

Woodward Smith Chartered Architects LLP

Fremington Parish Council

# Tews Lane Extension to Changing Facility

F175 Preliminaries

09-06-2025

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## A9 General requirements

### Clauses

#### 102 General requirements

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1. **Requirement:** Comply with obligations relating to the project as a whole, detailed in the following clauses.

#### 103 The work and its location

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1. **Description**
  - 1.1. **Scope:** Extension to existing changing facility and associated external works at Tews Lane Playing Field
  - 1.2. **Access:** The site can be accessed from Brookfield via Old Bideford Road and has a large parking area around the building with the proposed extension to the rear. The site is public and will need securing along with appropriate enclosures.
  - 1.3. **Relevant factors affecting the work:** No other restrictions other than adjacent residential housing

#### 105 General cost items

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1. **Provide, and include for all costs associated with**
  - 1.1. Management and staff.
  - 1.2. Temporary accommodation.
  - 1.3. Services and facilities.
  - 1.4. Plant and equipment.
  - 1.5. Temporary works.
2. **Specific requirements:** TBC

#### 602 Design and construction hazards and risks

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1. **Description:** See drawings pack and drawing Architectural CDM Hazzard Schedule F175 24 102

#### 603 Construction phase health and safety plan

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1. **Content:** Principal Contractor to submit the following information within a week of request:
  - Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
  - Details of the management structure and responsibilities.
  - Arrangements for issuing health and safety directions.
  - Procedures for informing other contractors and employees of health and safety hazards.
  - Selection procedures for ensuring competency of other contractors, the self-employed and designers.
  - Procedures for communications between the project team, other contractors and site operatives.
  - Arrangements for cooperation and coordination between contractors.
  - Procedures for carrying out risk assessment and for managing and controlling the risk.
  - Emergency procedures including those for fire prevention and escape.
  - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
  - Arrangements for welfare facilities.
  - Procedures for ensuring that all persons on site have received relevant health and safety information and training.
  - Arrangements for consulting with and taking the views of people on site.
  - Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.

- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.

2. Submittal date: TBC

#### 604 Existing services

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1. Responsibility for giving notices and obtaining consent from service providers
  - 1.1. Electricity: Contractor
  - 1.2. Gas: Contractor
  - 1.3. Sewerage: Contractor
  - 1.4. Telecommunications (Telephone, broadband, satellite TV, etc.): Contractor
  - 1.5. Water: Contractor
2. Timing: Ensure that sufficient time is allowed so as not to delay progress.
3. Identification of services: Before starting work, check and mark positions of services. Where positions of existing services are not shown on drawings, obtain relevant details from statutory undertakers or other owners.

#### 606 Defects in existing work

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1. Undocumented defects: If discovered, immediately give notice. Do not cover or proceed with affected work until a response has been received.

#### 607 Programme

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1. Scope: Prepare a summary showing the sequence and timing of the principal parts of the work.
2. Specific requirements: Contractor to provide programme to understand likely Advance Payment Dates. Programme to show the sequence and timing of the principal parts of the work. Programme to at least include the activities that the contractor will carry out to complete the works; the start and finish dates of each activity; the relationship of each activity to the others, including lead and lag times and the number of people and other resources for each activity. Programme to be submitted prior to Contract Commencing on site. Monthly Site meetings will be held to review progress and other matters arising from administration of the Contract.
3. Submittal date: TBC

#### 608 General quality

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1. Sizes
  - 1.1. General dimensions: Nominal.
  - 1.2. Cross section dimensions of timber: Finished dimensions.
2. Accuracy and fit
  - 2.1. General tolerances (maximum): To BS 5606 'Accuracy and tolerance in design and construction', Tables 1 and 2.
  - 2.2. Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, either submit proposals as early as possible, or arrange for inspection of relevant aspects of partially finished work.
3. Execution generally
  - 3.1. Fixing: Fix, apply, install or lay components securely, accurately, plumb, neatly and in alignment.
  - 3.2. Colour batching: Do not use different colour batches where they can be seen together.
  - 3.3. Dimensions: Check on site.
  - 3.4. Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty or out of tolerance.

- 3.5. **Ducts, chases and holes:** Form during construction rather than cut. Where cutting/ drilling is necessary, submit proposals before beginning operation.
4. **Work before completion:** Make good all damage resulting from the work. Unless otherwise instructed, remove temporary markings, coverings and protective wrappings.
5. **Cleaning:** Clean the work thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.

## **609 Standards of products and execution**

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1. **Products:** Where, and to the extent that, products or work are not fully documented, they are to be:
  - 1.1. Of a kind and standard appropriate to the nature and character of that part of the works where they will be used.
  - 1.2. Suitable for the purposes stated in, or reasonably to be inferred from, the contract documents.
2. **Execution**
  - 2.1. **Operatives:** Appropriately skilled and experienced for the type and quality of work.
  - 2.2. **Registration:** With Construction Skills Certification Scheme.
3. **Verification:** Submit evidence of standards, suitability, skills and qualifications when requested.

