

A10 PROJECT PARTICULARS

110 THE PROJECT

- Name: South Park Pavilion
- Nature: Demolition of existing pavilion and construction of a new community pavilion

120 EMPLOYER (CLIENT)

- Name: Macclesfield Council
- Address: Town Hall
Market Place
Macclesfield
Cheshire
SK10 1EA

160 ARCHITECT/EMPLOYER'S AGENT (EA)

- Name: Bower Mattin and Young Ltd
- Address: Suite 20
Beechfield House
Winterton Way
Lyme Green
Macclesfield
Cheshire
SK11 0LP

161 QUANTITY SURVEYOR

Name: Philip Spendlow FRICS
Address: 3 Wybersley Road
High Lane
Stockport
SK6 8HB
Telephone: 07387 220157

162 STRUCTURAL ENGINEER

Name: STL
1 Barkers Lane
Sale
Cheshire
Telephone: 0161 969 3218

163 SERVICES ENGINEER

Name: Precision HVAC
136 Tennyson Avenue
Dukinfield
Cheshire
SK16 5DR
Telephone: 07983 674871

163 PRINCIPAL DESIGNER

Name: The appointed Contractor for the Works

- 225 DESIGN REGULATIONS:
Contractor design elements of the Works must be designed and executed strictly in accordance with all Local Authority Regulations, Statutory Obligations, Regional Water Authority's requirements, Fire Officer's requirements and recommendations and the like.

The works must be designed and executed in accordance with the requirements of the current British Standards, Codes of Practice and good building practice and the CIBSE Guidelines to current Practice and Technical Memoranda.

A11 TENDER AND CONTRACT DOCUMENTS

- 110 TENDER DRAWINGS
The Stage 1 tender drawings are: as listed in Appendix 1.
- 120 CONTRACT DRAWINGS
The contract drawings: Will be those developed and approved during the pre-construction phase
- 160 PRE CONSTRUCTION INFORMATION
Format: Pre Construction Information will be issued by the Contract Administrator
- 210 EMPLOYER'S REQUIREMENTS
Details: As comprised by those documents forming the Tender Documents.
- 215 DRAWINGS AND DESIGN DEVELOPMENT
The Contractor's tender is to be based on the information issued with the invitation to tender.

The use of the term "approval" throughout this documentation shall mean acceptance of general principle only and such "approval" shall not relieve the Contractor of any contractual design responsibilities.

A12 THE SITE/ EXISTING BUILDINGS

- 110 THE SITE
- The site of the proposed works is located at South Park Macclesfield SK11 8AD
- 140 EXISTING MAINS AND SERVICES:
It is the Contractors responsibility prior to submitting a tender, ascertain and locate all services which are in the vicinity of the works or which are likely to be affected in any way by the execution of the works. Include for all associated works required including the diversion of existing services as is required, the provision of temporary works, temporary installations and the like to enable uninterrupted use of services.

Any damage to existing services is to be made good and in the event of any services being found in the way of the new work, the Contractor must make arrangements for and include all costs for them to be lowered, diverted or removed.

- 200 **ACCESS TO THE SITE**
The principal access to the site will be from Park Grove and the Contractor is to take due cognisance of any restrictions
- 210 **PARKING**
Parking of the Contractors and Employees' vehicles on site is to be agreed with the Employer. Do NOT block neighbouring properties/driveways or obstruct the main road or surrounding streets.
- 230 **SURROUNDING LAND/ BUILDING USES**
The Contractors tender will be deemed to have allowed for fully complying with any reasonable request from adjoining owners / occupiers with regard to nuisance caused by noise, dust etc; and for complying with all legal restrictions placed on him by all authorised bodies.
- 240 **HEALTH AND SAFETY HAZARDS**
General: Before demolition the nature and condition of the site and existing building will be fully and certainly ascertained, which information will form part of the Health and Safety Plan developed during the pre-construction phase.
Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
Site staff: Draw to the attention of all personnel working on the site the nature and operation of the existing buildings and the restrictions on access and working conditions and the need to strictly adhere to designated working areas. Take all appropriate precautionary measures.
- 250 **SITE VISIT**
Before tendering: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

It is essential that a site inspection is undertaken to fully understand the Works being carried out and to assess access to the working areas and scaffolding and hoist locations etc.

