

## The London Borough of Camden Curnock Street Security Measures Overview of Proposals

Estate: The estate is to be provided with a system of railings and gates. The railings will be 2.2m high (*approximately 7 feet high*) at street level and 1.1m high on elevated walkways. There may need to be an intermediate height railing. The railings will be shaped like a swan neck to make climbing difficult. Gates will be fitted with automatic closers to prevent them from being left open.

Dwellings: Each dwelling is to be fitted with a dedicated telephone handset to enable the resident to speak with a caller, before allowing them access to the estate. The telephone incorporates a button to release the appropriate gate lock and let the caller in. (*Residents to determine position(s)*).

The handset within each dwelling will operate one particular gate within the perimeter railings, generally close to the block (*see "Access to Individual Blocks" below*).

Residents will be issued with electronic fobs to enable them to move freely to and from their blocks and to give them limited access to other parts of the estate. (*Residents to determine the scope of access they require*)

Trades people, such as the postman, will have access up to a specific time in the morning only.

Road Entrances: The road connecting Bayham Street with Camden Street will be closed off by means of padlocked vehicle gates. Pedestrian gates will be installed beside the vehicle gates but will not be locked, they will be fitted with closers.

Car Parks: Exit from the public car park will be limited to the area around the adjacent block. (*Subject to Fire Officer approval*)

The residents underground car park will be treated in a similar manner. Automatic gates will be fitted to the entrance, controlled by electronic fobs.

Playing Areas: The playing areas will still be available, however, the use of fobs will be required to gain access to them. This may cause inconvenience but will ensure the areas are secure in which children can play (*Residents to agree level of access*)

Interconnecting Gates: Interconnecting gates have been allowed between blocks to enable residents to move within the estate. These will be controlled by fobs and will only operate for authorised residents, i.e. only residents entitled to use a particular gate. (*Residents to determine extent and scope of interconnecting gates*)

.1e **Camden Public House:** The Camden Public house will remain unaffected by these works. Access will still be available from Camden Street and via the small side entrance near the Marr. Access from the pub onto the estate will be restricted.

**The Marr:** No work is to be carried out to The Marr

### **Access to Individual Blocks**

**Mexbrough:** 2.2m railings at street level and 1.1m railings to replace the existing railings close to the block. Single gate with visitor and resident access panel opposite entrance to the block at street position. Two further gates, one at each end of the block at street position, for residents of the block use only. Vehicle gates at the front of the block. *(The existing door entry system on Mexbrough is to be removed and replaced with the new system.)*

**Warmsworth:** 1.1m railings along the front of the block with individual gates to ground floor properties. Dividing railings between ground floor dwellings to provide "front gardens". Secure front entrance and access controlled gate for residents on upper floors.

**Barnbrough:** As Warmsworth

**Hickleton:** As Warmsworth

**Trimdon:** Single gate with visitor and resident access panel at street position, close to the existing ramp. All other railings replaced by 1.1m railings.

**Ravenscar:** New ramp to be constructed adjacent to Connisbrough. Single gate with visitor and resident access panel at ramp position. All other railings replaced by 1.1m railings.

**Darfield:** Existing ramp modified/replaced to provide dedicated entrance. Single gate with visitor and resident access panel at top of ramp. All other railings replaced by 1.1m railings.

**Goldthorpe:** Existing ramp modified/replaced to provide dedicated entrance. Single gate with visitor and resident access panel at top of ramp. All other railings replaced by 1.1m railings.

**Billingly:** Existing stairs to street to be replaced by new ramp to provide dedicated entrance. Single gate with visitor and resident access panel at top of ramp. All other railings replaced by 1.1m railings.)

**Thurnscoe:** Existing ramp modified/replaced to provide dedicated entrance. Single gate with visitor and resident access panel at top of ramp. All other railings replaced by 1.1m railings.

**Connisbrough:** Existing ramp modified/replaced to provide dedicated entrance. Single gate with visitor and resident access panel at top of ramp. All other railings replaced by 1.1m railings.)

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**SECTION 1  
CONTRACT PRELIMINARIES**

**PHYSIACL SECURITY MEASURES  
DOOR ENTRY SYSTEMS  
AND  
ASSOCIATED WORKS  
AT  
CURNOCK STREET**

**INSTRUCTIONS TO TENDERERS**

**NOTE:**

All the tender documents must be read and understood before Tenderers complete their tender. **PLEASE READ THESE INSTRUCTIONS ALSO!**

**1.1 GENERAL INFORMATION**

The fact that you have been invited to tender does not necessarily mean that you have completely satisfied all the Council's criteria to be selected to tender. The Council may require further information as appropriate and assess this as part of the tender evaluation process.

Should any prospective Tenderer have any query in connection with any of the Tender Documents, the Council's Consultant shall endeavour to answer **WRITTEN ENQUIRIES** made no later than 3<sup>rd</sup> **November 2000** The Contact Officer is

NIFES Consulting Group  
Charringtons House North  
The Causeway  
BISHOP'S STORTFORD  
Hertfordshire  
CM23 2ER

**TELEPHONE ENQUIRIES WILL NOT BE ACCEPTED.**

After 3<sup>rd</sup> **November 2000** all written questions received, together with the answers given shall be circulated on an anonymous basis to all tenderers so that all can have the benefit of the information.

Except in so far as may be authorised by [REDACTED] no person in the Council's employ or other agent has any authority to make any representation, or explanation, to tenderers, as to the meaning of the Conditions, the Specification, or any other Tender Document (*as defined in paragraph 2.1 below*), or as to anything to be done or not to be done by Tenderers or the successful Tenderer or as to these instructions or as to any other matter or thing so as to bind the Council or bind or fetter the judgement or discretion of the Council's Representative in the exercise by him or her of his or her powers and duties under the Contract.

