

# **PART A TENDER PRELIMINARIES**



**Alterations & Refurbishment  
of  
Sileby Memorial Sports Pavilion  
Seagrave Road  
Sileby  
LE12 7TP  
June 2025**

PART ONE: INSTRUCTIONS TO TENDERERS

**PRICED SPECIFICATION:** A fully priced copy, monied out in ink to agree with the amount of tender shall be submitted with the tender by the deadline stated. No Late Tenders will be Considered.

**UNPRICED ITEMS** should have 'Nil' or 'Included' against them and costs relating to items which are not priced will be deemed to have been included elsewhere in the Specification.

**OBSCURITY:** Where any doubt or obscurity as to the meaning of any item in the Specification occurs the Contractor is to seek immediate clarification and confirmation in writing from the Technical Services Manager before sending in his tender in order that such doubt or obscurity may be removed, for should any misunderstanding arise during the contract the decision of Head of Building and Engineering Services as to the true intent and meaning of any dimensions, clause, appendices, Work or sentence, shall be conclusive and binding.

**ALTERATIONS AND QUALIFICATIONS TO SPECIFICATION.** No alteration or qualifications shall be made to the Specification or drawings without instruction from or prior approval of the Employer/Contract Administrator. Should a tenderer qualify his tender he shall be given the opportunity to withdraw such qualifications without amending his tender; if he fails to do so his whole tender will be rejected if it has afforded an unfair advantage.

**EXAMINATION AND CORRECTION OF PRICING:** Alternative 1 of Section 6 of the Code of Procedure for single stage Selective Tendering 1996 will apply. Tenderers will be given details of any errors and afforded the opportunity of confirming or withdrawing their offer.

Where the tenderer prices items together as lump sums or make overall adjustments on the general summary then a clear indication of the method of calculations of such sums will be required before the tender is accepted (see Code of Estimating Practice published by the Chartered Institute of Building).

Lump sum adjustments at the end of the Specification will be converted to a percentage (excluding preliminary items, prime cost sums, provisional sums and contingency sums) in such a manner that the tender sum is not affected.

**THE EMPLOYER** does not accept responsibility for any expense the Contractor may incur in preparing his tender. The Council is not bound to accept any tender submitted.

**CANVASSING:** Canvassing directly or indirectly will disqualify.

**V.A.T.:** The tender figure is to be exclusive of V.A.T.

**PREPARATION:** The contractor is advised to prepare his tender relative to the sections of the specification and/ or schedule of Works. Any quantities upon which the contractor bases his tender will not form part of this contract.

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## **A PRELIMINARIES/GENERAL CONDITIONS**

### **A10 PROJECT PARTICULARS**

- 110 THE PROJECT:
- Name: Sileby Memorial Park Sports Pavilion
  - Nature: Internal and external alterations and refurbishments together with external works and drainage modifications.
  - Location: Sileby Memorial Park Seagrave Road Sileby LE12 7TP
  - Timescale for completion of the construction work is: 14 weeks
- 120 EMPLOYER (CLIENT)
- Name: Sileby Parish Council
  - Address: Main Street, Sileby, LE12 8TZ
  - Contact: Mrs Rosemary Richardson.
  - Telephone: 01509 813075
  - Email: clerk@silebyparishcouncil.gov.uk
- 120A ARCHITECT
- Name: AMLI Design Ltd.
  - Address: Kenvale House 241 Birstall Road Birstall, Leicestershire LE4 4DJ.
  - Contact: Mr David Ives.
  - Telephone: 0116 4105060 or 07974807111.
  - Email: di@amlidesign.co.uk
- 130 PRINCIPAL CONTRACTOR (CDM)
- Name: The Contractor.
- 140 PERSON EMPOWERED BY THE CONTRACT TO ACT ON BEHALF OF THE EMPLOYER - CONTRACT ADMINISTRATOR (hereinafter referred to as 'CA'):
- Name: Chesterton Smart Limited
  - Address: 28 Highfield Rd, Groby, Leicester LE6 0GU
  - Contact: Mr N. Rizzo
  - Telephone: 0116 224 3165.
  - Email: contact@chestertonsmart.co.uk
- 150 PRINCIPAL DESIGNER:
- Name: Chesterton Smart Limited
  - Address: 28 Highfield Rd Groby Leicester LE6 0GU
  - Contact: Mr N. Rizzo
  - Telephone: 0116 224 3165.
  - Email: contact@chestertonsmart.co.uk
- 160 STRUCTURAL ENGINEER:
- Name: Contractors Choice
  - Address:
  - Contact:
  - Telephone:
  - Email:

160 MECHANICAL AND ELECTRICAL DESIGNER:

- Name: Contractors Choice
- Address:
- Contact:
- Telephone:
- Email:

170 CIVILS DESIGNER:

- Name: Contractors Choice
- Address:
- Contact:
- Telephone:
- Email:

**A11 DRAWINGS**

110 TENDER DRAWINGS: Tender drawings are:

001\_T1, 002\_T1, 002A\_T1 002B\_ 002C\_P1, T1 003\_T1 004\_T1 005\_T1

120 THE CONTRACT DRAWINGS are 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 and other tender documents- Format: A separate Pre-tender Health and Safety Plan is included with the tender documents. Health & Safety Guide for Contractors.

**A12 THE SITE/EXISTING BUILDINGS**

110 THE SITE

The site is as shown on drawing reference 004\_T1.

140 EXISTING MAINS/SERVICES:

The Contractor is to take all reasonable precautions to safeguard existing drain runs and services. The contractor's attention is drawn to the necessity of maintaining these services throughout the Works. If at any time it is necessary to disrupt the services then prior notice must be given to the CA.