## **610 Sourcing of products and materials**

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1. **Generally**
  - 1.1. **Supply:** Obtain materials and products of each type from the same source or manufacturer.
  - 1.2. **Certification:** Where relevant, submit evidence that materials and products have been sourced in a responsible and sustainable way.
  - 1.3. **Quality:** Consistent kind, size, quality and overall appearance.
  - 1.4. **Product tolerances:** Where critical, measure a sufficient quantity to determine compliance.
2. **Manufacturers' recommendations**
  - 2.1. **General:** Unless otherwise specified, use those supplied or recommended by main product manufacturer.
  - 2.2. **Changes to recommendations or instructions since close of tender:** Submit details. Do not proceed without written agreement.
  - 2.3. **Ancillary products and accessories:** Unless otherwise specified, use those supplied or recommended by main product manufacturer.
  - 2.4. **Agreement-certified or other independently certified products:** Comply with limitations, recommendations and requirements of relevant valid certificates.
  - 2.5. **Conflict with other requirements:** In the event of conflict with other specified requirements, seek advice/ instruction.
3. **Substitution of products and execution**
  - 3.1. **Argument for substitution:** If an alternative to that specified is proposed, submit reasons for proposal.
  - 3.2. **Samples:** Submit samples of proposed alternative.
  - 3.3. **Documentation:** Submit relevant documentation, including manufacturer and product reference, cost, availability, relevant standards and copy of warranty/ guarantee.
  - 3.4. **Approvals:** Obtain approval before ordering alternative products or proceeding with work.

## **615 Certificates and warranties**

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1. **Submittals:** Provide evidence of all insurance cover, bonds, performance guarantees, scheme memberships, statutory and other notifications for which the contractor is responsible.
2. **Timing:** No later than one week before the contract start date.

## 620 Completion requirements

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### 1. Scope

- 1.1. **General:** Provide details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
- 1.2. **Building fabric:** Provide design criteria, maintenance details, product details, and environmental and trafficking conditions.
- 1.3. **Building services:** Provide description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
- 1.4. **Health and safety:** Produce a health and safety file in accordance with the Construction (Design and Management) Regulations.

Ω End of Section

## A20

# RIBA concise building contract

### Clauses

#### RIBA concise building contract

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- The contract: The RIBA Concise Building Contract 2018.
- Requirement: Allow for the obligations, services and liabilities described.

### Contract details - No Amendments

#### Main items

#### A - The Client (see clause 1)

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- The Client: Fremington Parish Council
- Address : The Beechfield Centre, Beechfield Road, Fremington, Barnstaple EX31 3DD
- Telephone Number : 01271 321 063
- Email Address : jude@fremingtonparishcouncil.gov.uk

#### C - Description of the Works and Site Address (see clause 1.1)

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- Description of the works: Extension to Tews Lane Changing Facility
- Address: Tews Lane, Roundswell, Barnstaple, EX31 2JU
- Site will be occupied during the works: TBC

#### D - Contract Documents (see clause 1.1.2)

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- Documents
  - Description: Drawing
  - Reference number:
    - F175 24 102A Architectural CDM Hazzard Schedule & Risk Assessment
    - F175 24 203 Existing Site Plan A1
    - F175 204 D Proposed Site Plan A1
    - F175 401 B Existing Layout A1
    - F175 24 402 G Proposed Layout A1
    - F175 24 403 A Proposed Section & Details A1
    - F175 24 404 C Proposed Services & Finishes A1
    - F175 24 405 A Proposed Foundations & Coursing A1
    - DR01-A (Misc Structural Details)
    - 0605-02 Calcs Rev A 100624
    - 24-774-EcIA-CT Ecological Impact Assessment
    - 24-774-BNG-CT Biodiversity Net Gain Assessment
    - F175 BRPD Project Review
    - F175 PQQ Tender Returns Schedule
    - F175 24\_Form of Tender
    - F175 24\_Schedule of Documentation for Tender
- Date:

## **E - Contract Period (see clause 1.1.2)**

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- Start date: TBC
- Date for completion: TBC
- Restrictions on working hours: TBC by client during Pre-Construction Meeting. Anticipated 8am-6pm, Mon-Fri.

## **F - Facilities (see clause 2.5)**

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- The contractor may have the free use of the following facilities at the site
  - Electricity, Parking, Water, Washroom/Toilet, Water.