The Tenderer is responsible for obtaining all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by a Tenderer in connection with the preparation and submission of a Tender shall be borne by the Tenderer.

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Words defined in the Conditions shall have the same meanings in the Form of Tender, these Instructions to Tenderers and the Specification. "Tenderer" means any organisation invited to tender.

## 1.2 PREPARATION OF TENDER

The Form of Tender, the Conditions and the Specification and all other documentation issued and information supplied by the Council relating to the tender (*"the Tender Documents"*) shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council.

The documents which constitute the Tender Documents and all copies thereof are and shall remain the property of the Council and save for the purposes of the tender, must not be copied or reproduced in whole or in part and must be returned to the Council upon demand.

The Tenderer must complete in full the Form of Tender, Specification/Bills included in the Tender Documents.

Tenderers are also required to provide the following:

### (a) **A Method Statement**

Tenderers must provide a method statement indicating their proposed commitment to the provision of the Contract.

### (b) **Sub-contracting**

Tenderers must provide details of any element of the Works to be sub-contracted, including the identity of the sub-contractor, and also provide details of the capability of the sub-contractor to deal with the element of the Works.

A Tenderer will be deemed for all purposes connected with its Tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent and character of the project (*in the context of and as they are described in the Specification*), the extent of the premises, personnel, materials and equipment which may be required and any other matter which may affect its Tender. The Tenderer shall have no claim whatsoever against the Council in respect of such matters and in particular (*but without limitation*) the Council shall not make any payments to the successful Tenderer save as expressly provided for in the Contract and (*save to the extent set out in the Contract*) no compensation or remuneration shall otherwise be payable by the Council to the Contractor in respect of the Works by reason of the scope of the project being different to that envisaged by the Tenderer or otherwise.

## 1.3 PERFORMANCE BOND & PARENT GUARANTEE

The Council may require the Contractor to provide appropriate security, whether in the form of a Performance Bond and/or a Parent Company Guarantee. Where the Contractor's Tender for performance of the Works is in excess of £150,000 the Contractor shall procure the completion of the Performance Bond Undertaking by its proposed surety. Where the Contractor has a holding or parent company the Contractor shall additionally procure the completion of the Parent Company Guarantee Undertaking by its proposed Parent Company Guarantor.

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The appropriate Undertaking(s) shall be returned, together with the Contractor's Tender.

#### 1.4 **CONDITIONS OF TENDERING**

Except as otherwise provided, the several documents comprising the Contract are to be taken as mutually explanatory of one another.

Should any additions or deletions to any of the Tender Documents, supplementary clauses or additional information be considered necessary prior to the date for submission of Tenders, these will be issued to tenderers and will be deemed to then form part of the Tender Documents.

Tenderers shall be deemed to have satisfied itself before submitting their Tenders as to the accuracy and sufficiency of the Prices and Rates stated in their Pricing Document which shall (*except in so far as it is otherwise provided in the Contract*) cover all obligations under the Contract and tenderers shall also be deemed to have obtained for themselves all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Tender.

Any Tender submitted by a Tenderer in respect of which the Tenderer:

a has directly or indirectly canvassed any official of the Council or obtained information from any other person who has been contracted to provide services/works to the Council, concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tenderer or Tender submitted by any other tenderer;

or

b fixes or adjusts the Prices and Rates shown in its Pricing Document by or in accordance with any agreement or arrangement with any other person;

or

c communicates to any person other than the Council the amount or approximate amount of its Prices except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or financing;

or

d. enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown or referred to by another tenderer in its Tender;

or

e. offers to agree to pay to any person having direct connection with this Tender or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other persons proposed form of tender, any act or omission;

or

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- f. in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972

shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract.

The Council may in its absolute discretion refrain from considering any Tender if:

- a. it is not in accordance with these Instructions to Tenderers, and all other provisions of the Tender Documents or is in breach of any condition contained in the Conditions;

or

- b. the Tenderer submitting the Tender makes or attempts to make any qualification or variation to the terms of the Conditions, the Form of Tender, the Brief, the Specification or other documentation save where a variation or alteration is invited or permitted by the Council;

- c. it contains gaps or omissions.

The Tender shall remain open for acceptance for a period of **13 weeks** from the closing date for the receipt of tenders (*see below*).

The Council shall not be bound to accept the lowest or any Tender submitted.

Any acceptance of a Tender by the Council shall be in writing and shall be communicated to the Tenderer. Upon such acceptance the Contract shall become binding on both parties and, notwithstanding that, the appointed Contractor shall upon request of the Council execute a formal contract in writing in the form of the Articles of Agreement.

## **1.5 TENDER EVALUATION**

The Contract shall be awarded on the basis of the tender which is the most economically advantageous to the Council.

This will be, generally, the lowest tender that satisfies the conditions specified herein.

Tenderers may be required to demonstrate their ability to carry out the Works and it may be necessary for officers of the Council to visit the Tenderer's offices, interview the Tenderer, and during the tender evaluation process the Tenderer may therefore be required to:

- (a) attend meetings with the Council to present, explain or amplify details of its Form of Tender and tender submission;
- (b) provide any other information reasonably required by the Council to enable a detailed evaluation of the Tenderer's submission; and

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- (c) arrange visits to other clients of the Tenderer or the provision of references.

Where errors in the computation of a tender are found, the tenderer will be given details of such errors and afforded an opportunity of confirming or withdrawing its offer.