150 The Contractor is to take all reasonable precautions to safeguard existing drain runs and all existing services.

160 SOILS AND GROUND WATER INFORMATION

There is no specific Ground Investigation Report.

200 ACCESS TO THE SITE: Access to the site will be from Seagrave Road into the Sports Memorial Park. Contractors are to allow for all costs in association with the transportation of labour, materials and plant along this route into the site area.

- Contractors will be expected to allow and maintain access to the existing car park and memorial grounds for members of the public in its current format for the duration of the works.
- 210 PARKING:
- Parking of the Contractor's vehicles will be restricted to 8 parking spaces as shown on plan ref 005\_T1. This includes part of the soft ground to the rear of the designated car parking area. Care must be taken not to obstruct any of the public footpaths and live car park facilities that are to remain in use for the duration of the Work.
- 220 USE OF THE SITE:
- The construction site and compound area is as shown on the drawing reference 005\_T1. The site is shown in the Preconstruction Information Pack on drawing reference 004\_T1. Temporary Heras fencing is to be erected around this area for the safety and protection of the works and public.
  - Do not use the site for any purpose other than carrying out the Works.
- 230 SURROUNDING LAND/BUILDING USES:
- Residential dwellings, industrial/commercial and retail buildings located outside of the Sports Memorial Park Pavilion grounds.
- 240 HEALTH AND SAFETY HAZARDS
- The nature and condition of the site/buildings cannot be fully and certainly ascertained before opening up and care must be taken accordingly.
  - The accuracy and sufficiency of any information provided is not guaranteed by the Employer or the CA and the Contractor must ascertain for himself any information he may require, to ensure the safety of all persons and the Works.
- 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. The Contractor shall be responsible for carrying out all investigations necessary to ascertain the nature of the site and all local conditions and restrictions likely to affect the execution of the Works. No failure on the part of the Contractor to discover or foresee any such conditions, risk or contingency, whether or not the same ought reasonably to have been discovered or foreseen, shall entitle the Contractor to an addition to the Contract Sum or an extension of time.
- 290 SITE VISIT ARRANGEMENTS may be made by contacting.
- Name: Sileby Parish Council,
  - Address: Main Street Sileby Leicester LE12 8TZ.
  - Contact: Mr Alan Higgs or Mr James Walker
  - Telephone: 01509 813075 for AH or 07921 835346 for JW
  - Email: cllr.alanhiggs@silebyparishcouncil.org.uk - sjfcchairman@outlook.com

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### **A13 DESCRIPTION OF THE WORK**

#### **120 THE WORK:**

- The Works comprise: Part internal and external refurbishment of the facility including roof alterations, window replacement, new entrance screens and doors, roller shutter security lintels installations. Ground works include modifications to the existing drainage runs and repair/extension of the concrete slabbed patio and footpath areas along the front elevation. Internal works include modifications by demolishing and rebuilding the internal walls and the removal of changing rooms 1 & 2. A new moving acoustic sliding wall, repositioning of the firebreak wall in the roof void, new toilets & officials changing rooms, a new kitchen, joinery and flooring. Modifications to the internal drainage for serving the new installations. Plastering, decoration and upgrading the rainwater harvesting system. All mechanical & electrical design and installation work as necessary to complete the refurbishment.
- In carrying out the above Works the Contractor shall be responsible for the following:-

#### **150 CONTRACTOR DESIGN PORTION:**

The following will constitute the Contractor Design Portion of the Contract.

- Structural design and specification relating to the internal wall removals, any new structural openings, special roller shutter lintel installations and calculations, any required water tank support, the front gable roof infill works any wind post requirements to maintain structural integrity of the building as a consequence of the works which must fully comply with building regulation and fire safety requirements.
- All mechanical, electrical ventilation and heating design and services alteration requirements as required in connection with the refurbishment works including maintaining of existing services arrangements not forming part of the refurbishments.
- Electrical & mechanical design includes any improvement works required to maintain full operational activity of the sports pavilion.
- Modifications/improvements to the existing rainwater harvesting system.
- Internal and external foul and storm water drainage design modifications as required to serve the new and existing facilities.

### **A20 JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTORS DESIGN (MWD)**

#### **370 JCT MINOR WORKS BUILDING CONTRACT**

- The Contract: JCT Minor Works Building Contract 2016 Edition with Contractor's Design (MWD) 2016.
- Requirement: Allow for the obligations, liabilities and services described below.

## THE RECITALS

### First Recital – The Works

Part alteration and refurbishment of a single storey sports pavilion to form function and officials changing rooms, toilets, kitchen, together with internal and external drainage and landscaping works.

### Second Recital – Contractors Design Portion

The Contractors Designed Portion includes the design and construction of:

1. All structural design work for the refurbishment works with supporting design calculations.
2. Mechanical, Heating, Ventilation & Water Supply design, alteration and installation.
3. Electrical design, alteration and installations.
4. Above and below ground internal & external drainage design, alterations and installations.

### Third Recital - CONTRACT DOCUMENTS:

The Contract Drawings are numbered in section A11/120 and listed in Drawing and Document Register forming part of/appended to this Document.

The Employer has had the following documents prepared which show and describe the work to be done as listed below: These shall be the tender documents.

