residential areas.

**160 STABILITY**

- Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.  
Design loads: Obtain details, support as necessary and prevent overloading.

**170 OCCUPIED PREMISES**

- Extent: Existing buildings will be occupied and/ or used during the Contract as follows:  
It is likely that proportions of the site will be occupied during the period of works, it is therefore important that the contractor remains in the confines of their working area. It will be during the pre-start meeting that a full review is undertaken.
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.

**190 OCCUPIER'S RULES AND REGULATIONS**

- Compliance: Conform to the occupier's rules and regulations affecting the site.
- Copies:  
-Location: TBC onsite.  
Arrangements for inspection: TBC.

**200 MOBILE TELEPHONES AND PORTABLE ELECTRONIC EQUIPMENT**

- Restrictions on use:  
- The use of portable electric equipment such as radios may be used however are to be kept at a reasonable level for standard works practices. Should there be complaints from neighbouring residents during the works, all portable electronic equipment such as radios are to be switched off so to not cause disturbance of fellow building / site users.

**210 EMPLOYER'S REPRESENTATIVES SITE VISITS**

- Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

**220 WORKING PRECAUTIONS/ RESTRICTIONS**

- Hazardous areas: Operatives must take precautions as follows:

**SECTION 1 – Preliminaries**

- Work area: General.
- Precautions: Delivery of materials on and off site to be supervised.
- Permit to work: Operatives must comply with procedures in the following areas:
  - Work area: N/A.
  - Procedures: N/A.

**PROTECT AGAINST THE FOLLOWING**

**330 NOISE AND VIBRATION**

- Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
- Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- Restrictions: Do not use:
  - Percussion tools and other noisy appliances without consent during the hours prior to 08:00 and after 18:00 all noisy works to be agreed with contract administrator prior to commencement.

**340 POLLUTION**

- Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
- Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

**360 NUISANCE**

- Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
- Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

**370 ASBESTOS CONTAINING MATERIALS**

- Duty: Report immediately any suspected materials discovered during execution of the Works.
  - Do not disturb.
  - Agree methods for safe removal or encapsulation.

**371 DANGEROUS OR HAZARDOUS SUBSTANCES**

- Duty: Report immediately suspected materials discovered during execution of the Works.
  - Do not disturb.
  - Agree methods for safe removal or remediation.

**380 FIRE PREVENTION**

- Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
- Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').

**390 SMOKING ON SITE**

Smoking on site: Not permitted within the site.

**400 BURNING ON SITE**

Burning on site: Not permitted.

**SECTION 1 – Preliminaries**

**410 MOISTURE**

- Wetness or dampness: Prevent, where this may cause damage to the Works.
- Drying out: Control humidity and the application of heat to prevent:
  - Blistering and failure of adhesion.
  - Damage due to trapped moisture.
  - Excessive movement.

**420 INFECTED TIMBER/ CONTAMINATED MATERIALS**

- Removal: Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.
- Testing: carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro organisms are within acceptable levels.

**430 WASTE**

- Includes: Rubbish, debris, spoil, surplus material, containers and packaging.
- General: Minimize production. Prevent accumulations. Keep the site and Works clean and tidy.
- Handling: Collect and store in suitable containers. Remove frequently and dispose off site in a safe and competent manner:
  - Non-hazardous material: In a manner approved by the Waste Regulation Authority.
  - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
- Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
  - Waste transfer documentation: Retain on site.

**PROTECT THE FOLLOWING**

**510 EXISTING SERVICES**

- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- Work adjacent to services:
  - Comply with service authority's/ statutory undertaker's recommendations.
  - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
- Identifying services:
  - Below ground: Use signboards, giving type and depth;
  - Overhead: Use headroom markers.
- Damage to services: If any results from execution of the Works:
  - Immediately give notice and notify appropriate service authority/ statutory undertaker.
  - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as

**SECTION 1 – Preliminaries**

appropriate.

-Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.

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

**520 ROADS AND FOOTPATHS**

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

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

**560 EXISTING FEATURES**

- Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works. Special requirements: None.

**570 EXISTING WORK**

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

- Removal: Minimum amount necessary.  
Replacement work: To match existing.

**630 EXISTING STRUCTURES**

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

- Supports: During execution of the Works:

- Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.

- Do not remove until new work is strong enough to support existing structure.

- Prevent overstressing of completed work when removing supports.

- Adjacent structures: Monitor and immediately report excessive movement.  
Standard: Comply with BS 5975 and BS EN 12812.

**640 MATERIALS FOR RECYCLING/ REUSE**

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

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

**A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING**

**130 METHOD/ SEQUENCE OF WORK**

- Specific Limitations: Include the following in the programme:

- Works to be undertaken within one programme within set dates.

**160 USE OR DISPOSAL OF MATERIALS**

Specific limitations: None.

**170 WORKING HOURS**

Specific limitations: 08:00-18:00 Monday to Friday out of hours working to be agreed with contract administrator and client prior to commencement, including associated RAMS.

SECTION 1 – Preliminaries

**A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS**

**GENERALLY**

110 THE BUILDING MANUAL

- Responsibility: The Contractor
  - Content: Obtain and provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works, including all buildings and their systems to enable efficient and safe operation and maintenance.
  - Specific requirements: Provision of building manual.
  - Format: Paper & Electronic Media Format.
  - Number of copies: 2 Hard bound copies and 1 no. disc.  
Delivery to: CA by (date) Prior to Practical Completion.

115 THE HEALTH AND SAFETY FILE

- Responsibility: The Contractor.
- Content: Obtain and provide the following information: H&S related to ACoP

L144.

- Format: 2 Hard bound copies and 1 no. disc.  
Delivery to: CA By (date): On Practical Completion.

155 CONTENT OF THE BUILDING MANUAL

- General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
- Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
- Building services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
- Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.

160 PRESENTATION OF BUILDING MANUAL

- 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.

190 MAINTENANCE SERVICE

- Scope; provide a comprehensive maintenance service for the following items of plant and equipment: Include all planned preventative maintenance, as set out within the maintenance schedule and replacement of all consumable items
  - Refer to M&E Specification.
- Terms: As above.
- Commencement: As above.
- Duration: As above.

**A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION**

**SECTION 1 – Preliminaries**

**110 SITE ACCOMMODATION**

- Details: The contractor is to provide a separate priced item for site accommodation and suitable employee welfare that comply with HSE requirements for a job of this nature and size.

**A54 PROVISIONAL WORK/ ITEMS**

**110 PROVISIONAL SUMS FOR DEFINED WORK**

- Item: see schedule of works.
- Description of work: see schedule of works.
- Provisional Sums: Include see schedule of works.  
Allow for general attendance.

**590 CONTINGENCIES**

- Provisional sum: Include: See section 3 schedule of works.