TYPCIAL PRELIMINARIES AND GENERAL CONDITIONS FOR SPORTS LIGHTING FRAMEWORK AGREEMENT

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A10 PROJECT PARTICULARS

110A THE FRAMEWORK

Through this procurement, which forms part of the inspired themed round, Sport England wishes to select Providers on to a framework to undertake the design and installation of new and to be refurbished external sports lighting in locations across England.

There may be several different sports played at each location and the scope of the projects includes various sizes of pitch to permit various levels of competition.

The requirements for new installations will include visiting sites, surveying sites for condition and suitability, preparing feasibility reports including outline design proposals, consulting with local Planning & Building Control departments, preparation and submission of necessary Planning and Building Control applications, developing detailed design solutions; developing a cost plan, and delivering works to completion including commissioning, provision of operating manuals, and handover to client.

The Providers should satisfy themselves that there is capacity to extend all existing services networks including electrical supply by consulting the local utilities supplier.

The Provider may have other Providers working at the site at the same time as the delivery of their works.

115 THE PROJECT

- The Scope of each Project will be developed by the Client and the Provider.

120A EMPLOYER (CLIENT)

The Framework Agreements shall be readily available for use by:

- National Governing Bodies of sport (e.g. the English and Wales Cricket Board, England Netball, England Hockey)
- National funded partners (e.g. Women's Sport and Fitness Foundation, English Federation for Disability Sport)
- National Sports Centres and their Operators
- Central government
- Local government
- County sport partnerships
- Higher and Further education
- The commercial sector

All Bodies should be able to benefit from these established Framework Agreements

130A PRINCIPAL CONTRACTOR (CDM)

- The Provider

140A CONTRACT ADMINISTRATOR (HEREIN REFERRED TO AS 'CA')

- Name: The Provider (should this option be undertaken - Refer

150A CDM COORDINATOR

- The Provider

A11 TENDER AND CONTRACT DOCUMENTS

160A PRECONSTRUCTION INFORMATION

- Format: The Preconstruction information, design and specification and the Contract price is to be developed and agreed jointly with the Applicant and the

Provider.

A12 THE SITE/ EXISTING BUILDINGS

115 SITE/EXISTING BUILDINGS

The Provider is to establish the following in developing the proposals:

- Existing facilities on/adjacent to the site
- Existing Mains and Services
- Soil and ground water conditions
- Access and site restrictions
- Health and Safety hazards
- Traffic restrictions

A13 DESCRIPTION OF THE WORK

120 THE WORKS

- Description: To be developed jointly with the Applicant and the Provider.

A20 CONTRACT

JCT FRAMEWORK AGREEMENT: The contract: JCT Framework Agreement (2007)

UNDERLYING CONTRACTS

The Underlying Contracts that will be used for the individual Contracts would be as follows:

- Pre- Contract Stage - JCT Pre-Construction Services Agreement
- Construction Stage –
  - JCT Minor Works Building Contract with Contractor's Design
  - JCT Intermediate Building Contract with Contractor's Design
  - NEC Option A Priced Activity Schedule
- The Selection of the Contract, design and specification and the Contract price is to be developed and agreed jointly with the Applicant and the Provider

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.

130 PARTNERING

- Process: Comply with the principles set out in JCT Practice Note 4 (Series 2) 'Partnering'.
- Charter: Complete the relevant sections of the JCT 'Non-binding partnering charter for single project'.

145 TENDERING PROCEDURE

- General: In accordance with JCT Practice Note 6 (Series 2) 'Main Contract Tendering'.
- Errors: Alternative 2 is to apply.

160 EXCLUSIONS

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

170 ACCEPTANCE OF TENDER

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

190 PERIOD OF VALIDITY

- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 90 days.
- Date for possession/ commencement: See section A20.

PRICING/ SUBMISSION OF DOCUMENTS

210 PRELIMINARIES IN THE SPECIFICATION

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

250A PRICED DOCUMENTS

- The Provider is to design and develop the scope of the project, undertake the necessary feasibility studies to ensure successful delivery of any planning permissions required and provide an accurate Guaranteed Maximum Price using the Rates and Schedule of Rates in the Framework Agreement as the basis to build-up the cost, together with any Specialist Subcontractor/Material prices.