### CONTRACT DOCUMENTS

- Preliminaries - Part A
- Schedule of the Works - Part B
- Mechanical and Electrical Services Brief - Part C (Employers Requirements).
- Pre-construction Information Pack - Part D
- Appendix A - Charterhouse INTEGR8 roller shutter details and quotation.
- Appendix B - QAS door/screen installation details and information.
- Appendix C - Style Door Quotation inc Overhead & Threshold Details.
- Appendix D - Ottima Door and Ironmongery Quotation.
- Appendix E - Howden's Kitchen Design Layout & Cost Estimate.
- Appendix F - Internal Finishes Schedule.
- Appendix G - Underground Drainage System Report - County Drains.
- Appendix H – Planning Consent
- Appendix I – Building Regulation Approval & Drawings
- Appendix J - Fire Officers Report.
- Appendix K - SJFC Football & Training Fixtures Programme.
- Appendix L - F10 Notification.

### Fourth Recital - PRICED DOCUMENTS.

Documents to be priced or provided by the Contractor:  
A fully priced Schedule of the Works.

## THE ARTICLES

### Article 3

#### ARCHITECT/ CONTRACT ADMINISTRATOR

- Architect/ Contract Administrator: See clause A10/140.

### Article 4 and 5

#### PRINCIPAL DESIGNER

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

### 4 and 5

#### PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

- Articles 4 and 5 will not be deleted.

## CONTRACT PARTICULARS

- Fifth Recital and Schedule 2 BASE DATE
- Base date: 14/07/2025
- Fifth Recital and clause 4.2 CONSTRUCTION INDUSTRY SCHEME (CIS)
- Employer at the Base Date is not a 'contractor' for the purposes of the CIS.

#### Sixth Recital - CDM REGULATIONS

- The project is notifiable.

#### Seventh Recital

#### FRAMEWORK AGREEMENT

- Framework agreement: Does not apply.

#### Eight Recital and Schedule 3

#### SUPPLEMENTAL PROVISIONS

- Collaborative Working: Paragraph 1 Does Not Apply.
- Health and safety: Paragraph 2 Applies.
- Cost savings and value improvements: Paragraph 3 Apply.
- Sustainable development and environmental considerations: Paragraph 4 Does not apply.
- Performance indicators and monitoring: Paragraph 5 Does Not Apply.
- Notification and negotiation of disputes: Paragraph 6 Apply.
- Where paragraph 6 applies, the respective nominees of the parties are:
- Employer's nominee: Mrs Rosemary Richardson.
- Contractor's nominee: Not Known.
- Or such replacement as each party may notify to the other from time to time.

### Article 7

#### ARBITRATION

- Article 7 and Schedule 1 will not apply.

### Clause 2.3

#### COMMENCEMENT AND COMPLETION

- Date for Commencement of the Works: Within 2 months of tender return date.



- Date for Completion: 14 weeks from date of commencement on site.

Clause 2.9

LIQUIDATED DAMAGES

- At the rate of £1000.00 per week or part thereof.

Clause 2.11

RECTIFICATION PERIOD

- Period: 12 months from the date of practical completion.

Clause 4.3

INTERIM PAYMENTS

Interim Valuation Date:

- The first interim Valuation Date is:  
Four Weeks after the start date
- Thereafter at intervals of:  
Every four weeks.

PERCENTAGE OF THE TOTAL VALUE OF THE WORK ETC.

Payments due prior to practical completion:

- Percentage of total value of the works etc:  
95%.

PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE CONTRACTOR.

Payments becoming due on or after practical completion:

- Percentage of the total amount to be paid:  
97.5%.

Clause 4.3 and 4.8 Fluctuation provisions:

- The fluctuations provisions does not apply.

Clause 4.8.1

SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED

- Period: 3 months from the date of practical completion.

Clause 5.3.

CONTRACTOR'S INSURANCE – INJURY TO PERSONS OR PROPERTY

- Insurance cover (for any one occurrence or series of occurrences arising out of one event): £10,000,000.00.

Clauses 5.4A, 5.4B and 5.4C

INSURANCE OF THE WORKS ETC – ALTERNATIVE PROVISIONS

- Clause: 5.4C (Works and existing structures insurance by other means) applies.

Clauses 5.4A.1 and 5.4B.1.2

PERCENTAGE TO COVER PROFESSIONAL FEES

- Addition: Nil.

Clause 7.2

ADJUDICATION

- The Adjudicator is:
- Nominating body: The Royal Institution of Chartered Surveyors.
- Nominator of Adjudicator: President or a Vice President or Chairman or Vice Chairman of the Royal Institution of Chartered Surveyors.
- Schedule 1 paragraph 2.1 – Arbitration  
 Appointer of Arbitrator (and of any replacement): President or a Vice President of the Royal Institution of Chartered Surveyors.

**THE CONDITIONS**

SECTION 1:

DEFINITIONS AND INTERPRETATION

1.8 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

EXECUTION:

- The Contract: Will be executed under hand.

CONTRACT GUARANTEE BOND:

- Contract Guarantee Bond: Not required.

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## **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.
- 120 TENDERING PROCEDURE
- General: In accordance with the principles of NJCC Code of Procedures for Single Stage Open Tendering' 1996.
  - Arithmetical errors: Confirm or withdraw.
  - Amendments: None.
  - Pricing document is dominant.
- 160 EXCLUSIONS
- Inability to tender: Immediately inform the CA if any part(s) 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: Tenders must remain open for consideration (unless previously withdrawn) for not less than 10 weeks from the date fixed for the submission or lodgement of tenders.
- 210 PRELIMINARIES IN THE SPECIFICATION
- Measurement rules: Preliminaries/General Conditions have not been prepared in accordance with SMM7.
- 220 PRICING OF PRELIMINARIES
- Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries those charges must be clearly shown against the items.
- 250 PRICED SCHEDULE OF THE WORK 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.
  - Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
  - Submit: With tender.