Site visits are to be arranged through the Employer.

A13 DESCRIPTION OF THE WORKS

- 120 **THE WORKS**
The Works include (but are not limited) to the following:
- The construction of a new pavilion, utilizing the existing slab
 - Services installations
 - External works
- All sections of work shall be fully complete and finished.

A20 JCT INTERMEDIATE FORM OF CONTRACT WITH CONTRACTOR'S DESIGN CONTRACT

221 **The contract:** JCT Intermediate Form of Contract with Contractor's Design 2024 Edition.

- **Requirement:** Allow for the obligations, liabilities and services described therein against the following headings:

THE RECITALS

First - The Works and the Contract Administrator

The work comprises: The construction of a new community pavilion at South Park Macclesfield

Second – Contractor Design Portion

- Piling
- Steelwork connections
- Curtain walling

Third – Contract Drawings

Shall be the drawings as issued with the tender

Fourth – The Employer has supplied to the Contractor

- Drawings and specifications
- Schedule of Works
- Other information relating to the Contractor's Design Portion

Fifth – The Contractor has priced

The Schedule of Works

Sixth – Contractor Design Portion

The Contractor has supplied his design proposals

Seventh – Employer has examined the Contractor's Design Proposals

Eighth – CIS Scheme

The Employer at the Base Date is not a Contractor

Ninth – Information Release Schedule

Not applicable

Tenth – CDM Regulations

Apply

Eleventh – Sections

Not applicable

Twelfth – Framework Agreement

Not applicable

THE ARTICLES

Article 1 – Contractor’s Obligations

Article 2 – Contract Sum

Article 3 – Collaborative Working

Article 4 – Architect/Contract Administrator

Bower Mattin Young

Article 5 – Quantity Surveyor

P G Spendlow FRICS

Article 6 – CDM Regulations

- Principal Designer – Bower Mattin Young
- Principal Contractor – the Contractor appointed for the Works

Article 7 – Building Regulations

- Principal Designer – Bower Mattin Young
- Principal Contractor – the Contractor appointed for the Works

Article 8 – Adjudication

Article 9 – Arbitration

Article 10 – Legal Proceedings

CONTRACT PARTICULARS

Fourth Recital – Employer’s Requirements

As the tender documents

Sixth Recital – Contractor’s Proposals

To be agreed for Contractor’s Design Portion works

Eighth Recital and Clause 4.6

The Employer at the Base Date is not a Contractor

Tenth Recital - CDM

The project is notifiable

Thirteenth Recital and Schedule 4

Supplementary Provisions apply

Article 9 – Arbitration

To be agreed

Article 4 – Contract Sum Analysis

To be agreed

Article 8 – Arbitration

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

Clause 1.1 – Base Date

24 April 2026

Clause 1.1 – Completion of the Works

To be confirmed

Clause 1.7.3 – Addresses for Services of Notices

Employer: to be confirmed

Contractor: to be confirmed

Clause 2.4 – Date of Possession of the Site

To be confirmed

Clause 2.5 – Deferment of Possession of the Site

Does not apply

Clause 2.23.2 – Liquidated Damages

At the rate of £770.00 per week or part thereof

Clause 2.30 – Rectification Period

12 Months from the date of Practical Completion of the Works

Clause 2.34.3 – Contractor Design Portion

Limit of Contractor's liability - £1,000,000.00

Clause 4.3 and 4.9 – Fluctuations

Not applicable

Clause 4.7 – Advance Payment

Not applicable

Clause 4.8.1– Interim Payments

Shall be monthly – the first interim valuation date to be agreed

Clause 4.9.1 – Interim Valuations Percentage of Value

Up to Practical Completion 95%

After Practical Completion – 97.5%

Clauses 4.10.4 and 4.10.5. - Listed Items

Not applicable

Clause 4.17.5 and 4.17.6 – Relevant Matters

Not applicable

Clause 6.4.1 – Contractor's Public Liability Insurance

Shall be not less than £5,000,000 for any one occurrence or series of occurrences out of one event

Clause 6.5.1 – Insurance Liability of the Employer

Not applicable

Clause 6.7 and Schedule 1 – Works Insurance

Insurance Option A applies. Contractor to submit his policies, level of cover and renewal dates for approval before commencement of the Works.

