PR24 - 2474

CQS Solutions

Newtown and Llanllwcharian Town Council

Refurbishment of Existing Public Toilets, Gravel Car Park, Newtown

Refurbishment of Existing Public Toilets Rev A

03-07-2025

Refurbishment of Existing Public Toilets, Gravel Car Park, Newtown, SY16 1AA

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A10
Project particulars

Clauses

110 The Project

1. Name: Refurbishment of Existing Public Toilets
2. Location: Gravel Car Park
   Newtown
   Powys
   SY16 1AA
3. Timescale for construction work: To Be Agreed

120 Employer (client)

1. Name: Newtown And Llanllwcharian Town Council
2. Address: The Cross
   Broad Street
   Newtown
   Powys
   SY16 2BB
3. Contact: Hannah Morris
4. Telephone: 01686 625544
5. Email: hannah.morris@newtown.org.uk

140 Architect/ contract administrator

1. Name: Hughes Architects
2. Address: 29 Broad Street
   Newtown
   Powys
   SY16 2BQ
3. Contact: Richard Lewis
4. Telephone: 01686 610311
5. Email: richard.lewis@hughesarchitects.co.uk

150 Principal designer

1. Name: Powys Safety Solutions
2. Address: PO Box 139
   LLANIDLOES
   SY16 9BE
3. Contact: Keith Foster
4. Telephone: 01686 412048
5. Email: keith@powyssafety.co.uk

160 Quantity Surveyor

1. Name: Bowen Consultants
2. Address: Suite 6
   Coed Y Dinas
   Welshpool

Powys
SY21 8RP

3. Contact: Alwyn Williams
4. Telephone: 01686 625 455
5. Email: alwyn@bowenconsultants.co.uk

Ω End of Section

A11
Tender and contract documents

Clauses

110 Tender drawings

1. The tender drawings are: 4.1.100 Rev B - Demolition Plan
   4.1.110 Rev B - Existing Elevations
   4.1.200 Rev C - Proposed Plan
   4.1.210 Rev B - Proposed Elevations
   4.1.300 Rev A - Proposed Electrical Layout
   4.1.400 Rev B - Proposed Finishes Plan
   4.1.500 Rev A - Proposed Door and Window Schedule

120 Contract drawings

1. The contract drawings: The same as the tender drawings.

160 Pre-construction information

1. Format: The pre-construction information is described in these Preliminaries in section A34. It refers to information given elsewhere in the Preliminaries, specification, drawings and associated documents.

Ω End of Section

A12
The site/ existing buildings

Clauses

110 The site

1. Description: Existing Public Toilets at the Public Gravel Car Park, Newtown

170 Site investigation

1. Report: Included in the tender documents.

200 Access to the site

1. Description: The Entrance to to site is through the Public Car Park (Gravel Car Park)
2. Access for inspections: Provide access at reasonable times for both on-site and off-site work.

210 Parking

1. Restrictions on parking of the Contractor's and employees' vehicles:
    1. There is no room for any Contractors Parking within the SIte Boundary. Contractors would need to park in the Pay and Display Public Car Park

220 Use of the site

1. General: Do not use the site for any purpose other than carrying out the Works.

230 Surrounding land/ building uses

1. General: Adjacent or nearby uses or activities are as follows:
    1.1. Public Car Park.

240 Health and safety hazards

1. General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up.
2. Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the works.
3. Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

250 Site visit

1. Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
2. Arrangements for visit: Hannah Morris - 01686 625544

Ω End of Section

A13
Description of the work

Clauses

120 The works

1. Description: Refurbishment of the Existing Public Toilets including the Creation of Area for Changing Place Room with a Ramp to the Rear of the Building

Ω End of Section

A20
JCT minor works building contract with contractor's design (MWD)

Clauses

JCT minor works building contract with contractor's design

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

The recitals

First - The Works and the Contract Administrator

- The work comprises: Refurbishment of the Existing Public Toilets including the Creation of Area for Changing Place Room with a Ramp to the Rear of the Building
- Architect/ Contract Administrator: See clause A10/140.