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- 310 SPECIFICATIONS WITHOUT QUANTITIES  
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.
- 320 PRICING OF SPECIFICATION: Alterations and qualifications to the specification must not be made without the written consent of the CA. Tenders containing unauthorised alterations or qualifications may be rejected. Costs relating to items in the specification which are not priced will be deemed to have been included elsewhere in the tender.
- 460 A CONTRACT SUM ANALYSIS where appropriate must be submitted within two working days of it being requested.
- 480 PROGRAMME: The Contractor's proposed programme as specified in Section A32 or a summary thereof showing the sequence and timing of the principal parts of the Works, periods for planning and design and itemising any work which is excluded must be submitted within two working days of it being requested.
- 515 ALTERNATIVE TIME TENDERS  
- General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.
- 530 SUBSTITUTE PRODUCTS  
- Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.  
- Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.
- 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 including:  
- 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 1 week of request.
- 570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN  
- Content: Submit the following information within one week of request:  
- Method statements related to the construction hazards identified in schedule 3 of the CDM 2015 Regulations guidance document L153 and/or statements on how the hazards will be addressed and other significant hazards identified by the design team and/or contractor.  
- Details of the management structure and responsibilities.

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- 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 procedures to obtain feedback.

**580 ENVIRONMENTAL POLICY:**

- Location: Sileby Parish Council website
- Evidence of Compliance: submit company policy
- Project Environmental Management System: develop the system compatible with the councils Environmental Policy
- Format:
- Word Document
- Specific requirements: Submit method statement with measures for dealing with any environmental requirements.
- Submit by: Within one week of request.

**590 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 to anyone other than 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.

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- 120 CA means the person nominated in the Contract as Architect or Contract Administrator or his authorised representative.
- 130 IN WRITING: When required to advise, notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.
- 140 APPROVAL (and words derived therefrom) means the approval in writing of the CA unless specified otherwise.
- 150 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.
- 160 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.
- 165 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.
- 170 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.
- 175 CONTRACTOR'S CHOICE
- Meaning: Selection delegated to the Contractor, but liability to remain with the specifier.
- 180 CONTRACTOR'S DESIGN PORTION
- Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.
- 190 SUBMIT PROPOSALS
- Meaning: Submit information in response to specified requirements.
- 200 TERMS USED IN SPECIFICATION
- Remove: Disconnect, dismantle as necessary and take out the designated products or Work and associated accessories, fixings, supports, linings and

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- bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
  - 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/ 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.
- 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.
- 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.

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- Manufacturers' guarantees: If substitution is accepted, submit before ordering products.
- 210 CROSS-REFERENCES TO THE SPECIFICATION:
- Where a numerical cross-reference to a specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.
  - Where a numerical cross-reference is not given the relevant section(s) and clause(s) of the specification will apply, cross-reference thereto being by means of related terminology.
  - Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.
  - The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which may be discovered.
- 220 REFERENCED DOCUMENTS
- Conflicts: Specification prevails over referenced documents.
- 230 EQUIVALENT PRODUCTS
- Where the specification permits substitution of a product of different manufacture to that specified and such substitution is desired, before ordering the product notify the CA and, when requested, submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories, and, where relevant, appearance. Submit certified English translations of any foreign language documents.
  - Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole. If such substitution is sanctioned, and before ordering products, provide revised drawings, specification and manufacturer's guarantees as required by CA.
- 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.
- 260 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 Member State of the European Community 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 CA of all such substitutions and, when requested, submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign

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- language documents must be accompanied by certified translations into English.
- 270 REFERENCES TO BSI DOCUMENTS are to the versions and amendments listed in the BSI Standards Catalogue.
- 280 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.
- 290 FIX ONLY means all labours in unloading, handling, storing and fixing in position, including use of all plant.
- 300 SUPPLY AND FIX: Unless stated otherwise all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete.

#### **TERMS USED IN REFURBISHMENT/ALTERATION**

- 311 REMOVE means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. It does not include removing associated pipework, wiring, ductwork or other services.
- 321 KEEP FOR REUSE means:
- During removal prevent damage to the stated components or materials, and clean off bedding and jointing materials.
  - Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.
- 331 REPLACE means:
- Remove the stated existing components, features and finishes.
  - Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed.
  - Make good as necessary.
- 341 REPAIR means carry out local remedial work to components, features and finishes as found in the existing building. Resecure or refix as necessary and leave in a sound and neat condition. It does not include:
- Replacement of components or parts of components.
  - Redecoration.
- 351 MAKE GOOD means carry out local remedial work to components, features and finishes which have been disturbed by other, previous work under this Contract and leave in a sound and neat condition. It does not include:
- Replacement of components or parts of components.
  - Redecoration.
- The meaning of the term shall not be limited by this definition where used in connection with the defects liability provisions of the Contract.

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

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

### **DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER**

410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS:

- Copies: Two of each contract drawing and contract document will be issued free of charge (not counting any certified copies).
- Additional copies: Issued on request and charged to the Contractor.

430 ADDITIONAL COPIES OF SPECIFICATION: After execution of the Contract, two copies of the Specification will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but will be charged to the Contractor.

440 DIMENSIONS:

- The accuracy of dimensions scaled from the drawings is not guaranteed: Do not rely on.

460 THE SPECIFICATION

- Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.