Clause 6.10 and Schedule 1 – Terrorism Cover

Requirement to be reviewed

Clause 6.15 – Joint Fire Code

Not applicable

Clause 6.19 – Professional Indemnity Insurance

Level of cover £1,000,000 – aggregate amount for any one period of insurance

Clause 7.2.1 – Performance Bond

Not required

Clause 7.2.2 – Parent Company Guarantee

Not applicable

Clause 7.3 – Collateral Warranties

Standard JCT forms to be provided by Contractor

Clauses 8.9.2, 8.11.1 to 8.11.1.6 – Period of Suspension

Two months

Clause 9.1 – Notification of Disputes

Nominees to be advised

Clause 9.3.1 – Adjudication

[The Adjudicator is:](#) the Royal Institution of Chartered Surveyors.

Clause 9.4.1 - Arbitration

[Appointer of Arbitrator \(and of any replacement\):](#) President or a Vice President of the Royal Institution of Chartered Surveyors.

EXECUTION

The Contract will be executed under hand

THE CONDITIONS

No amendments

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

- Will be a single stage process

160 EXCLUSIONS

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

170 ACCEPTANCE OF TENDER

- The Employer and Employer's representatives are seeking an unqualified tender and -
 - Offer no guarantee that any tender will be recommended for acceptance or be accepted.
 - Will not be responsible 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 90 days from the date of submission or lodgement.
Date for possession/ commencement: See section A20.

PRICING/ SUBMISSION OF DOCUMENTS

200 PRICING

The Contractor is at all times to verify and supplement all information provided though his own detailed investigations, to enable the agreement of a fixed price Contract Sum, subject only to adjustment of Employer Stipulated Provisional Sums and Employer initiated and authorised variations.

210 PRELIMINARIES IN THE SPECIFICATION

Measurement rules: Preliminaries/General Conditions Sections (A10 - A56 inclusive) must not be relied upon as complying with SMM7/NRM2

220 PRICED DOCUMENTS

Alterations: Do not alter or qualify the priced documents without written consent. Tender containing unauthorised alterations or qualifications may be rejected

Measurements: The Contractor shall be responsible for all measurements/quantities

Deemed included: Costs relating to items which are not priced, shall be deemed to have been included elsewhere in the tender. The Contractor may insert additional items. which must be clearly identified

Submit: Within 5 working days of request a fully priced copy of the Schedule of Works

225 LOCAL LABOUR

The Contractor shall endeavour to use local labour wherever possible and identify this to the Employer. It should be noted that dialogue has taken place with Macclesfield College who are aware of the project and are prepared to co-ordinate the use of their construction students for certain elements of the Works and the Contractor is to liaise fully.

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 5 working days of request

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN must be developed and submitted within 5 working days of request. The Plan shall cover the following:

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

580 FREEDOM OF INFORMATION ACT

Records: Retain records and maintain for response to request under the Act

Determination: Do not supply information to anyone other than the project participants without express written permission

Confidentiality: Maintain at all times

SUBLETTING/ SUPPLY

- 630 DOMESTIC SUBCONTRACTS: Comply with the current guidelines and best practice for the Letting and Management of Domestic Subcontract Works.
- 631 DOMESTIC SUBCONTRACTS
Where these do not involve design, Comply with the current guidelines and best practice for the Letting and Management of Domestic Subcontract Works'.
- 635 TRAINING AND USE OF LOCAL LABOUR: The Contractor shall use all reasonable endeavours to ensure that the development shall involve the use of local labour and local sub-contractors, where possible.

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.
- 122 IN WRITING: When required to advise, notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions to do so in writing.
- 130 PRODUCTS
Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.
Includes: Goods, plant, materials, site materials and things for incorporation into the Works.
- 135 SITE EQUIPMENT
Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
Excludes: Products and equipment or anything intended to form or forming part of the permanent Works
- 140 DRAWINGS
Definitions: To BSRIA BG6, 'A design framework for building services: Design activities and drawing definitions'.

CAD data: in accordance with ISO 19650

145 CONTRACTOR'S CHOICE

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

150 CONTRACTOR'S DESIGN

Meaning: Submit information in response to 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, fastenings, supports, linings and bedding materials. Dispose of unwanted materials.