## 1.6 TENDERER'S WARRANTIES

In submitting a Form of Tender the Tenderer warrants and represents and undertakes with the Council that:

- (a) it has not done any of the acts or matters referred to in Section 1.3 above and has complied in all respects with these Instructions to renderers;
- (b) all information, representations and other matters of fact communicated (*whether in writing or otherwise*) to the Council by the Tenderer or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
- (c) it has made its own investigations and research, has satisfied itself in respect of all matters relating to the Form of Tender, the Bills/Specification and the Conditions of Contract and that it has not submitted the Form of Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (*whether made orally, in writing or otherwise*) which may have been made by the Council;
- (d) it has full power and authority to enter into the Contract and carry out the Works and will if requested produce evidence of such to the Council;
- (e) it is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances, other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted to the Council which may adversely affect such financial standing in the future;
- (f) by the Commencement Date it will procure and during the period of the performance of the Contract it will have sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Works in accordance with and for the duration of the performance of the Works under the Contract; and
- (g) it has obtained or will have obtained by the Commencement Date any necessary consents, licences and permissions to enable it to carry out the Works and will from time to time throughout the duration of the performance of the Works under the Contract, obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the Works.

## 1.7 TENDER SUBMISSION

The Tender shall be made on the Form of Tender included in the Tender Documents. The Form of Tender must be duly completed, signed and dated by the Tenderer and submitted with:

The Bills/Specification, Conditions and all other Tender Documents attached to or supplied with these Instructions to renderers;

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All documents must be completed using black ink or typed.

The Form of Tender must be signed:

- (a) where the Tenderer is an individual, by that individual;
- (b) where the Tenderer is a partnership, by at least two duly authorised partners;
- (c) where the Tenderer is a company, within the meaning of the Companies Act, either by a director or secretary of the company, such person being duly authorised for that purpose or by another person duly authorised provided that proof of authority to sign is submitted with the Form of Tender;

and the Tenderer shall produce forthwith upon request by the Council documentary evidence of any authorisation referred to in Section 1.7(c) above.

The Tender must be sealed in the plain envelope(s) provided by the Council with the label on which is/are printed the word "Tender" and the subject of the Contract "Physical Security Measures. Door Entry System and Associated Works at Cumock Street". Any such envelope or parcel shall not bear any name or mark by which the Tenderer can be identified. The envelope(s) or parcel(s) (*if more than one*) should then be taped together securely using clear self adhesive tape and delivered to:

The Borough Solicitor  
London Borough of Camden  
Legal Services  
Town Hall  
Judd Street  
LONDON  
WC1H 9LP

not later than 12:00 hours on 10th November 2000. No markings or any means of identification shall be made on the outside of the parcel.

Tenders received after 12:00 hours on 10th November 2000 will NOT be considered.

All documents attached to or supplied with these Instructions to Tenderers are and shall remain the property of the Council and shall be returned to the Council by 17th November 2000 WHETHER OR NOT A TENDER IS SUBMITTED.

## 1.8 EXECUTION OF CONTRACT

Contracts with a value of over £150,000 are required by the Council's Contract Standing Orders to be executed as deeds. The successful tenderer will be required to execute the short form of contract in the form attached to the tender documents.

This short form contract will be drawn up by the Council's Borough Solicitor and sent to the successful tenderer for execution. Formal execution of a JCT form of contract will not usually be required.



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### **1.10.3 (180) -Inspection**

Drawings and other documents relating to the Contract, but not included in the tender documents may be seen by appointment during nonnal office hours at the office of the CA. The Contractor will be deemed to have inspected all drawings and to have ascertained and be fully conversant with the extent and nature of the work.

### **1.11 (A12) ·THE SITE/EXISTING BUILDINGS**

#### **1.11.1 (110) ·The Site**

The boundaries of the site are as generally indicated on drawing contained in the pre-tender health and safety plan.

The Contractors attention is drawn to the fact that the installation work will be carried out with residents in occupation.

The Contractor's access to the site will be restricted to those areas necessary to execute the Works properly and safely but in any instance to the environs of the blocks.

The existing fire paths are to be kept clear and maintained at all time

#### **1.11.2 (115)- Schedule of Conditions (*where appropriate*)**

Prior to the Works commencing the Contractor together with the CA, is to take photos (VCR may be used with CA approval) and detailed notes of all communal areas and internal resident occupied dwellings and prepare a Schedule of Conditions for record purposes of each property, signed by each resident. Copies of each Schedule shall be provided to the resident and CA.

Subsequently re-inspect and agree any remedial work and carry out same to the satisfaction of the resident and/or Council. See also Section A32: 116.

#### **1.11.3 (120)- Existing Buildings on/adjacent to the Site**

The Contractor is to note :•

THE BUILDINGS WILL REMAIN IN FULL OCCUPATION DURING THE COURSE OF THE CONTRACT AND UNINTERRUPTED ACCESS MUST BE AFFORDED TO ALL RESIDENTS AND VISITORS AT ALL TIMES. ALLOWANCE SHALL BE MADE FOR THE ELDERLY AND DISABLED.

ALL FIRE ESCAPE ROUTES TO BE MAINTAINED.

#### **1.11.4 (125)- Adjacent Buildings**

It will be noted from the site plan that many other accommodation blocks exist on the estate which are subject to separate building Works at present. These are also to remain in full occupation for the duration of the contract and similar free access must be maintained at all times for both residents and other contractors.

#### **1.11.5 (130)- Work in the Vicinity of Gas Pipes**

The Contractor's attention is drawn to the advice note entitled "Precautions to be taken when carrying out work in the vicinity of gas pipes", produced by the British Gas

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Corporation. The Contractor is to comply with the recommendations in the advice note, is to make copies of the document available and issue the appropriate pocket cards to his employees.

#### **1.11.6 (140) Existing Mains/Services**

Existing mains and services are indicated on record drawings may be available. Tenderers must make their own enquiries as to precise locations of existing services.