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.

- Include:
  - A copy of the Provider'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: With the Tender.

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Content: Submit the following information within one week of request:

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

SUBLETTING/ SUPPLY

630 DOMESTIC SUBCONTRACTS

General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.

645 'LISTED' DOMESTIC SUBCONTRACTORS

- General: Contract Documents provide that certain work must be carried out by a person of the Provider's choice selected from a list of not less than three persons given therein.
- The selected person: Will become a subcontractor as provided for in the Contract Condition for Subletting.

- Additions to lists:
  - The Employer or Employer's representative may, but only with the consent of the Provider which shall not be unreasonably withheld, add additional person(s) to the list at any time prior to the execution of a binding subcontract agreement.
  - The Provider may, but only with consent, which will not be unreasonably withheld, add additional persons to the list and must, if requested, submit (in an approved form) evidence of the suitability of such additional person(s). Wherever possible, submissions for addition of person(s) must be made, and consent obtained, before return of the tender. When any submission for addition of person(s) is made with the tender the consequences, if any, to the tender price compared to the use of the listed persons are to be made clear or the tender will be treated as qualified.
- Shortage of names: If at any time prior to execution of a binding subcontract agreement less than three persons named in the list (including any persons added as provided above) are able and willing to carry out the relevant work, give notice without delay. The Employer will then forthwith add the names of other persons as provided above so that the list comprises not less than three such persons, or confirm that no names will be added. If the Employer fails to do either within one week of the Provider's notification the Provider, who may subcontract in accordance with the Contract, must carry out the work.
- Agreement: Before the start of work to which the list relates enter into a binding subcontract agreement and confirm that this has been done, giving the name of the selected subcontractor.

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.

120A 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 to the Client unless specified otherwise.
- Response: Do not proceed until response has been received.

130 PRODUCTS

- Definition: Materials, both manufactured and naturally occurring, and Works, including components, equipment and accessories, intended for the permanent incorporation in the Works.
- Includes: Works, plant, materials, site materials and things for incorporation into the Works.

135 SITE EQUIPMENT

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

140 DRAWINGS

- Definitions: To BSRIA BG 6/2009 A design framework for building services. Design

activities and drawing definitions.
- CAD data: In accordance with BS 1192.

160 TERMS USED IN SPECIFICATION

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: 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 manufacturer's technical literature current on the date of the invitation to tender.

200 SUBSTITUTION OF PRODUCTS

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

- Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

210 CROSS REFERENCES

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

230 EQUIVALENT PRODUCTS

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

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 SIZES

- General dimensions: Products are specified by their co-ordinating sizes.
- Timber: Cross section dimensions shown on drawings are:
  - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
  - Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

420 DRAWINGS

- For the purposes of tendering it is assumed that the proposed Applicant will have no existing information available.

DOCUMENTS PROVIDED BY PROVIDER/ SUBCONTRACTORS/ SUPPLIERS

510A PROVIDER'S DESIGN DOCUMENTS

- The Provider in conjunction with the Applicant is to design and develop the scope of the project, undertake the necessary feasibility studies to ensure successful delivery of any planning permissions required and provide an accurate Guaranteed Maximum Price using the National Schedule of Rates as the basis to build-up the cost, together with any Specialist Subcontractor/Material prices.
- The Provider is to provide all necessary drawings and specifications

620A AS BUILT DRAWINGS AND INFORMATION

- The Provider is to provide all as built drawings and information.
- Submit: At least two weeks before date for completion.

630 TECHNICAL LITERATURE

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

640A MAINTENANCE INSTRUCTIONS AND GUARANTEES

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

- Information location: Building Manual.