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

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

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

Keep for recycling: As 'keep for reuse' but relates to naturally occurring material rather than a manufactured product

Make good: Execute local remedial work to designated work. Make secure, sound and neat.

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.

Refix: Fix removed products as required by the Works.

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

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

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

170 MANUFACTURER AND PRODUCT REFERENCE

Definition: When used in this combination:

Manufacturer: The firm under whose name the particular product is marketed.

Product reference: The proprietary brand name and/ or reference by which the particular product is identified.

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

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 described against the 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 he may discover

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.

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.

232 BRITISH STANDARD PRODUCTS: Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another European state or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. In advance of ordering notify the EA of all such substitutions and, when requested, submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.

233 CURRENCY OF DOCUMENTS AND INFORMATION

Currency: Reference to published documents are to the editions, including Zamendments and revisions, current on the date of the Invitation to Tender

260 SIZES

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

Timber: Cross section dimensions shown on drawings are:

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

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

410 ADDITIONAL COPIES OF DRAWINGS/DOCUMENTS

Additional copies: issued free of charge

425 CONTRACT DOCUMENTS:

Are to be executed and returned within 5 working days of receipt from the Employer. Failure to comply with this will allow the Employer to withhold monies from Interim Valuations at his discretion.

460 MEASURED QUANTITIES

The Contractor shall be responsible for all measurements and quantities

470 SPECIFICATION

Coordination: All sections must be read as a whole and in conjunction with Main Contract Preliminaries/General Conditions

DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

510 CONTRACTOR'S DESIGN INFORMATION

- **General:** Complete the design and detailing 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 Principal Designer), comment, inspection, amendment, resubmission and re-inspection.

Information required:

- Format
- Number of copies

Submit: within 5 working days of request

620 AS BUILT DRAWINGS AND INFORMATION

Contractor designed work: Provide drawings/information

Submit: not less than two weeks before date for completion

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

650 ENERGY RATING CALCULATION
Calculation documentation:

- Number of copies
- Deliver to - Energy Performance Certificate Assessor and also lodge in the Building Manual

660 ENVIRONMENTAL ASSESSMENT INFORMATION
Scheme type:
Assessment information:

- Format
- Submit within 5 working days of request

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.

115 CONSIDERATE CONSTRUCTORS SCHEME
Registration: Before starting work, register the site and pay the appropriate fee
Standard: Comply with the Scheme's Code of Considerate Practice.

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

130 INSURANCE CLAIMS
Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.
Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

140 CLIMATIC CONDITIONS
Information: Record accurately and retain:

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

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

PROGRAMME/ PROGRESS

210 PROGRAMME
Master programme: 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 mobilization by the Contractor.
- Earliest and latest start and finish dates for each activity and identification of all critical activities.
- 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 or on behalf of the Employer and concurrent with the Contract

230 SUBMISSION OF PROGRAMME
Further information: Submission of the programme will not relieve the Contractor of the responsibility to advise of the need for further drawings or details or instructions in accordance with the Contract.

240 START OF WORK ON SITE
Notice: Before the proposed date for commencement of work on site give a minimum of two weeks' notice to the CA.

250 MONITORING
Progress: Record on a copy of the programme kept on site.
Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.

260 SITE MEETINGS
General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
Frequency: initially every two weeks and then monthly (the CA reserves the right to hold more regular meetings if required).
Location: on site
Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
Chairperson (who will also take and distribute minutes): CA.

265 CONTRACTOR'S PROGRESS REPORT
General: Submit a progress report at least 2 days before the site meeting.
Content: 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.
- Subcontractors' and suppliers' progress reports.
- Any requirements for further drawings or details or instructions to fulfil any obligations under the Conditions of Contract.

- 280 PHOTOGRAPHS
Progress photographs in a digital format will be taken by the Employer's Representative as and when required.
- 285 VISITORS BOOK:
A Visitors Book shall be kept on site and should be signed by all visitors.
- 290 NOTICE OF COMPLETION
Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
Associated works: Ensure necessary access, services and facilities are complete.
Period of notice (minimum): two weeks.
- 310 EXTENSIONS OF TIME
Notice: when a notice of the cause of any delay or likely delay in the progress of the Works is given under the Contract, written notice must also be given of all other causes which apply concurrently
Details: as soon as possible submit
- relevant particulars of the expected effects, if appropriate, related to the concurrent causes
 - an estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion
 - all other relevant information required
- 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 with full supporting information
- 440 MEASUREMENT
Covered work: Give notice to the Quantity Surveyor before covering work required to be measured.
- 443 INTERIM PAYMENTS: At least two days before the date arranged for each valuation submit to the Quantity Surveyor details of amounts due under the Contract together with all necessary supporting information.
- 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.
- 480 DAYWORKS
Should the Contractor determine that any work is to be executed as Daywork he shall give reasonable notice to the CA with supporting reasons.