470 DIVERGENCES FROM THE STATUTORY REQUIREMENTS

- Divergence: Between the drawings or specification and the requirements of the Building Regulations, other Statutes, statutory undertakers and other regulatory authorities.
- Action: Inform the CA immediately.

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

510 DESIGN AND PRODUCTION INFORMATION

- Master programme: Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
- Design/ production information: Submit two copies, one could be returned with comments and this will be deemed to be a direction, notice or instruction under the Contract.
- Ensure that any necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.
- Contractor's changes to Employer's Requirements: Support request for substitution or variation with all relevant information.

- Employer's amendments to Employer's Requirements: If considered to involve a variation, which has not already been acknowledged as a variation, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after it has been carried out, may not be allowed.
- Final version of design/ production information: Submit two copies.

#### **550 DESIGN AND PRODUCTION INFORMATION**

- Master programme: Make reasonable allowance, based on information in section A30, for completing design/ production information, checking, submission (including information relevant to the COM Regulations), comment, inspection, amendment, resubmission and reinspection.  
Information from Subcontractors:
- Check dimensions are correct, account is taken of all related work, and construction is practicable. Note any comments on one copy of the design/ production information, then submit with the required number of additional unmarked copies. Such checking will not relieve the CA or the Subcontractors of their respective responsibilities for design, coordination and documentation.
- Inspection and comments: One copy will be marked and returned to Contractor. This will not relieve the Subcontractors of their responsibility for design and documentation. Ensure that any necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.
- Final version of information: Distribute copies to all affected Subcontractors and others and keep one copy on site.
- Submit two copies.

#### **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 information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
- Information required: Working drawings for comment.
- Format: Electronic. Paper copies of approved drawings.
- Number of copies: Two.
- Submit: Within one week of request.

**690 MECHANICAL AND ELECTRICAL AS BUILT DRAWINGS AND INFORMATION** must be provided to the CA not less than one week before the date for Completion as follows:

#### **710 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.

**720 MAINTENANCE INSTRUCTIONS AND GUARANTEES**

- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- Notify the CA of telephone number for emergency services by Subcontractors after Completion.

**730 ENERGY RATING CALCULATION**

- Calculation documentation:
- Number of copies: Two.
- Deliver to: Energy Performance Certificate Assessor and also lodge in the Building Manual.

**A32 MANAGEMENT OF THE WORKS**

**GENERALLY**

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

120 INSURANCES: Documentary evidence: Submit details before starting Work on site and/ or policies and receipts for the insurances required by the Conditions of Contract.

130 INSURANCE CLAIMS: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, 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, type (s) 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.

160 HARDCORE: Bricks, brick rubble or other hard materials arising from the work may be reused as hardcore, subject to compliance with specification and approval by the CA.

**PROGRAMME/ PROGRESS**

**210 PROGRAMME**

- Master programme: Immediately before starting work on site submit in an approved form a master programme for the Works, which must include

- details of: Design and production information provided by the Contractor/Subcontractors/Suppliers, including inspection and checking.
  - Planning and mobilisation by the Contractor
  - 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: 2 copies to the CA.
- 230 SUBMISSION of programmes will not relieve the Contractor of his responsibility to advise the CA of the need for further drawings or details or instructions.
- 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.
- 255 NOTIFICATION OF COMPENSATION EVENT
  - Content: Notwithstanding the Contractor's obligations under the Contract, written notice must also be given of all other causes which apply concurrently.
- 260 CA'S SITE MEETINGS
  - General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
  - Frequency: Bi-weekly.
  - Location: By agreement.
  - Accommodation: Ensure the availability of accommodation at the time of such meetings.
  - Attendees: Attend all 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: Submit a progress report to the CA at each CA's site meeting. Notwithstanding the Contractor's obligations under the Contract the report must include:
  - A progress statement by reference to the master programme for the works.
  - Details of any matters materially affecting the regular progress of the works. Any requirements for further drawings or details or instructions to enable the CA to fulfil his obligations under Clause 2.11 of the Conditions of Contract.
- 270 CONTRACTOR'S SITE MEETINGS: Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.
- 290 NOTICE OF COMPLETION
  - Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.

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- Associated Works: Ensure necessary access, services and facilities are complete.
- Period of notice (minimum): 2 Weeks.

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

310 EXTENSIONS OF TIME: When a notice of the cause of any delay or likely delay in the progress of the Works is given under Contract clause 2.19, written notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the CA:

- Relevant particulars of the expected effects, if appropriate related to the concurrent causes,
- An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion, and;
- All other relevant information required by the CA.

320 DISTURBANCE OF REGULAR PROGRESS: Any application in respect of direct loss and/or expense must be made as soon as practicable and with (or to be followed by) the requisite supporting information so as to afford the CA the opportunity to issue instructions designed (according to the circumstances) to minimise or avoid that loss and/or expense.

## CONTROL OF COST

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

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

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 to the CA before covering up work required to be measured.

460 INTERIM VALUATIONS

- Applications: Include details of amounts requested under the Contract together with all necessary supporting information.
- Submission: At least seven days before established dates.

- 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.

- 475 PRODUCTS STORED OFF SITE
- Evidence of Title: Submit reasonable proof that the property in items stored off site to be included in valuations is vested in the Contractor.
  - Include for products purchased from a supplier:
  - A copy of the contract of sale.
  - A written statement from the supplier that any conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to any encumbrance or charge.
  - Include for products purchased from a supplier by a subcontractor or manufactured or assembled by any subcontractor:  
Copies of the subcontract with the subcontractor and a written statement from the subcontractor that any conditions relating to the passing of property have been fulfilled.