A32 MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION

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

120 INSURANCE

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

125 PROFESSIONAL INDEMNITY INSURANCE

- Provide and maintain insurance in respect of Contractor Designed Works:
  - Level of cover: Relates to claims or series of claims arising out of one event.
  - Period of insurance for these purposes: one year.
- Amount of indemnity required: £ 1 million.
- Limit of cover for pollution/ contamination claims (If none is stated, the required level of cover shall be the full amount of the indemnity cover stated): £ 1 million.
- Expiry of required period of CDP Professional Indemnity insurance: twelve years (If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works).
- Documentary evidence: Submit details before starting work on site and/ or policies and receipts for the insurances required.
  - Format: Copy of Policy.

130 INSURANCE CLAIMS

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

150 OWNERSHIP

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

PROGRAMME/ PROGRESS

210A PROGRAMME

- Agree programme of works with the Applicant

245 START OF WORK ON SITE

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

250A 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.

260A SITE MEETINGS

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency and Location: Agree with the Applicant Accommodation: Ensure availability at the time of such meetings.
- Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
- Chairperson (who will also take and distribute minutes): Contract Administrator.

280A PHOTOGRAPHS

- Agree number, type an frequency with the Client.

290 NOTICE OF COMPLETION

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

CONTROL OF COST

330 COST REPORTING

- Agree method and frequency of cost reporting with the Applicant.

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.

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

110 INCOMPLETE DOCUMENTATION

- General: Where and to the extent that products or work are not fully documented, they are to be:
  - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
  - Suitable for the purposes stated or reasonably to be inferred from the project documents.

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

120 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.

130 QUALITY OF PRODUCTS

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

135 QUALITY OF EXECUTION

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

140 COMPLIANCE

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

150 INSPECTIONS

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

160 RELATED WORK

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

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

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

- Changes to recommendations or instructions: Submit details.
- Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
- Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

180 WATER FOR THE WORKS

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

210 SAMPLES

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

220 APPROVAL OF PRODUCTS

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

230 APPROVAL OF EXECUTION

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

ACCURACY/ SETTING OUT GENERALLY

320 SETTING OUT

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

330 APPEARANCE AND FIT

- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
  - Submit proposals; or
  - Arrange for inspection of appearance of relevant aspects of partially finished work.
- General tolerances (maximum): To BS 5606, tables 1 and 2.

360 RECORD DRAWINGS

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

SERVICES GENERALLY

410 SERVICES REGULATIONS

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

420 WATER REGULATIONS/ BYELAWS NOTIFICATION

- Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.
- Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

430 WATER REGULATIONS/ BYELAWS CONTRACTOR'S CERTIFICATE

- On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:
  - The address of the premises.
  - A brief description of the new installation and/ or work carried out to an existing installation.
  - The Provider's name and address.
  - A statement that the installation complies with the relevant Water Regulations or Byelaws.
  - The name and signature of the individual responsible for checking compliance.
  - The date on which the installation was checked.

435 ELECTRICAL INSTALLATION CERTIFICATE

- Submit: When relevant electrical work is completed.
- Original certificate: To be lodged in the Building Manual (see section A37).

440 GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE

- Before the completion date stated in the Contract: Submit a certificate stating:
  - The address of the premises.
  - A brief description of the new installation and/ or work carried out to an existing installation.
  - Any special recommendations or instructions for the safe use and operation of appliances and flues.
  - The Provider's name and address.
  - A statement that the installation complies with the appropriate safety, installation and use regulations.
  - The name, qualification and signature of the competent person responsible for checking compliance.
  - The date on which the installation was checked.
- Certificate location: Building Manual.

445 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.

450 MECHANICAL AND ELECTRICAL SERVICES

- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
- Building Regulations notice: Copy to be lodged in Building Manual.

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

525 ACCESS

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

540 DEFECTS IN EXISTING WORK

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

560 TESTS AND INSPECTIONS

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

570 AIR PERMEABILITY

- Method: Pressure test in accordance with the ATTMA publication: TS 1: Measuring Air Permeability of Building Envelopes
- Requirement: Air leakage not to exceed 10 $m^3/(h.m^2)$ at an internal to external pressure difference of 50 Pascals.
- Results: Submit To CA.
- Copy: To be lodged in Building Manual.