Any daywork vouchers shall be issued for signing by the end of the week in which the work was executed.

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

110 INCOMPLETE DOCUMENTATION

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

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

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

120 WORKMANSHIP SKILLS

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

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 in 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: 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 EVIDENCE OF COMPLIANCE

Proprietary products: Retain on site evidence that the proprietary product specified has been supplied in accordance with the Project Documents.

150 INSPECTIONS

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

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

160 RELATED WORK

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

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

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

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

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

Submit details: Changes to recommendations or instructions

Execution: Use those supplied or recommended by main product manufacturer.

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.

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.

360 RECORD DRAWINGS

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

SERVICES GENERALLY

410 SERVICES REGULATIONS

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

420 ELECTRICAL INSTALLTION CERTIFICATE

Submit: when relevant electrical work is completed

Original Certificate: to be lodged in the Building Manual

450 MECHANICAL AND ELECTRICAL SERVICES

Final tests and commissioning: carry out so that services are in full working order at completion of the Works

Building Regulations Notice: copy to be lodged in the Building Manual

455 SERVICE RUNS

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

Ducts, chases and holes: form during construction rather than cut

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

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

510 SUPERVISION

General: 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.

Replacement: Give maximum possible notice before changing person in charge or site agent. (minimum period – 1 month).

540 DEFECTS IN EXISTING WORK

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

550 ACCESS FOR INSPECTION

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

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 PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS/ EXECUTIONS

Proposals: Immediately any execution 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 ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.

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

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

Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.

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

730 MAKING GOOD DEFECTS
Remedial work: arrange access with the Employer
Rectification: give reasonable notice for access to the various parts of the Works
Completion: notify when remedial works to the various parts of the Works have been completed.

740 SECURITY AT COMPLETION
General: leave the Works secure with, where appropriate, all access closed and locked
Keys: account for and adequately label all keys and hand over together with an itemised schedule, retaining a duplicate schedule signed as a receipt

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

110 PRE CONSTRUCTION INFORMATION is to be developed.

120 EXECUTION HAZARDS
Common hazards: Not listed. Control by good management and site practice.
Significant hazards: not listed

130 PRODUCT HAZARDS
Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Occupational Exposure Limits.
Common hazards: not listed. Control by good management and site practice.
Significant hazards: not listed

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN
Submission: Present to the CA not less than 2 weeks before the proposed dates for commencement of Work.
Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the current 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.

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.

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

210 SAFETY PROVISIONS FOR 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.

PROTECT AGAINST THE FOLLOWING

310 PESTICIDES

Not permitted

360 NUISANCE

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

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

370 ASBESTOS CONTAINING MATERIALS

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

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

380 FIRE PREVENTION

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

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

390 SMOKING ON SITE

Smoking on site: Not permitted.

400 BURNING ON SITE

Burning on site: Not permitted.

410 MOISTURE

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

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

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

420 INFECTED TIMBER/CONTAMINATED MATERIALS

Removal: Where instructed to remove timber 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 microorganisms are within acceptable levels

- 430 **WASTE**
Waste: includes rubbish, debris, spoil, containers, packaging and surplus material.
Requirement: Minimize production and prevent accumulation of waste. Keep the site and Works clean and tidy. Clean out voids and cavities in the construction before closing
Disposal: collect and store in suitable containers. Remove from site and dispose of in a safe and competent manner, as approved and directed by the waste regulation authority
Recyclable material: sort and dispose of at a materials recycling facility approved by the waste regulation authority.
Documentation: Retain on site.