### A33 QUALITY STANDARDS/ CONTROL

#### MATERIALS AND WORK GENERALLY

- 110 GOOD PRACTICE: Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:
- Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and
  - In accordance with relevant good building practice.
- 120 GENERAL QUALITY OF PRODUCTS:
- Products to be new unless otherwise specified.
  - For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by CA.
  - Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by CA.
  - Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance.
  - Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together.
  - If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.
- 130 PROPRIETARY PRODUCTS:
- Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions.

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- Inform CA if these conflict with any other specified requirement. Submit copies to CA when requested.
- The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturers' literature current at date of tender.
  - Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform CA and do not place orders for or use the affected products without further instructions.
  - Where British Board of Agrément certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.
- 140 CHECKING COMPLIANCE OF PRODUCTS: Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:
- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
  - All accessories and fixings which should be supplied with the goods have been supplied.
  - Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance.
  - The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
  - The products are clean, undamaged and otherwise in good condition.
  - Any products which have a limited shelf life are not out of date.
- 150 PROTECTION OF PRODUCTS:
- Prevent over-stressing, distortion and any other type of physical damage.
  - Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work.
  - Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products.
  - Prevent excessively high or low temperatures and rapid changes of temperature in the products.
  - Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
  - Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
  - Keep different types and grades of products separately and adequately identified.
  - So far as possible keep products in their original wrappings, packings or containers, until immediately before they are used.
  - Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.
  - Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.

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- 160 SUITABILITY OF RELATED WORK AND CONDITIONS: Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, ensure that:
- Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.
  - All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.
  - The environmental conditions are suitable, particularly that the building is suitably weathertight when internal components, services and finishes are installed.
- 170 GENERAL QUALITY OF WORKMANSHIP:
- Operatives must be appropriately skilled and experienced for the type and quality of work.
  - Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
  - Inspect components and products carefully before fixing or using and reject any which are defective.
  - Fix or lay securely, accurately and in alignment.
  - Where not specified otherwise, select fixing and jointing methods and types, sizes and spacings of fastenings in compliance with section Z20. Fastenings to comply with relevant British Standards.  
Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not overtighten fixings.
  - Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.
  - Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval.
- 180 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.
- 190 WORKMANSHIP SKILLS
- Operatives: Appropriately skilled and experienced for the type and quality of work.
  - Registration: With Construction Skills Certification Scheme.
  - Evidence: Operatives must produce evidence of skills/ qualifications when requested.
- 200 QUALITY OF EXECUTION
- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.

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	<ul style="list-style-type: none"> <li>- Colour batching: Do not use different colour batches where they can be seen together.</li> <li>- Dimensions: Check on-site dimensions.</li> <li>- Finished Work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.</li> <li>- Location and fixing of products: Adjust joints open to view so they are even and regular.</li> </ul>		
210	<b>COMPLIANCE</b> <ul style="list-style-type: none"> <li>- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.</li> <li>- Compliance with performance specifications: Submit evidence of compliance, including test reports indicating: <ul style="list-style-type: none"> <li>- Properties tested.</li> <li>- Pass/ fail criteria.</li> <li>- Test methods and procedures.</li> <li>- Test results.</li> <li>- Identity of testing agency.</li> <li>- Test dates and times.</li> <li>- Identities of witnesses.</li> <li>- Analysis of results.</li> </ul> </li> </ul>		
220	<b>INSPECTIONS</b> <ul style="list-style-type: none"> <li>- Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:</li> <li>- Date of inspection.</li> <li>- Part of the Work inspected.</li> <li>- Respects or characteristics which are approved.</li> <li>- Extent and purpose of the approval.</li> <li>- Any associated conditions.</li> </ul>		
230	<b>RELATED WORK</b> <ul style="list-style-type: none"> <li>- 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: <ul style="list-style-type: none"> <li>- Appropriately complete.</li> <li>- In accordance with the project documents.</li> <li>- To a suitable standard.</li> <li>- In a suitable condition to receive the new work.</li> </ul> </li> <li>- Preparatory Work: Ensure all necessary preparatory Work has been carried out.</li> </ul>		
240	<b>MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS</b> <ul style="list-style-type: none"> <li>- General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.</li> <li>- Changes to recommendations or instructions: Submit details.</li> <li>- Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.</li> <li>- Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.</li> </ul>		
250	<b>WATER FOR THE WORKS</b> <ul style="list-style-type: none"> <li>- Mains supply: Clean and uncontaminated.</li> </ul>		
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- Other: Do not use until:
- Evidence of suitability is provided.
- Tested to BS EN 1008 if instructed.

## **SAMPLES/ APPROVALS**

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

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

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

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

290 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 the CA of any discrepancies and obtain instructions before proceeding.
- Inform: When complete and before commencing construction.

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- 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/ or appearance of relevant aspects of partially finished work.
  - General tolerances (maximum): To BS 5606, tables 1 and 2.

### **SERVICES GENERALLY**

- 410 SERVICES REGULATIONS
- New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.
- 420 ELECTRICAL INSTALLATION CERTIFICATE
- Submit: When relevant electrical work is completed.
  - Original certificate: To be lodged in the Building Manual.
- 430 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 other Works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.
- 440 MECHANICAL AND ELECTRICAL SERVICES
- Final tests and commissioning: Carry out so that all services are in full Working order at completion of the works.
  - Building Regulations notice: Copy to be lodged in the Building Manual.