Second - Contractor's designed portion

- The Works include the design and construction of
  - Mechanical Installation, Electrical Installation and PV Installation.

Third - Contract documents

- Contract drawings: As listed in clause A11/120.
- Contract documents: The following have been prepared which show and describe the work to be done Work schedules.

Fourth - Priced documents

- Documents to be priced or provided by the Contractor: Work schedules

Articles

3 - Architect/ Contract Administrator

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

4 and 5 - Principal Designer/ Principal Contractor

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

Contract particulars

Fifth Recital and Schedule 2 - Base date

- Base date: Ten Days before the Tender Return Date

Fifth Recital and clause 4.2 - Construction industry scheme (CIS)

- Employer at base date is not a 'contractor' for the purposes of the CIS.

Sixth Recital - CDM Regulations

- The project is notifiable.

Eighth Recital and Schedule 3 - Supplemental provisions

- Collaborative working: Supplemental Provision 1 does not apply.
- Health and safety: Supplemental Provision 2 applies.
- Cost savings and value improvements: Supplemental Provision 3 applies.
- Sustainable development and environmental considerations: Supplemental Provision 4 applies.
- Performance indicators and monitoring: Supplemental Provision 5 does not apply.
- Notification and negotiation of disputes: Supplemental Provision 6 applies.
- Where Supplemental Provision 6 applies, the respective nominees of the parties are
  - Employer's nominee: To be Completed on Signing of the Contract
  - Contractor's nominee: TO BE COMPLETED BY CONTRACTOR
- Or such replacement as each party may notify to the other from time to time.

Article 7 - Arbitration

- Article 7 and Schedule 1 apply.

Clause 2.3 - Commencement and Completion

- Works commencement date: 27th August 2024
- Date for Completion: 31st December 2024

Clause 2.9 - Liquidated damages

- At the rate of £500 per calendar week or pro-rata thereto.

Clause 2.11 - Rectification period

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

Clause 4.3 - Interim payments

- Interim Valuation Dates
  - The first Interim Valuation Date is: to be agreed with the Contractor
  - Thereafter at intervals of: the same date in each month or the nearest Business Day in that month
- Payments due prior to practical completion
  - Percentage of total value of the work etc.: 95 per cent
- Payments becoming due on or after practical completion
  - Percentage of the total amount to be paid: 97½ per cent

Clause 4.3 and 4.8 - Fluctuations provision

- The following fluctuations provision applies: No fluctuations provision applies

Clause 4.8.1 - Supply of documentation for computation of amount to be finally certified

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

Clause 5.3 - Contractor's Public Liability insurance - injury to persons or property

- The required level of cover for any one occurrence or series of occurrences arising out of one event
  - Not less than: £5,000,000

Clauses 5.4A, 5.4B and 5.4C - Insurance of the works, etc. - alternative provisions

- Clause 5.4B applies.
- *5.4B (Works and existing structures insurance by the Employer in Joint Names).*
- Where clause 5.4A or 5.4B applies, percentage to cover professional fees: 15 per cent

Clause 7.2 - Adjudication

- The Adjudicator is: To be appointed by the nominating body
- Nominating body: Royal Institute of British Architects

Schedule 1 paragraph 2.1 - Arbitration

- Appointor of Arbitrator (and of any replacement): President or a Vice president of the: Royal Institute of British Architects.

The conditions - No Amendments

Section 1: Definitions and Interpretation

1.4 - Reckoning periods of days

- Amendments: None

1.8 - Applicable law

- Amendments: England and Wales

Section 2: Carrying out the Works - No Amendments

Section 3: Control of the Works - No Amendments

Section 4: Payment - No Amendments

Section 5: Injury, Damage and Insurance - No Amendments

Section 6: Termination - No Amendments

Section 7: Settlement of Disputes - No Amendments

Execution

Execution

- The contract: Will be executed under hand.

Contract guarantee bond - No Amendments

Ω End of Section

A30
Tendering/ subletting/ supply

Main contract tendering

110 Scope

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

145 Tendering procedure

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

160 Exclusions

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

170 Acceptance of tender

1. 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.
2. Costs: No liability is accepted for any cost incurred in the preparation of any tender.