Before commencing site operations the Contractor shall notify all Public Utilities Boards and Local Authorities that work will be commencing on site. The Contractor shall ascertain the position of all power cables, gas, water mains, BT and cable TV ducts, district heating mains and sewers that may be under or over the site or the approaches thereto.

The Contractor is to take all precautions to support, maintain and protect all existing pipes, ducts, drains, sewers, district heating mains, services overhead and buried cables, etc. during the execution of the Works, to the satisfaction of the Authorities and the CA. Make good any damage and pay costs and charges in connection therewith. Immediately any damage is caused to any services, cables, etc. the Contractor shall not interfere with the operations of the existing services both on site or the adjoining premises without agreement with the CA.

No diversion of any of the existing services, etc. other than as shown on the drawings or described hereinafter, is to be carried out without the approval of the CA. Any temporary disconnection of services, that may be required, is to be done at such times as directed by the CA. Also see item A34: 420.

#### **1.11.7 (155)- Asbestos**

Should the Contractor expose asbestos or asbestos products during the Works he shall take all necessary precautions to protect tenants and his workforce. The asbestos must be dealt with in accordance with the London Borough of Camden's Code of Practice for Asbestos. This may include removal and/or making safe by the Employer's specialist contractors. The Contractor must allow for the ability for the temporary suspension of Works that this procedure will involve.

Materials or Proprietary products containing Asbestos are not permitted to be used in the course of or incorporated into the Works.

The accuracy and sufficiency of this information is not guaranteed by the Employer or the CA and the Contractor must ascertain any information required to ensure the safety of all persons and the Works.

#### **1.11.8 (180) Site Visit**

A site visit may be made for each location by contacting the Housing Office. In the Crowndale Centre. The Camden main Switchboard number is 0171 278 4444.

#### **1.11.9 (182)- Site Visit- Parking**

No parking spaces are available for tenderers who will have to make their own arrangements with each Estate Office, Contact as above.

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### 1.11.10 (185)- A Pre-Tender Health and Safety Plan

A pre-tender health and safety plan for the site has been prepared and is included with the tender documents. Notification of the project has been given to the Health and Safety Executive.

### 1.11.11 (240) - Risks to Health and Safety

The nature and condition of the site/building cannot be fully and certainly ascertained before it is opened up. If any suspect substance is found on site it shall be reported to the CA immediately.

### 1.11.12 (280)- Site Visit

The tenderers shall be deemed to have visited all the sites before submitting their tender and to have made themselves fully acquainted with the means of access and nature of the Works and to have ascertained details of all site conditions likely to affect the execution of the Works.

The tenderer's attention is particularly directed to the clauses in these preliminaries regarding site measurement and the requirements concerning scaffolding, hoists and craneage. No claim whatsoever will be allowed on the grounds of ignorance of the conditions under which the Works will be executed.

When visiting the site, contractors are required to carry identification as noted below. Once appointed to carry out the Works, all management, supervisory staff of each operative, including sub-contractors' employees, **will be required to wear on display an identification badge, with photograph to be provided by the Contractor, indicating the company's name and telephone number.** These badges are to be returned to the Contractor's representative on site at the end of each working day (see *section A34: 132*). Arrangements to visit the site must be made by prior arrangement with the person named in the letter of invitation to tender or as noted at A12: 180 above and not with any other person.

### 1.11.13 (290)-Inspection

Contractors should be aware that other contractors and consultants might be working on or involved with the site under separate Council contracts. At present the following are known about: -

General maintenance contractors on site.

Balcony Refurbishments

## 1.12 (A13)- DESCRIPTION OF THE WORK

### 1.12.1 (120)- The Work

The work comprises the installation of steel railings and fences to the perimeter of the estate and around individual blocks. Gates will be located to enable access to the blocks. The existing louvres on the raised elevations of the underground garages are to be replaced by an anti-climb louvre. A door entry system will be installed to all blocks except The Marr.

See Section 3 for further detailed requirements and a list of addresses.

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## 1.12.2 (150) -Works by Others

None identified

## 1.13 (A20) - THE CONTRACT/SUB CONTRACT

### 1.13.1 Third Party Enforcement

Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Contract pursuant to the Contracts (Right of Third Parties) Act 1999

### 1.13.2 (110)- Standard Form Without Quantities 1998

The form of contract will be JCT Standard Form of Building Contract for use without quantities, Local Authorities edition 1998.

It shall be modified so that only those amendments necessary to comply with the provisions of the Housing Grants, Construction Regeneration Act 1996: Part 11 Construction Contracts together with the amendment requiring the substitution of clause 418 for 41 and the consequential amendment: Supplemental Provisions (*the VAT Agreement*) will be incorporated.

Allow for the obligations, liabilities and services described herein.

Articles 1-6

The words in Italics in Article 3 will be deleted.

The words in Italics in Article 4 will be deleted.

Article 38 will be deleted.

### THE CONDITIONS:

- (1) Interpretation, definitions, etc.
- (1.4) Delete from the penultimate line onwards the words "save as provided in Clause 30.9.1.1 with regard to the conclusiveness of the "Final Certificate"
- (2) Contractor's obligations
- (3) Contract Sum - additions or deductions - adjustment- Interim
- (4) Architect's/Contract Administrator's instructions
- (5) Contract Documents - other documents - issue of certificates (*Master programme- clause 5.3.1.2 and the words in parenthesis in clause 5.3.2 will not be deleted*)
- (6) Statutory obligations, notices, fees and charges, provisional sums are included elsewhere for work by Local Authorities, Statutory Undertakers etc.

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For the purpose of this Contract, privatised utilities shall be deemed to be Statutory Undertakers. The Employer intends to give permission for British Telecom to carry out Works in connection with the installation of telephones during the progress of the Works. The Contractor shall afford all reasonable facilities to British Telecom and shall give ample notice when their work may proceed without interruption.