580 CONTINUITY OF THERMAL INSULATION

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

595A ENERGY PERFORMANCE CERTIFICATE

- Assessment: Undertaken by a member of an approved accreditation scheme. Submit details of scheme name and evidence of qualifications when requested.
  - Building Type: Non-dwelling.
  - Method: Provider's choice.
- Format:
  - Certificate: To be incorporated in the Building Manual.

Submit: Before the date for completion stated in the contract.

610 DEFECTIVE PRODUCTS/ EXECUTIONS

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

WORK AT OR AFTER COMPLETION

710 WORK BEFORE COMPLETION

- General: Make good all damage consequent upon the Works. Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

720 SECURITY AT COMPLETION

- General: Leave the Works secure with, where appropriate, all accesses closed and locked.
- Keys: Account for and adequately label all keys and hand over to Employer with itemized schedule, retaining duplicate schedule signed by Employer as a receipt.

730 MAKING GOOD DEFECTS

- Remedial work: Arrange access with Employer.
- Rectification: Give reasonable notice for access to the various parts of the Works.
- Completion: Notify when remedial works have been completed.

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

110A PRECONSTRUCTION INFORMATION

- Develop and Agree in conjunction with the Client. Take into account the following
  - Planning Requirements
  - Client's consideration and management requirements.
  - Environmental restrictions and on-site risks.
  - Significant design and construction hazards.
  - Working restictions.
  - Health and Safety.

120A EXECUTION HAZARDS

- Common hazards: Not listed. Control by good management and site practice.

130A 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.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer/ Client no later than two weeks before commencement on site.
- Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the

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

150 SECURITY

- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
- Special requirements: Agree with Client.

160 STABILITY

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

170A OCCUPIED PREMISES

- Extent: Existing buildings may be occupied and/ or used during the Contract, agree sequence of works with the Client.
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Provider, provided that such overtime is authorized in advance.

PROTECT AGAINST THE FOLLOWING

330A NOISE CONTROL

- Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
- Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a typerecommended by manufacturers of the compressors, tools or vehicles.
- Restrictions: Do not use:
  - Pneumatic drills and other noisy appliances without consent.
  - Radios or other audio equipment or permit employees to use in ways or at times that 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.

350 PESTICIDES

- Use: Not permitted.

360 NUISANCE

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

370 ASBESTOS CONTAINING MATERIALS

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

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

375A ANTIQUITIES

- Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the Works.
- Preservation: Keep objects in the exact position and condition in which they were found.

380 FIRE PREVENTION

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

390 SMOKING ON SITE

- Smoking on site: Not permitted.

400 BURNING ON SITE

- Burning on site: Not permitted.

410 MOISTURE

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

420 INFECTED TIMBER/ CONTAMINATED MATERIALS

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

430 WASTE

- Includes: Rubbish, debris, spoil, containers and surplus material.
- Minimize: Keep the site and Works clean and tidy.
- 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.
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- Waste transfer documentation: Retain on site.

440 ELECTROMAGNETIC INTERFERENCE

- Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.

PROTECT THE FOLLOWING

510 EXISTING SERVICES

- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before

commencing site operations.

- Identification: Before starting work, check and mark positions of mains/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- Work adjacent to services:
  - Comply with service authority's/ statutory undertaker's recommendations.
  - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
- Identifying services:
  - Below ground: Use signboards, giving type and depth;
  - Overhead: Use headroom markers.
- Damage to services: If any results from execution of the Works:
  - Immediately give notice and notify appropriate service authority/ statutory undertaker.
  - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
  - Any measures taken to deal with an emergency will not affect the extent of the Provider's liability.
- Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

520 ROADS AND FOOTPATHS

- Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
- Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.

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.
- 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 if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Provider's negligence, must be replaced with those of a similar type and age at the Provider's expense.

560A EXISTING FEATURES

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

570 EXISTING WORK

- Protection: Prevent damage to existing work, structures or other property during the course of the work.
- Removal: Minimum amount necessary.
- Replacement work: To match existing.