190 Period of validity

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

Pricing/ submission of documents

210 Preliminaries in the specification

1. The Preliminaries/ General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7/ NRM2.

250 Priced documents

1. Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
2. Measurements: Where not stated, ascertain from the drawings.
3. Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
4. Submit: With tender

310 Tender

1. 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.

440 Schedule of rates

1. Schedule of rates (unpriced): Included with the tender documents. The contractor may insert additional items. All items must be fully priced.

2. Fully priced copy
    2.1. Submittal date: with the tender

510 Alternative method tenders

1. General: In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.
2. Alternative tenders: Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.
3. Safety method statement: Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
4. Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.
5. Submit: With tender

520 Design documents

1. Scope: Include the following in the Contractor's Proposals:
    1.1. Design drawings: Applies
    1.2. Technical information: Applies
2. Submit: With tender.

530 Substitute products

1. 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.
2. Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

550 Health and safety information

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

570 Outline construction phase health and safety plan

1. Content: Submit the following information within one week of request:
    1.1. Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
    1.2. Details of the management structure and responsibilities.
    1.3. Arrangements for issuing health and safety directions.
    1.4. Procedures for informing other contractors and employees of health and safety hazards.

1.5. Selection procedures for ensuring competency of other contractors, the self-employed and designers.

1.6. Procedures for communications between the project team, other contractors and site operatives.

1.7. Arrangements for cooperation and coordination between contractors.

1.8. Procedures for carrying out risk assessment and for managing and controlling the risk.

1.9. Emergency procedures including those for fire prevention and escape.

1.10. Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.

1.11. Arrangements for welfare facilities.

1.12. Procedures for ensuring that all persons on site have received relevant health and safety information and training.

1.13. Arrangements for consulting with and taking the views of people on site.

1.14. Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.

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

1.16. Review procedures to obtain feedback.

599 Freedom of Information Act

1. 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.
2. Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
3. Confidentiality: Maintain at all times.

Subletting/ supply - No Amendments

Ω End of Section

A31
Provision, content and use of documents

Definitions and interpretations

110 Definitions

1. Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated here or in the appropriate referenced document.

120 Communication

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

130 Products

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

135 Site equipment

1. Definition: Apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
2. Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
3. Excludes: Products and equipment or anything intended to form or forming part of the permanent works.

140 Drawings

1. Definitions: To BSRIA BG 6, 'A design framework for building services: Design activities and drawing definitions'.
2. CAD data: In accordance with ISO 19650.

145 Contractor's choice

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

150 Contractor's Design

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

155 Submit proposals

1. Meaning: Submit information in response to specified requirements.

160 Terms used in specification

1. 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 removal and disposal of associated pipework, wiring, ductwork or other services.

2. Remediate: Action or measures taken to lessen, clean up, remove or mitigate the existence of hazardous materials; in accordance with standards, or requirements as may be set out by statutes, rules, regulations or specification.
3. Fix: Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging. To include all labour, materials and site equipment for that purpose.
4. Supply and fix: As above, but including supply of products, components or systems to be fixed, together with everything necessary for their fixing. All products, components or systems are to be supplied and fixed unless stated otherwise.
5. Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, protect adequately and store until required by the employer/ purchaser, or until required for use in the works as instructed.
6. Keep for recycling: As 'keep for reuse', but relates to a naturally occurring material rather than a manufactured product.
7. Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
8. Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
9. Repair: Execute remedial work to restore something to its original working state. Make secure, sound and neat. Excludes redecoration and/ or replacement.
10. Refix: Fix removed products.
11. Ease: Adjust moving parts of designated products, or work to achieve free movement and good fit in open and closed positions.
12. 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.
13. System: Equipment, accessories, controls, supports and ancillary items (including installation) necessary for that section of the work to function.