The Contractor shall be at liberty by arrangement with British Telecom to provide any attendance or making good required in connection with their operations but any work so undertaken shall not be deemed to be part of this contract and the Employer shall not be liable to make any payment in respect thereof with the exception of excavating trenches, laying only of ducts and distribution boxes as measured separately in these Bills of Quantities. Any making good as aforesaid shall be carried out to the satisfaction of the CA.

The Contractor is to price here for all other items described in this clause. If no price is placed against this item all such costs shall be deemed to be included in the Contract Sum.

- (6A) Provisions for use where the Appendix states that all COM Regulations apply.
- (7) Levels and setting out of the Works.
- (8) Materials, goods and workmanship to conform to description, testing and inspection.
- (9) Royalties and patent rights.
- (10) Person-in-charge.
- (11) Access for Architect/Contract Administrator to the Works.
- (12) Clerk of Works.
- (13) Variations and provisional sums.

The Contractor's attention is drawn to the Sums for DayWorks given later in these Preliminaries.

The vouchers referred to in Sub-clause 13.5.4 are to be delivered in duplicate for verification to the CA or his authorised representative and, if correct, signed by him. Such signature is to be taken only as certifying that the time and materials are correct and shall not be held to justify a claim that the work shall not be measured and valued according to the terms of the Contract. The Contractor is to advise the CA in advance if he intends to record the time and materials for any operation on these vouchers.

- (14) Contract sum.
- (15) Value added tax- supplemental provisions.

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- (16) Materials and goods unfixed or off-site.
- (17) Practical Completion and Defects Liability.
- When the defects liability period for any part of the Works as defined in the Appendix of these Conditions exceeds that for the remainder of the Works, the Conditions and obligations placed upon the Contractor under Clauses 17, 18 and 30 of the Conditions shall apply for the longer period in respect of any damages to the completed Works which may result from any making good defects in that part of the Works.
- (18) Partial possession by Employer.
- (19) Assignment and Sub-contracts.
- (19A) Fair rates.
- This clause will be deleted in accordance with Amendment No. 6 issued July 1988.
- (20) Injury to persons, property and indemnity to Employer.
- (21) Insurance against injury to persons or property (*A provisional sum in respect of the matters referred to in clause 21.2 is included elsewhere*).
- (22) InsuranceoftheWorks
- (22C) Insurance of existing structures - Insurance of Works In or extensions to existing structures (*Clauses 22A and 228 will be deleted*).
- (22D) Insurance for Employer's loss of liquidated damages - clause 25.4.3.
- (22G) Works in or extensions to existing structures - loss or damage to the Works by the risks covered by the definition in clause 22.2 'All Risks Insurance' (*Clauses 22A, and 228 will be deleted. The full text of Model Clause 22G and the definition of 'risk' will be inserted, and the consequential amendments will be made, all as given in Appendix C of JCT Practice Note 22*).
- (23) Date of Possession, completion and postponement.
- (24) Damages for non-completion.
- (25) Extension of time.
- (26) Loss and expense caused by matters materially affecting regular progress of the Works.
- (27) Determination by Employer
- (27.3A) Corruption

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The Employer may terminate the Contract if the Contractor has at any time obtained or received by whatever means any information which in the reasonable opinion of the Employer's Chief Executive for the time being has given it or was intended to give it an unfair advantage over any other tenderer (*including the Employer's own workforce*) for the Contract.

(28) Determination by Contractor.

The following words will be added to the end of clause 28.1 'and provided that where clause 28.2.1.2 or 3 applies the Contractor shall first give the Employer 14 days notice in writing requiring the Employer to remedy the breach and the Employer failing to do so'.

(28A) Determination by Employer or Contractor.

(29) Works by Employer or persons employed or engaged by Employer.

(30) Certificates and Payments.

When the issue of an interim certificate is due, the Contractor is to send a detailed statement to the Quantity Surveyor setting forth the particulars of the work executed to date with a list of the materials on site.

After paragraph 30.4.1.3 insert the following: 30.4.1.4 One tenth of the Retention Percentage may be deducted from so much of the said total amount as relates to the work in respect of which a Certificate of Completion of Making Good Defects under Clause 17 or a Certificate under Clause 18.1.3 or Interim Certificate under Clause 35.17 has been issued.

(30.4.1.5)1. The remaining one tenth of the Retention Percentage will be included in the Final Certificate. A Final Certificate will not be issued.

#### Audit

For the purpose of conducting any audit investigation of the Contract, the Contractor shall throughout the duration of the Contract and for a period of twelve months thereafter provide all facilities and allow full access to the Employer or its auditors to :

(i) all offices and premises of the Contractor for the purpose of inspecting records and documents in the possession, custody or control of the Contractor in connection with the provision of the Works;

(ii) all technology, resources, systems and procedures used or proposed to be used in connection with the provision of the Works; and

(iii) interview the Contractor's staff and officers.

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The Contractor shall by a term in any authorised sub-contract secure a similar right of access for the Employer and its auditors for the purpose of conducting any audit investigation of the Contract.

(30.8) In the second line insert after 'not later than' the words '6 months from submission of the Bills of Variation all other related documents and vouchers for the adjustment of the Contract Sum to the Borough Treasurer for Audit' and then continue 'or 2 months after which ever of the following occurs last:'

(30.9.1.1) Clause deleted

(30.10) At the beginning of the clause delete the words "save as aforesaid".

After sub-clause 30.10, insert the following: '30.11 The Final Account will be subject to examination by the Council's Auditors before the issue of the Final Certificate. The Contractor shall retain all documents and vouchers not deposited with the Employer and referred to in sub-clause 30.8 of this condition for a period of two years after issue of the auditor's certificate and shall produce such documents on seven days notice if requested by the District Auditor.