## **G - Architect/ Contract Administrator (see clause 1.3)**

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- Details: Woodward Smith Chartered Architects Limited
- Address: 6 Tuly Street, Barnstaple EX31 1DH
- Telephone Number : 01271 379 050
- Email Address: enquiries@woodward-smith.co.uk

## **H - Other appointments by the Client (see clause 1.3)**

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- Details: Please refer to list below.
- Civils and Engineering : South West Structures Ltd
- Ecology: Lakeway Ecology Ltd
- Topographical : GC Surveys

## **I - Consents, fees and charges (see clause 2.1.2)**

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- Responsibility for obtaining and paying for all regulatory and statutory consents, fees and charges shall be taken by: Client

## **J - Insurance (see clause 6)**

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- Public liability insurance
  - Amount: £5m
  - Responsibility: Contractor.
- Contractor's employer's liability insurance
  - Amount: £5m
  - Responsibility: Contractor.
- All risks insurance in joint names (works products and equipment)
  - Amount: TBC
  - Responsibility: TBC
- All risks insurance in joint names (existing structures)
  - Amount: TBC
  - Responsibility: TBC.
- Other insurance policies, such as buildings and/ or contents insurance
  - Type: TBC
  - Amount: TBC
  - Responsibility: TBC



## **K - Contract Price and Payment (see clause 7)**

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- The contract price will be: A Fixed Amount
- Interim payment
  - Frequency: Monthly
  - First interim payment date: One month after start date
- Interest on late payment
  - Interest rate: 5% above the Bank of England base rate.

## **L - Liquidated damages (see clause 10)**

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- Amount per day: £ 100.

## **M - Defects fixing period (see clause 10)**

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- Period: 12 Months

## **N - Dispute Resolution (see clause 13)**

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- Mediation: Applies
- Name of mediator: RIBA
- Adjudication
  - Name of adjudicator Does not Apply .
- Arbitration: Does not apply
- Name of arbitrator: N/A

## **Optional items**

## **O - Programme (see clause 14)**

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- Item O: Applies
- If item O applies:
- Minimum content
  - The activities that the contractor will carry out to complete the works.
  - The start and finish dates of each activity
  - The relationship of each activity to the others, including lead and lag times.
  - The number of people and other resources for each activity.
  - Additional requirements: TBC

## **P - Contractor Design (see clause 15)**

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- Item P: Applies
- If item P applies:
- Part of the works to be designed by the contractor
  - Description: Block and Beam Design and Roof Truss Design
  - Contract document: Refer to drawings for design intent.
- Professional indemnity insurance
  - Amount £ 2m Per claim.

### **Q - Required Specialists (see clause 16)**

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- Item Q: Does not apply
- If item Q applies
  - Details of specialist: N/A
  - Part of the works: N/A

### **R - Completion in Sections (see clause 17)**

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- Item R: Does not apply
- If Item R applies
  - Section number: N/A
  - Description: N/A
  - Section start date: N/A
  - Date of Completion of the Section: N/A
  - Section value: N/A
  - Liquidated damages: N/A per day.

### **S - Payment alternatives (see clause 18)**

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- Item S: Does not apply.

### **T - Advanced Payment (see clause 19)**

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- Item T: TBC
- If Item T applies
  - Amount: £ TBC.
  - Date for payment: TBC
- Schedule for Repayment of advanced payment
  - Instalment: £ TBC.
  - Date of repayment TBC.
- Advanced payment security: TBC
  - Form: TBC
  - Amount: £ TBC.

### **U - Insurance Backed Guarantee (see clause 20)**

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- Item U: TBC by Client
- If item U applies
  - Scope: TBC by Client
  - Duration: TBC by Client

### **V - New Building Warranty (see clause 21)**

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- Item V: Applies
- If item V applies
  - Warranty provider: TBC
  - Length of cover: TBC
  - Details of cover: Structural

## **W - Evidence of Ability to Pay Contract Price (see clause 22)**

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- Item W: Does not apply

## **X - Collateral Warranty/ Third Party Rights Agreement (see clause 23)**

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- Item X: Applies
- Collateral Warranty - Contractor
  - Name, class or description of person in whose favour the collateral warranty is required: TBC
  - Form of warranty: TBC
- Third Party Rights Agreement
  - Name, class or description of beneficiaries TBC.
  - Form of agreement: TBC

## **Y - Public Sector Clauses (see clause 24)**

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- Item Y: Applies

## **The Conditions**

### **The Conditions**

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- List of clause headings:
- Main clauses
  - 1. Client.
  - 2. Contractor.
  - 3. Collaborative Working.
  - 4. Assignment.
  - 5. Architect/ Contract Administrator.
  - 6. Risks, Liability and Insurance.
  - 7. Contract Price and Payment.
  - 8. Contractor's Right to Suspend.
  - 9. Force Majeure, Revision of Time, Additional Payment, Practical Completion and Partial Possession.
  - 10. Liquidated Damages and Defects Fixing Period.
  - 11. Priority of Contract Documents, Governing Law, Rights of Third Parties, Severability, Communication and Notices.
  - 12. Termination.
  - 13. Dispute Resolution.
- Optional Clauses
  - 14. Programme.
  - 15. Contractor Design.
  - 16. Required Specialists
  - 17. Completion in Sections.
  - 18. Milestone Payments and Payment on Completion of the Works.
  - 19. Advanced Payment.
  - 20. Insurance Backed Guarantee.
  - 21. New Building Warranty

- 22. Evidence of ability to Pay the Contract Price
- 23. Collateral Warranties/ Third Party Rights Schedule
- 24. Public Sector Clauses

## Building information modelling

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- Protocol N/A.

## Execution

### Execution

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- The Contract: Will be executed under hand.

Ω End of Section



Specification created using NBS Chorus