170 Manufacturer and product reference

1. Definition: When used in this combination:
    1.1. Manufacturer: the person or legal entity under whose name or trademark the particular product, component or system is marketed
    1.2. Product reference: the proprietary brand name and/ or identifier by which the particular product, component or system is described.
2. 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

1. Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
2. Reasons: Submit reasons for the proposed substitution.
3. Documentation: Submit relevant information, including:
    3.1. manufacturer and product reference;
    3.2. cost;
    3.3. availability;
    3.4. relevant standards;
    3.5. performance;
    3.6. function;
    3.7. compatibility of accessories;
    3.8. proposed revisions to drawings and specification;

3.9. compatibility with adjacent work;

3.10. appearance;

3.11. copy of warranty/ guarantee.

4. Alterations to adjacent work: If needed, advise scope, nature and cost.
5. Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

210 Cross references

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

220 Referenced documents

1. Conflicts: Specification prevails over referenced documents.

230 Equivalent products

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

240 Substitution of standards

1. Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.
2. Before ordering: Submit notification of all such substitutions.
3. Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

250 Currency of documents and information

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

260 Sizes

1. General dimensions: Products are specified by their co-ordinating sizes.
2. Timber: Cross section dimensions shown on drawings are:

2.1. Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.

2.2. Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

Documents provided on behalf of the employer

440 Dimensions

1. Scaled dimensions: Do not rely on.

450 Measured quantities

1. Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.

2. Precedence: The specification and drawings shall override the measured quantities.

460 The specification

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

Documents provided by contractor/ subcontractors/ suppliers

600 Contractor's Design information

1. General: Complete the design and detailing of parts of the Works as specified.
2. Provide
   2.1. Production information based on the drawings, specification and other information.
   2.2. Liaison to ensure coordination of the work with related building elements and services.
3. Submit: Within one week of request.

620 As-built drawings and information

1. Contractor designed work: Provide drawings/ information:
   1.1. two complete sets.
2. Submit: At least two weeks before date for completion.

630 Technical literature

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

640 Maintenance instructions and guarantees

1. Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
2. Information location: In Building Manual.
3. Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: office hours only.

Ω End of Section

A32
Management of the works

Generally

110 Supervision

1. General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
2. 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

1. 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

1. Provide and maintain insurance in respect of Contractor Designed Works
   1.1. Level of cover: Relates to claims or series of claims arising out of one event
   1.2. Period of insurance for these purposes: one year
2. Amount of indemnity required: £ 5,000,000.
3. Expiry of required period of CDP Professional Indemnity insurance: six years
4. (If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works).

130 Insurance claims

1. 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/ client, the person administering the Contract on their behalf and the Insurers.
2. Failure to notify: Indemnify the employer/ client against any loss, which may be caused by failure to give such notice.

140 Climatic conditions

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

150 Ownership

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

Programme/ progress

210 Programme

1. Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
   1.1. Planning and mobilisation by the Contractor

1.2. Subcontractor's work.

1.3. Running in, adjustment, commissioning and testing of all engineering services and installations.

1.4. Work resulting from instructions issued in regard to the expenditure of provisional sums.

1.5. Work by others concurrent with the Contract.

2. Submit two copies.

245 Start of work on site

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

250 Monitoring

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

260 Site meetings

1. General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
2. Frequency: Every month
3. Location: On Site
4. Accommodation: Ensure availability at the time of such meetings.
5. Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
6. Chairperson (who will also take and distribute minutes): Contract Administrator

290 Notice of completion

1. Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
2. Associated works: Ensure necessary access, services and facilities are complete.
3. Period of notice (minimum): One month

310 Extensions of time

1. Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.
2. Details: As soon as possible submit:

2.1. Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.

2.2. An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.

2.3. All other relevant information required.

Control of cost

420 Removal/ replacement of existing work

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

430 Proposed instructions

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

440 Measurement

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

450 Daywork vouchers

1. Before commencing work: Give reasonable notice to person countersigning daywork vouchers.
2. Content: Before delivery each voucher must be:
   2.1. Referenced to the instruction under which the work is authorised.
   2.2. Signed by the Contractor's person in charge as evidence that the operatives' names, the time daily spent by each and the equipment and products employed are correct.
3. Submit: By the end of the week in which the work has been executed.

470 Products not incorporated into the Works

1. 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.
2. Evidence: When requested, provide evidence of freedom of reservation of title.