(31) Finance (No. 2) Act 1975 - statutory tax deduction scheme  
Outbreak of hostilities. War

(32) damage.

(33) Antiquities.

(34) Nominated Sub-contractors.

(35) The Contractor's attention is particularly drawn to the fact that all nominated sub-contracts are to be executed as deeds. All Nominated Sub-contractors will be separately bound to the Employer under the terms of the JCT Standard Form of Employer/Nominated Subcontractor Agreement which provides that the Employer shall operate the direct payment procedure provided under Clauses 35.13.5.3 and .4 of the Main Contract Conditions.

(36) Nominated Suppliers.

(37) Fluctuations.

Clause 38 will apply; clauses Nos. 39 and 40 will be deleted.

(38) Contribution, levy and tax fluctuations.

(39) Labour and materials cost and tax fluctuations.



- (40) Use of price adjustment formulae.
- (41) Settlement of disputes - Arbitration.

#### 1.14 THE APPENDIX TO THE CONTRACT

The Appendix to the Contract will be completed as follows:

Fourth recital and Clause 31 Statutory tax deduction scheme- Finance (No.2) Act 1975:  
The Employer at Base Date is a 'contractor' for the purposes of the Act and the Regulations

Article 7A	Delete	
Clause 1.3	Base Date:	<b>Not Applicable</b>
Clause 17.1	Date for Completion:	<b>17<sup>th</sup> November 2001</b>
Clause 17.2	Defects Liability Period:	<b>12 months</b>
Clause 19.1.2	Assignment by Employer of benefits after Practical Completion does not apply.	
Clause 19.4.3	Delete.	
Clause 21.1.1	Insurance covers for any one occurrence or series of occurrences arising out of one event:	<b>£ 2,000,000:00</b>
Clause 21.2.1	Insurance -liability of Employer:	<b>Insurance may be required</b>
	Amount of indemnity for any one occurrence or series of occurrences arising out of one event:	<b>£2,000,000:00</b>
Clause 22.1	Insurance of the Works - alternative clauses: Clause 22G applies.	
Clause 22A	Percentage to cover professional fees:	<b>To be deleted</b>
Clause 22A.3.1	Annual renewal date of insurance as supplied by Contractor:	<b>To be deleted</b>
Clause 22D	Insurance for Employer's loss of liquidated damages – clause 25.4.3:	<b>Insurance is not required.</b>
	Period of time:	<b>To be deleted</b>
Clause 23.1.1	Date of Possession:	<b>6<sup>th</sup> March 2000</b>
Clause 23.1.2, Clause 25.4.13, Clause 26.1	Deferment of the Date of Possession:	<b>Clause 23.1.2 does not apply.</b>

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Period of deferment if it is to be less than **21** weeks is to be deleted.

Clause 24.2 Liquidated and ascertained damages: At the rate of **£2861** per week or part thereof shall be calculated on the combined total of loss of interest on capital and additional cost of professional salaries and fees based on the following formulae:

Clause 28.1.3 Period of delay: **One month**

Clauses 28A.1.1.1 to 28A.1.1.3 Period of delay: **Three months**

Clauses 28A.1.2 Period of delay: **Three months**

Clause 30.1.1.1 Delete everything after the words " and the final date for payment pursuant to an Interim Certificate shall be 14 days from the date of issue of each interim certificate".

Clause 30.1.3 Period of Interim Certificates: **One month**

Clause 30.4.1.1 Retention Percentage: **5%**

Clause 30.8.5 Delete.

Clause 30.8.6 Delete "... and of any interest pursuant to Clause 30.8.5".

Clause 35.2 Work reserved for Nominated Subcontractors for which the Contractor desires to tender: See Form of Tender.

Clause 37 Fluctuations: **Clause 38 will apply**  
**Clauses 39 and 40 will be deleted**

Clauses 38.7 or 39.8 Percentage addition: **Nil%**

Clause 40.1.1.1 **Not Applicable**

Formula Rules: Rule 3: Base Month: Not Applicable

Rule 3: Non-Adjustable Element:

Rules 10 and 30(i): of Section 2 of the Formula Rules is to apply

Clause 41.1 Settlement of disputes - Arbitration: Appointer:

**The President or a Vice-President of the Chartered Institute of Arbitrators**

Clause 41.2 Settlement of disputes- Arbitration:

**~~The words 'clauses 41.2.1 and 41.2.2 apply' will not be deleted~~**

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### **1.20.2 (120) ·Tendering Procedure**

This will be in accordance with the principles of the 'Code of Procedure for Single Stage Selective Tendering' April 1989.

### **1.20.3 (160) ·Exclusions**

If the Contractor cannot tender for any part(s) of the work as defined in the tender documents they must inform the CA as soon possible, defining the relevant part(s) and stating the reason(s) for their inability to tender.

### **1.20.4 (170) ·Acceptance ofTender**

The Employer and his representatives: -

- (a) Offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted.
- (b) Will not be responsible for any cost incurred in the preparation of any tender.

### **1.20.5 (180) ·Site Visit**

Before tendering, ascertain the nature of all the sites, access thereto and all local conditions and restrictions likely to affect the execution of the Works. Tenderers will be deemed to have included for all work that could have been foreseen at the time of their visit and no claim arising from want of knowledge or failure to visit the site will be admitted.

### **1.20.6 (190) ·Period of Validity**

Tenders must remain open for consideration (*unless previously withdrawn*) for not less than that detailed in Clause 1.3.

### **1.20.7 (211) ·Preliminaries in the Employers Requirements**

These Preliminaries/General conditions sections (*A1D-A44 inclusive*) must not be relied on as complying with SMM7.

### **1.20.8 (311) ·Employer's Requirements**

Tenders must include for all work shown or described in the tender documents as a whole, or clearly apparent as being necessary to the complete and proper execution of the Works. (*See a/so A30/180 above*).