580 BUILDING INTERIORS

- Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.

600A EXISTING FURNITURE, FITTINGS AND EQUIPMENT

- Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.
- Extent: Before work in each room starts agree with the Employer who will remove all items.

620 ADJOINING PROPERTY

- Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property.

625 ADJOINING PROPERTY RESTRICTIONS

- Precautions:
  - Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
  - Pay all charges.
  - Remove and make good on completion or when directed.
- Damage: Bear cost of repairing damage arising from execution of the Works.

630 EXISTING STRUCTURES

- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:
  - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
  - Do not remove until new work is strong enough to support existing structure.
  - Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.
- Standard: Comply with BS 5975 and BS EN 12812.

640 MATERIALS FOR RECYCLING/ REUSE

- Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
- Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.

A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING

160 USE OR DISPOSAL OF MATERIALS

- Specific limitations: To be agreed with the Applicant.

170 WORKING HOURS

- Specific limitations: Agree with Applicant.

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

GENERALLY

110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

- Location: Give notice of intended siting.
- Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

ACCOMMODATION

230 TEMPORARY ACCOMMODATION

- Proposals for temporary accommodation and storage for the Works: Submit

two weeks prior to starting on site.

- Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.

TEMPORARY WORKS

310A ROADS AND FOOTPATHS

- Agree the use of any Permanent roads, hard standings and footpaths on the site with the Applicant. Design and provide any necessary protection and make good as necessary upon completion.

320A TEMPORARY WORKS

- Design and agree all temporary works.

340A NAME BOARDS/ ADVERTISEMENTS

- Name boards/ advertisements: Agree Design, type and format with the Applicant.

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.

420A LIGHTING AND POWER

- The Provider has to provide all lighting and power to carry out the works. The Employer will not be responsible for the consequences of failure or restriction in supply.

430A WATER

- The Provider has to provide all necessary water supplies to carry out the works. The Employer cannot guarantee that any services will be available.

440 TELEPHONES

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

520 USE OF PERMANENT HEATING SYSTEM

- Permanent heating installation: May be used for drying out the Works/ services and controlling temperature and humidity levels.
- Installation: If used:
  - Take responsibility for operation, maintenance and remedial work.
  - Arrange supervision by and indemnification of the appropriate Subcontractors.
  - Pay costs arising.

530A BENEFICIAL USE OF INSTALLED SYSTEMS

- Permanent systems: Unless specific permission is given by the Employer and installer, do not use for any purpose other than running in, testing and commissioning. " Other uses: If permission is given for any other use of a system before the Works are accepted as complete, it must be subject to a separate written agreement between the parties.

540 METER READINGS

- Charges for service supplies: Where to be apportioned ensure that:
  - Meter readings are taken by relevant authority at possession and/ or completion as appropriate. Copies of readings are supplied to interested parties.

550 THERMOMETERS

- General: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

570 PERSONAL PROTECTIVE EQUIPMENT

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

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

GENERALLY

110A THE BUILDING MANUAL

- Responsibility: The Provider
- Content: Obtain and provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works, including all buildings and their systems to enable efficient and safe operation and maintenance.
- Format: Hard copy and Electronic.
- Number of copies: 2.
- Delivery to: The Applicant by (date) 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.

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 MANAGEMENT AND STAFF

- Cost significant items: Include in percentage adjustment to the rates .

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

110 SITE ACCOMMODATION

- Details: Site accommodation required or made/ not made available by the Employer: See section A36.
- Cost significant items: Include in percentage adjustment to the rates.

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

110 SERVICES AND FACILITIES

- Details: Services or facilities required or made/ not made available by the Employer: See section A36.
- Cost significant items: Include in percentage adjustment to the rates.

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

110 MECHANICAL PLANT

- Cost significant items: Include in percentage adjustment to the rates.

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

110 TEMPORARY WORKS

- Details: Temporary works required or made/ not made available by the Employer: See section A36.
- Cost significant items: Include in percentage adjustment to the rates.