Ω End of Section

A33
Quality standards/ control

Standards of products and executions

110 Incomplete documentation

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

120 Workmanship skills

1. Operatives: Appropriately skilled and experienced for the type and quality of work.
2. Registration: With Construction Skills Certification Scheme.
3. Verification: When requested, operatives must produce evidence of skills/ qualifications.

130 Quality of products

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

135 Quality of execution

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

140 Evidence of Compliance

1. Proprietary products: Retain on site evidence that the proprietary product specified has been supplied.
2. Performance specification: Submit evidence of compliance, including test reports indicating:
   2.1. Properties tested.
   2.2. Pass/ fail criteria.
   2.3. Test methods and procedures.
   2.4. Test results.
   2.5. Identity of testing agency.
   2.6. Test dates and times.
   2.7. Identities of witnesses.
   2.8. Analysis of results.

150 Inspections

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

160 Related work

1. 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:
    1.1. Appropriately complete.
    1.2. In accordance with the project documents.
    1.3. To a suitable standard.
    1.4. In a suitable condition to receive the new work.
2. Preparatory work: Ensure all necessary preparatory work has been carried out.

170 Manufacturer’s recommendations/ instructions

1. General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
2. Exceptions: Submit details of changes to recommendations or instructions.
3. Execution: Use ancillary products and accessories supplied or recommended by main product manufacturer.
4. Products: Comply with limitations, recommendations and requirements of relevant valid certificates.

180 Water for the works

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

Samples/ approvals

210 Samples

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

220 Approval of products

1. Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
2. 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.
3. Complying sample: Retain in good, clean condition on site. Remove when no longer required.

230 Approval of execution

1. Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
2. 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.
3. Complying sample: Retain in good, clean condition on site. Remove when no longer required.

Accuracy/ setting out generally

320 Setting out

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

330 Appearance and fit

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

340 Critical dimensions

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

360 Record drawings

1. 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

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

420 Water regulations/ byelaws notification

1. 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.
2. 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

1. On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:
    1.1. The address of the premises.
    1.2. A brief description of the new installation and/ or work carried out to an existing installation.
    1.3. The Contractor's name and address.
    1.4. A statement that the installation complies with the relevant Water Regulations or Byelaws.

1.5. The name and signature of the individual responsible for checking compliance.

1.6. The date on which the installation was checked.

435 Electrical installation certificate

1. Submit: When relevant electrical work is completed.
2. Original certificate: To be lodged in the Building Manual.

440 Gas, oil and solid fuel appliance installation certificate

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

445 Service runs

1. General: Provide adequate space and support for services, including unobstructed routes and fixings.
2. Ducts, chases and holes: Form during construction rather than cut.
3. 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

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

Supervision/ inspection/ defective work

530 Overtime working

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

540 Defects in existing work

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

560 Tests and inspections

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

610 Defective products/ executions

1. 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.
2. Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

Work at or after completion

710 Work before completion

1. General: Make good all damage consequent upon the Works.
2. Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
3. Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
4. Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
5. COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
6. 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.
7. 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

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

730 Making good defects

1. Remedial work: Arrange access with Contract Administrator.
2. Rectification: Give reasonable notice for access to the various parts of the Works.
3. Completion: Notify when remedial works have been completed.

Ω End of Section

A34
Security/ safety/ protection

Security, health and safety

140 Construction phase health and safety plan

1. Submission: Present to the employer/ client no later than 1 Week before Commencing on Site.
2. 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.
3. 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/ pre-construction information.

150 Security

1. Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
2. Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.

160 Stability

1. Responsibility: Maintain the stability and structural integrity of the works and adjacent structures during the contract.
2. Design loads: Obtain details, support as necessary and prevent overloading.

210 Safety provisions for site visits

1. Safety: Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
2. Protective clothing and/ or equipment: Provide and maintain on site for visitors to the-site. 6 Hard Hats and 6 High Visability waist coats

Protect against the following

340 Pollution

1. Prevention: Protect the site, the works and the general environment (including the atmosphere, land, streams and waterways) against pollution.
2. Contamination: If pollution occurs, report immediately, including to the appropriate authorities, and provide relevant information.