### **1.20.9 (440) • A Quantified Schedule of Rates**

A quantified Schedule of Rates must be submitted in the format requested within 2 weeks of request.

### **1.20.10 (470) ·Summary of Tender**

The summary of tender must submitted.

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### **1.20.11 (480) ·Programme**

The Contractor's proposed programme, including his anticipated cash flow as specified in Section A32 or a summary thereof showing the sequence and timing of the principal parts of the Works and itemising any work which is excluded, must be submitted with the Contractor's Proposals and indicate milestone dates as Section 4. Allow periods required by the Employer to procure Resident Consultation.

Approval of the programme in principle by the Contract Administrator shall not absolve the Contractor from his responsibility to programme the Works properly. The Contractor is to ensure that the programme of the Works is planned and controlled in such a way that the Works are completed within the contract period. The programme is to be updated and resubmitted if the Works become delayed, for any reason, the updating to take account of any known delays and extension of time granted.

### **1.20.12 (500) ·Tender Stage Method Statements**

Method Statements must be submitted with the tender submission as described in the instructions to tendering.

### **1.20.13 (516)- Alternative Time Tenders**

In addition to and at the same time as his tender based upon the date or period specified in section A20, the Contractor may, at his discretion, submit an alternative tender based upon a different date for completion or period. If any such tender is accepted the date for completion inserted in the Appendix to the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.

### **1.20.14 (520)- Design Drawings**

Contractor to produce all detail design drawings necessary to complete the works.

### **1.20.15 (540) ·Quality Control Resources**

A statement must be submitted with the Contractors proposals describing the organisation and resources, which the Contractor proposes and undertakes to provide to control the quality of the Works, including the work of subcontractors. The statement must include the number and type of staff responsible for quality control, with details of their qualifications and duties.

### **1.20.16 (542) ·Quality Assurance**

A copy of the selected contractors Quality Assurance Manual must be provided when requested by the Employer where the Contractor is registered under BS 5750. (ISO 90001112)

### **1.20.17 (551)- Health and Safety Information**

A statement must be submitted with the tender describing the organisation and resources which the contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of subcontractors and of any person who may be affected by the Works, including:

- (a) A copy of the contractors health and safety policy document, including Risk assessment procedures.

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- (b) Accident and illness records for the past five years.
  - (c) Records of previous Health and Safety Executive enforcement action.
  - (d) Records of training and training policy.
  - (e) The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

#### **1.20.18 (571) ·An Outline Construction Phase Health and Safety Plan**

An outline construction health and safety plan must be developed and submitted within two weeks of request and is to include the following:

- (a) Method statements related to the hazards identified in the pre-tender health and safety plan and/or statements on how the hazards will be addressed and other significant hazards identified by the contractor.
- (b) Details of the management structure and responsibilities.
- (c) Arrangements for issuing health and safety directions.
- (d) Procedures for informing other contractors and employees of health and safety hazards.
- (d) Selection procedures for ensuring competency of other contractors, the self-employed and designers.
- (e) Procedures for communications between the project team, other contractors and site operatives.
- (f) Arrangements for co-operation and co-ordination between contractors.
- (g) Procedures for managing design work carried out during the construction phase.
- (h) Procedures for carrying out risk assessment and for managing and controlling the risk.
- (i) Emergency procedures including fire escape.
- (o) Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- (k) Arrangements for welfare facilities.
- (l) Procedures for ensuring that all persons on site have received relevant health and safety information and any training.
- (m) Arrangements for consulting with and taking the views of people on site.
- (n) Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- (o) Arrangements for collecting and collating information for the health and safety file.

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- (p) Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
  - (q) Review procedures to obtain feedback.

#### **1.20.19 (580) ·The Planning Supervisor**

A Planning Supervisor for the project has been appointed. A Pre Tender Health and Safety Plan in accordance with Regulation 15 (1), (2) and (3) of the COM Regulations has been prepared and notification of the project will be given to the Health and Safety Executive.

The Contractor is to allow for the inclusion of the following duties:

- (a) The Contractor is to comply with the provisions of the Construction (*Design and Management*) Regulations 1994 (*the "COM Regulations"*) including any revisions or amendments thereto that may be brought into effect prior to, or during the course of, the construction Works.
- (b) The Contractor is to develop the Health and Safety Plan in accordance with Regulation 15(4) of the COM Regulations in sufficient time for submission to the Client and, if necessary subsequent amendment and re-submission, prior to the commencement of any work on site.
- (c) On appointment the Contractor will be appointed as Principal Contractor and is to allow for the provision of all resources required to carry out the duties of Principal Contractor under the COM Regulations including, if necessary, the appointment of specialist staff or consultants.
- (d) The Contractor is to prepare, review and update throughout the course of the construction work, the Health and Safety File for delivery to the Client on completion of construction work, in accordance with Regulation 14(d), (e) and (f) of the COM Regulations.
- (e) Among the duties of the Principal Contractor is the requirement to pass to the Planning Supervisor all information that may become available throughout the various stages of the work, relevant to the Health and Safety File which the Planning Supervisor will deliver to the Client on completion of construction work. The Contractor is reminded that an essential part of this information is a set of "as built" drawings, including accurate records, as opposed to diagrammatic layouts of main service positions.

#### **1.20.20 (631)- Domestic Subcontracts**

Where these do not involve design, comply with the NJCC 'Code of Procedure for the Letting and Management of Domestic Subcontract Works' 1989.

Where these involve design, follow in principle the NJCC 'Code of Procedure for Selective Tendering for Design and Build' and use the current edition of Domestic Subcontract DOM/2.

#### **1.20.21 (670) ·'Named' Subcontractors or Contractor's Design**

Contractor to complete Section 4.