### **SUPERVISION/ INSPECTION/ DEFECTIVE WORK**

- 515 CO-ORDINATION OF ENGINEERING SERVICES: The site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering services, one with another and each in relation to the Works generally. Submit to the CA, when requested, CVs or other documentary evidence relating to the staff concerned.
- 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.
- 540 DEFECTS IN EXISTING CONSTRUCTION to be reported to CA without delay. Obtain instructions before proceeding with work which may:
- Cover up or otherwise hinder access to the defective construction, or
  - Be rendered abortive by the carrying out of remedial work.
- 560 TIMING OF TESTS AND INSPECTIONS: Agree dates and times of tests and inspections with CA several days in advance, to enable the CA and other affected parties to be present. On the previous working day to each such test

or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.

#### 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.
- Remove all temporary markings, coverings and protective wrappings 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 consequent upon the execution of the work.
- 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 these for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up minor faults in newly painted/repainted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- 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.

#### 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 itemised schedule, retaining duplicate schedule signed by Employer as a receipt.

730 MAKING GOOD DEFECTS: Make arrangements with the Employer and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform CA when remedial works to the various parts of the Works are completed.

### A34 SECURITY/ SAFETY/ PROTECTION

#### SECURITY, HEALTH AND SAFETY

#### 110 PRECONSTRUCTION INFORMATION

- Location: Integral with the project Preliminaries, including but not restricted to the following sections:
- Description of project: Sections A10 and A11.

- Client's consideration and management requirements: Sections A12, A13 and A36.
  - Environmental restrictions and on-site risks: Section A12, A35 and A34.
  - Significant design and construction hazards: Section A34.
  - The Health and Safety File: Section A37.
- 120 HSE APPROVED CODES OF PRACTICE: Comply with the following:
- Management of health and safety at work.
  - Managing construction for health and safety.
- 130 SECURITY: Adequately safeguard the site, the works, products, materials, plant, and any existing buildings affected by the works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the works and adjoining property.
- 140 STABILITY: Accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary. Prevent overloading.
- 150 OCCUPIED PREMISES: The existing building will not be occupied and/or used during the Contract.
- 160 EXECUTION HAZARDS
- Common hazards: Not listed. Control by good management and site practice.
  - Significant hazards: The design of the project includes the following:
  - Hazard: Working with electrical and gas supplies.
  - Precautions assumed: Isolate supply before Works.
  - Hazard: Working at heights.
  - Precautions: Provide appropriate access equipment following site specific risk assessments.
  - Hazards: Dust from demolition of internal walls and cutting practices.
  - Precautions: Wear appropriate PPE (goggles, masks and gloves) at all times.
  - Hazard: Heavy Lifting/Manual handling
  - Precautions: Use appropriate lifting equipment where possible. Make a suitable and sufficient assessment of any hazardous manual handling operations that cannot be avoided.
  - Hazards: Working in unoccupied property.
  - Precautions: Maintain security of the construction site at all times.
- 170 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.
- 180 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.

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

- 200 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.

### PROTECT AGAINST THE FOLLOWING

- 330 NOISE CONTROL
- Standard: Comply with the recommendations of BS 5228-1, in particular clause 9.3, 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:
  - Pneumatic drills and other noisy appliances without consent during the hours of 6:00PM to 8:00AM.
  - Do not use or permit employees to use radios or other audio equipment in ways or at times which may cause nuisance.

- 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.

- 390 SMOKING ON SITE
- Smoking on site: Is Not permitted.

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| 400 BURNING ON SITE  |   |   |
| - Burning on site: <u>Is Not permitted.</u>  |   |   |
| 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 materials 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 particle, toxins and other micro organisms are within acceptable levels.  |   |   |
| 430 WASTE  |   |   |
| - Includes: Rubbish, debris, spoil, surplus material, containers and packaging.  |   |   |
| - General: Minimise 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.  |   |   |
| <b>PROTECT THE FOLLOWING</b>   |   |   |
| 500 WORK IN ALL SECTIONS: Adequately protect all types of work and all parts of the works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur. |   |   |
| 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.  |   |   |
| - The employer will notify adjacent owners of the proposed works.  |   |   |
| - Identification: Before starting Work, check and mark positions of existing mains services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.  |   |   |
| - Work adjacent to services:   |   |   |



- Observe service authority's recommendations for work adjacent to existing services.
  - 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 damage to services results from the execution of the Works, notify CA and appropriate service authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor's liability.
  - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as 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: Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising.
- 530 EXISTING TOPSOIL/ SUBSOIL
- Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
  - Adequately protect and preserve, except those which are to be removed.
  - Protection: Before starting work submit proposals for protective measures.
- 540 RETAINED TREES/ SHRUBS/ GRASSED AREAS
- Protection: Preserve and prevent damage, except those not required.
  - Replacement: Mature trees and shrubs which, due to the Contractor's negligence, are uprooted, destroyed, or in the opinion of the CA, damaged beyond reasonable chance of survival in their original shape, must be replaced with those of a similar type and age at the Contractor's expense.
- 560 EXISTING FEATURES
- Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas, stones and other site features, which are to remain in position during execution of the Works.
- 570 EXISTING WORK
- Protection: Prevent damage to existing work, building structure or other property close by during the course of the work.
  - Removal: Minimum amount necessary.
  - Replacement Work: To match existing.

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**630 EXISTING STRUCTURES**

- Duty: Check proposed on methods of Work for effects on the structure inside and outside.
- 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.
- Support existing structure as necessary during forming new/cutting of new openings or replacement of any structural parts.
- Do not remove support 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 for use in the works as instructed.