360 Nuisance

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

370 Asbestos containing materials

1. Duty: Report immediately any suspected materials discovered during execution of the works.
   1.1. Do not disturb.
   1.2. Agree methods for safe removal or encapsulation.

371 Dangerous or hazardous substances

1. Duty: Report immediately suspected materials discovered during execution of the works.
   1.1. Do not disturb.
   1.2. Agree methods for safe removal or remediation.

375 Antiquities

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

380 Fire prevention

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

390 Smoking on-site

1. Smoking on-site: Not permitted.

400 Burning on-site

1. Burning on-site: Not permitted.

410 Moisture

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

420 Infected timber/ Contaminated materials

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

430 Waste

1. Waste: Includes rubbish, debris, spoil, containers and packaging, and surplus material requiring disposal.
2. Requirement: Minimize production and prevent accumulation of waste. Keep the site and works clean and tidy. Clean out voids and cavities in the construction before closing.
3. Disposal: Collect and store in suitable containers. Remove from site and dispose of in a safe and competent manner, as approved and directed by the waste regulation authority.
4. Recyclable material: Sort and dispose of at a materials recycling facility approved by the waste regulation authority.
5. Documentation: Retain on-site.

440 Electromagnetic interference

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

470 Invasive species

1. General: Prevent the spread of species (e.g. plants or animals) that may adversely affect the site or works economically, environmentally or ecologically.
2. Duty: Report immediately any suspected invasive species discovered during execution of the works.
    2.1. Do not disturb.
    2.2. Agree methods for safe eradication or removal.

Protect the following

510 Existing services

1. Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
2. Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
3. Work adjacent to services
    3.1. Comply with service authority's/ statutory undertaker's recommendations.
    3.2. Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
4. Identifying services
    4.1. Below ground: Use signboards, giving type and depth;
    4.2. Overhead: Use headroom markers.
5. Damage to services: If any results from execution of the Works:
    5.1. Immediately give notice and notify appropriate service authority/ statutory undertaker.
    5.2. Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
    5.3. Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
6. Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

520 Roads and footpaths

1. Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
2. 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

1. 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.
2. Protection: Before starting work submit proposals for protective measures.

540 Retained trees/ shrubs/ grassed areas

1. Protection: Preserve and prevent damage, except those not required.
2. Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

550 Retained trees

1. Protected area: Unless agreed otherwise, do not:
   1.1. Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within the root protection area.
   1.2. Sever roots exceeding 25 mm in diameter. If unintentionally severed, give notice and seek advice.
   1.3. Change level of ground within an area 3 m beyond branch spread.

555 Wildlife species and habitats

1. Protected habitats and species: Upon discovery immediately advise. Do not proceed until instruction is received.
2. Education: Ensure that employees and visitors to the site receive suitable instruction and awareness training.

560 Existing features

1. 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

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

580 Building interiors

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

625 Adjoining property restrictions

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

630 Existing structures

1. Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
2. Supports: During execution of the Works:
   2.1. 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.
   2.2. Do not remove until new work is strong enough to support existing structure.
   2.3. Prevent overstressing of completed work when removing supports.
3. Adjacent structures: Monitor and immediately report excessive movement.
4. Standard: Comply with BS 5975 and BS EN 12812.

640 Materials for recycling/ reuse

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

Ω End of Section

A35
Specific limitations on method/ sequence/ timing

Clauses

130 Method/ sequence of work

1. Specific Limitations: Include the following in the programme:
   1.1. Works relating to the PAVO Funding to be completed by the 30th November 2024 .

160 Use or disposal of materials

1. Specific limitations: Licensed Tip

170 Working Hours

1. Specific limitations: 7.30am - 5.00pm

Ω End of Section

A36
Facilities/ temporary work/ services

Generally

110 Spoil heaps, temporary works and services

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

Accommodation

210 Room for meetings

1. Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices.
2. Furniture and Equipment: Provide table and chairs for 6 people.