- 440 **ELECTROMAGNETIC INTERFERENCE**
Duty: prevent excessive electromagnetic disturbance to apparatus outside the 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 undertakers recommendations.**Adequately protect, 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 authorities/statutory undertakers
 - make arrangements for the work to be made good without delay to the satisfaction of service authorities/statutory undertakers
 - 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, CA 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.
- 580 **BUILDING INTERIORS**
Protection: Prevent exposure to the environment, including weather, flora, fauna and other causes of material degradation during course of the works.
- 610 **EXISTING FURNITURE, FITTINGS AND EQUIPMENT**
Protection: prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions
- 625 **ADJOINING PROPERTY RESTRICTIONS**
Precautions: Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
Damage: Bear cost of repairing damage arising from execution of the Works.
- 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

- 110 **SCOPE**
- The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.
- 155 **SCAFFOLDING**
- Ensure that scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all subcontractors.
- 190 **WORKING HOURS**
- Normal working hours shall be deemed to be as follows, unless agreed otherwise by the Employer:-
a) Workdays 8.00 am to 4.30 pm
b) Saturdays 8.00 am to 1.00 pm
c) Sundays and Bank Holidays – No working allowed

The premium cost of any works required to be undertaken out of normal working hours will be the responsibility of the Contractor.

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

GENERALLY

- 110 **SPOIL HEAPS, TEMPORARY WORKS AND SERVICES**
- Location: Give notice of intended siting.

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

ACCOMMODATION

- 210 ROOM FOR MEETINGS
- **Facilities:** Owing to the restricted nature of the site the Contractor shall submit his proposals with his tender.
- 260 SANITARY ACCOMMODATION: Provide and maintain in a clean condition sanitary accommodation for the Contractor's employees.
- 270 WELFARE FACILITIES
The Contractor shall provide all requisite welfare and other facilities for his workforce to comply with current regulations and standards.
- 330 TEMPORARY HOARDING(S) & SCREEN(S)
Provide, maintain, adapt and move as required to suit the progress of the Works all necessary temporary hoardings and screens.
- 345 NAME BOARDS
Limited space is available for a combined Contractor/Consultant's nameboard

SERVICES AND FACILITIES

- 420 TEMPORARY ELECTRIC AND WATER SUPPLIES:
The Employer will provide these services to the contractor free of charge. The Contractor is to allow for making all necessary connections and making good on completion.
- 430 LIGHTING
Finishing work and inspection: provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation
- 440 TELEPHONES
The Contractor is to ensure that his person in charge and other personnel have mobile phones and that their contact details are available to the Employer's team
- 520 PERMANENT HEATING SYSTEM
Permanent heating installation: may be used for drying out the Works/services and controlling temperature and humidity levels
Installation: if used
- take responsibility for operation, maintenance and remedial work
 - arrange supervision and indemnification of the appropriate subcontractors
 - pay costs arising
- 540 METER READINGS
Charges for service supplies: take readings and log as required for the Works
- 550 THERMOMETERS
General: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

570 PERSONAL PROTECTIVE EQUIPMENT

General: Provide for the sole use of other members of the project team, in sizes to be specified:

- Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 6.
- High visibility waistcoats to BS EN ISO 20471 Class 2
- Safety boots with steel insole and toecap to BS EN ISO 20345
- Disposable respirators to BS EN 149.FFP1S
- Eye protection to BS EN 166.
- Ear protection - 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 BUILDING

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

Format: digital

Number of copies: 1

Delivery to: CA two days prior to completion

120 THE HEALTH AND SAFETY FILE is to be produced in accordance with the requirements set down by the Principal Designer.

125 CONTENT OF THE BUILDING MANUAL

General: details of the property, the parties, fire 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.

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 MANAGEMENT AND STAFF

[Cost significant items](#): complete separate Preliminaries pricing schedule

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

110 SITE ACCOMMODATION

[Details](#): Site accommodation required or made/ not made available by the Employer: See section A36.

[Cost significant items](#): complete separate Preliminaries pricing schedule

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

110 SERVICES AND FACILITIES

[Details](#): Services or facilities required or made/ not made available by the Employer: See section A36.

[Cost significant items](#): complete separate Preliminaries pricing schedule

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

110 MECHANICAL PLANT

[Cost significant items](#): complete separate Preliminaries pricing schedule

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

110 TEMPORARY WORKS

[Cost significant items](#): complete separate Preliminaries pricing schedule