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

- A35/130 METHOD/ SEQUENCE OF WORK
- Specific Limitations: Include in the programme for maintaining:
- Complete the external alteration to walls, doors roof and external drainage at as soon as possible.
- Retain access to football equipment stored in changes rooms 3 & 4 and the store located to the right of the building during the Works. This will be required evenings and weekends from WC 28<sup>th</sup> July 2025. A programme of this is included in Appendix K.

**170 WORKING HOURS**

- Specific limitations: Between the hours of 7.30 am to 5pm, Monday to Friday. Weekend/Bank holiday Working will not be allowed without the express permission of the CA.

**A36 FACILITIES/ TEMPORARY WORKS/ SERVICES**

**ACCOMMODATION**

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

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

261 SANITARY ACCOMMODATION: Provide and maintain in a clean condition sanitary accommodation for the Employer's representatives, either separate or shared with the Contractor's supervisory staff. Maintain in clean condition. (See Drawing ref 005\_T1).

371 NAME BOARDS/ADVERTISEMENTS:

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

230 TEMPORARY ACCOMMODATION

- Proposals for temporary accommodation and storage for the Works: Submit 1 weeks prior to starting on site. (See Drawing ref 005\_T1).
- Details to be included: Type of welfare accommodation and any storage, its siting and programme for site installation and removal.
- Facilities: Welfare and sanitary accommodation will not be provided by the Employer for the duration of the contract.
- The contractor is to allow for providing suitable welfare provision for operatives within the contractor's designated site compound area.
- The Principal Contractor is to provide suitable additional and accessible toileting facilities for use by Sileby Juniors football club in the evening and at weekends as of WC 28<sup>th</sup> July 2025 for mid-week training and weekend matches. Basic provision required is two WC's with hand washing facilities.
- Facilities to be accessible by the football teams during the evenings and weekends. Facilities to be cleaned regularly.
- Details for access to be agreed during the pre-start meeting with the employer.

**SERVICES AND FACILITIES**

410 LIGHTING

- Finishing Work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.

420 LIGHTING AND POWER: Electricity supply from the Employer's mains may be used for the Works.

430 WATER from the Employer's mains may be used for the Works.

440 TELEPHONES

- Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.
- Pay costs arising.

461 TEMPERATURE AND HUMIDITY: The permanent heating installation will not be available for drying out controlling temperature and humidity levels will not be available during the works.

- The Contractor must take responsibility for operation, maintenance and remedial work, and arrange supervision by and indemnification of the appropriate Subcontractors, and pay costs arising.

500 METER READINGS: Where charges for service supplies need to be apportioned ensure that meter readings are taken by relevant authority at possession and/or completion as appropriate. Ensure that copies of readings are supplied to interested parties.

## 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:
- Format: Hard Copy & Electronic PDF.
- Number of copies: 1no. Hard Copy & Electronic.
- Delivery to: Contract Administrator (1 week) before Practical Completion.

#### 115 THE HEALTH AND SAFETY FILE

- Responsibility: The Contractor.
- Content: Obtain and provide the following information:
- Brief description of the Works
- Details of any remaining hazards
- Any key structural principles
- Any hazardous materials
- Information regarding the removal or dismantling of installed plant and equipment
- Details of any equipment provided for cleaning or maintenance
- Details of any significant services
- As Built Drawings & Information.
- Format: Hard Copy & Electronic PDF.
- Delivery to: Contract Administrator (1 week) before 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.

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**A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF**

110 MANAGEMENT AND STAFF

- Full-time supervision of the works for the duration of the contract.

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

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

110 SITE ACCOMMODATION

- Provide self-contained welfare facilities unit to include toilet and washing facilities independent of any connection to mains services for both the principal contractors employees/operatives, subcontract site staff and visitors for the duration of the works. See dwg 005\_T1 for proposed welfare siting. Final location of welfare facilities to be proposed by agreed with principal contractor at the pre-start meeting.
- Provide 2 no. independent toilet and wash hand facilities for Sileby Juniors football club for evening training and weekend matches as described in the Preconstruction Information Pack. Access is to be made available independently as part of the site set up. Final location to be proposed by the principal contractor in liaison with the employer at the pre-start meeting. Refer to football programme provided in Appendix K.

**A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES**

For details of services and facilities required or made/not made available by the Employer see section A36.

110 POWER

120 LIGHTING

130 FUELS (excluding fuels for testing and commissioning)

140 WATER

150 TELEPHONE AND ADMINISTRATION

160 SAFETY, HEALTH AND WELFARE ACCOMMODATION

170 STORAGE OF MATERIALS

180 RUBBISH DISPOSAL

190 CLEANING

200 DRYING OUT

210 PROTECTION OF WORK IN ALL SECTIONS

220 SECURITY

230 MAINTAINING PRIVATE ROADS

240 SMALL PLANT AND TOOLS

310 ADDITIONAL SERVICES AND FACILITIES ITEMS: Insert below further cost items as may be required with charges as appropriate:

**A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT**

120 MECHANICAL HOISTS

**A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS**

130 ACCESS SCAFFOLDING

140 SUPPORT SCAFFOLDING AND PROPPING

150 HERAS FENCING, HOARDINGS, SIGNAGE ETC.

250 ADDITIONAL TEMPORARY WORKS ITEMS: Insert below further cost items as may be required.

**A54 PROVISIONAL WORK/ ITEMS.**

580 PROVISIONAL SUMS

- Provide **Provisional Sum of £5,000.00** for Works that cannot be fully defined.

590 CONTINGENCIES

- Provide **Contingency Sum of £5,000.00** for unforeseen Works.

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**Preliminaries carried foward**

Conditions of Contract and Preliminaries: .....

Provisional Sums: .....

Contingency: .....

Carried forward .....