Temporary works

340 Name boards/ advertisements

1. General: Obtain approval, including statutory consents, and provide a temporary name board displaying:
    1.1. Title of project:
    1.2. Name of Employer:
    1.3. Names of Consultants:
    1.4. Names of Contractor and Subcontractors:

Services and facilities

410 Lighting

1. 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

1. Supply: Electricity from the existing mains may be used for the Works as follows:
    1.1. Metering: Metered by the Contractor and charged to the Contractor
    1.2. Frequency: 50 Hz.
    1.3. Current: Alternating.
2. Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

430 Water

1. Supply: The existing mains may be used for the Works as follows:
    1.1. Metering: Metered by the Contractor and charged to the Contractor
2. Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.

440 Telephones

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

520 Use of permanent heating system

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

540 Meter readings

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

550 Thermometers

1. 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

1. General: Provide for the sole use of other members of the project team, in sizes to be specified:
   - 1.1. Safety helmets to BS EN 397, neither damaged nor time-expired. Number required: 6
   - 1.2. High-visibility waistcoats to BS EN ISO 20471 Class 1. Number required: 6.
   - 1.3. Eye protection to BS EN ISO 16321-1 and BS EN ISO 16321-3.
   - 1.4. Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2

Ω End of Section

A37
Operation/ maintenance of the finished works

Generally

110 The building manual

1. Responsibility: The Contractor
2. 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.
3. Format: Hardcopy and Electronic
4. Number of copies: 1
5. Delivery to: Client by (date) 2 weeks after Practical Completion.

115 The Health and Safety File

1. Responsibility: the Principal Designer
2. Content: Obtain and provide the following information: Operating and maintenance instructions for all equipment and systems installed; Copies of manufacturers current technical literature and COSHH dated data sheets for all materials, plant and equipment selected by the Contractor.
3. Format: Hardcopy and Electronic
4. Delivery to: Cleint By (date): 2 weeks after Practical Completion.

155 Content of the building manual

1. General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
2. Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
3. 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.
4. Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.

160 Presentation of building manual

1. Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
2. 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.
3. As-built drawings: The main sets may form annexes to the Manual.

Ω End of Section

A40
Contractor's general cost items: management and staff

Clauses

110 Management and staff

1. Cost-significant items: Site Management

   ADDITIONAL MANAGEMENT AND STAFF ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as appropriate:

Ω End of Section

A41
Contractor's general cost items: site accommodation

Clauses

110 Site accommodation

1. Details: Site accommodation required or made/ not made available by the Employer: See section A36.
2. Cost significant items: Site Accommodation

Ω End of Section

A42
Contractor's general cost items: services and facilities

Clauses

110 Services and facilities

1. Details: Services or facilities required or made/ not made available by the Employer: See section A36.
2. Cost significant items: Lighting
   Fuels
   Water
   Telephone and Administration
   Safety, Health and Welfare
   Storage of Materials
   Rubbish Disposal
   Cleaning
   Drying Out
   Security
   Maintain Public and Private Roads
   Small Plant and Tools
   Additional Services and Facilities Items; Insert below further cost items as may be required, with fixed charges and time related charges as appropriate

Ω End of Section

A43
Contractor's general cost items: mechanical plant

Clauses

110 Mechanical plant

1. Cost significant items: Hoists
   Personnel Transport
   Additional Mechanical Plant Items: Insert below further cost items as may be required, with fixed charges and time related charges as required:

Ω End of Section

A44
Contractor's general cost items: temporary works

Clauses

110 Temporary works

1. Details: Temporary works required or made/ not made available by the Employer: See section A36.
2. Cost significant items: Temporary Walkways
   Hoardings, Fans, Fencing etc.
   Hardstanding
   Traffic Regulations
   Scaffolding
   Additional Temporary Works: Insert below further cost items as may be required, with fixed charges and time related charges as required:

Ω End of Section

A50
Work/ products by/ on behalf of the employer

Clauses - No Amendments

Ω End of Section

A53
Work by statutory authorities/ undertakers

Clauses - No Amendments

Ω End of Section

A54
Provisional work/ items

Clauses - No Amendments

Ω End of Section

A55
Dayworks

Clauses - No Amendments

Ω End of Section



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