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Clause 41A.7.2 "Where within 28 days of the decision of the Adjudicator either Party gives notice to the other of their intention to refer the dispute for final determination by arbitration (*if the contract so provides*) or legal proceedings, neither Party shall be entitled to enforce the Adjudicator's decision, insofar as it relates to the making of any payment pursuant to that decision, until the dispute shall have been so determined or the Parties otherwise agree".

Clause 41A.7.3 Delete and replace with the following :

"Where either Party has given notice in accordance with 41A.7.2 above, the Parties shall nevertheless continue to be bound by the Adjudicator's decision until such determination or agreement".

Appendix Delete "Clause 41B applies".

EXECUTION: **The Contract will be executed as a deed if the contract sum exceeds £150,000.00.**

## **1.15 PERFORMANCE BOND & PARENT GUARANTEE**

See Clause 1.3.

## **1.16 FORM OF BOND REQUIRED BY THE COUNCIL**

See Section 4.

## **1.17 THE SUPPLEMENTARY PROVISIONS**

Save as listed below the supplemental provisions shall be DELETED

S2: Submission of drawings, etc. to the Employer.

S2.1.1 to S2.3 The clauses shall apply.

## **1.18 OFF SITE MATERIALS AND GOODS**

The provisions of clause 1 to clause 2 under the above headings shall apply.

## **1.19 SUPPLEMENTAL PROVISIONS (*THE VAT AGREEMENT*)**

These provisions shall be DELETED in their entirety and there shall be substituted therefor the Supplemental Provisions set out in the Second Schedule of the Form of Agreement.

## **1.20 (A30) ·TENDERING/SUB-LETTING/SUPPLY**

### **1.20.1 (110) ·Scope**

These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.

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## **1.21 (A31)- PROVISION, CONTENT AND USE OF DOCUMENTS**

### **1.21.1 (110) - Definitions**

The meaning of terms, derived terms and synonyms used in the preliminaries/general conditions and specification is as defined below or in the appropriate British Standard or British Standard glossary.

### **1.21.2 (121)-CA**

CA means Contract Administrator and the person nominated in the Contract as Employer's Agent or his authorised representative.

### **1.21.3 (130) - In Writing**

When required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.

### **1.21.4 (140)-Approval**

Approval (*and words derived therefrom*) means the approval in writing of the CA unless specified otherwise.

### **1.21.5 (150) - Products**

Products mean materials (*including naturally occurring materials*) and goods (*including components, equipment and accessories*) intended for permanent incorporation in the Works.

### **1.21.6 (155) -Sketch Drawings**

Sketch drawings mean line diagrams and layouts indicating basic proposals, location of main items of plant, routes of main pipes, air ducts and cable runs in such detail as to illustrate the incorporation of the Engineering Services within the Project as a whole.

### **1.21.7 (156)- Tender Drawings**

Tender Drawings mean drawings prepared in such detail as may be necessary to enable those tendering to interpret the design for the Works and to submit competitive tenders for the execution of the Works.

### **1.21.8 (157) - Co-ordination Drawings**

Co-ordination Drawings mean drawings showing the inter-relationship of two or more Engineering Services and structural and architectural details. Such drawings should be provided to a scale of not less than 1 to 50 unless otherwise agreed and be prepared in such detail as to demonstrate that the Engineering Services will be properly separated from one another and can be satisfactorily installed and maintained. The co-ordination Drawings shall include other relevant engineering services not designed by the Contractor.

### **1.21.9 (158)- Builders Work Information**

Builders work information means drawings and/or schedules prepared to show requirements for architectural or structural provisions necessary to facilitate the



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execution of the Works and allow their integration into the Project. Such drawings should include requirements for foundations, bases and supporting structures for plant or equipment and be prepared to scales appropriate to the detailed design stage.

#### **1.21.10 (159) -Installation Drawings**

Installation Drawings mean drawings based on the Tender Drawings and/or co-ordination Drawings showing details of the proposals for the execution of the Works. The drawings will be in such detail as to enable the Works to be installed.

#### **1.21.11 (160) -Shop Drawings**

Shop Drawings mean drawings produced for the purpose of explaining how the components of the designs are to be fabricated.

#### **1.21.12 (161)- Record Drawings**

Record Drawings mean drawings prepared in order to provide the Client with a record of the Works as installed.

#### **1.21.13 (180)- Cross References to the Specification**

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Where a numerical cross-reference to a specification section or clause is given on drawings or in the bill of quantities or other pricing document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.

Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.

Where a cross-reference is not given the relevant section(s) and clause(s) of the specification will apply.

The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which they may discover.

#### **1.21.14 (200) - Equivalent Products**

Where the specification, by use of the words 'or equivalent' and 'or similar', permits substitution of a product of different manufacture to that specified and such substitution is desired, before ordering the product submit for approval documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, fitness for purpose and, where relevant, appearance. Any submitted foreign language documents must be accompanied by certified translations into English.

#### **1.21.15 (210) - British Standard Products**

Where any product is specified to comply with a British Standard for which there is no equivalent European Standard, it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Community, or an international standard recognised in the UK.

Specifying equivalent requirements and assurances in respect of material, safety, reliability, fitness for purpose, compatibility with adjacent construction, availability of

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compatible accessories and where relevant, appearance. In advance of ordering notify the CA of all such substitutions and when requested, submit for approval documentary evidence confirming that the products comply with the specified requirements.

Any submitted foreign language documents must be accompanied by certified translations into English.

#### **1.21.16 (220) - References to BSI Documents**

References to BSI documents are to the versions and amendments listed in the British Standards Catalogue current at date of tender.

#### **1.21.17 (230) -Manufacturer and Reference**

Where used in this combination: 'Manufacturer' means the firm under whose name the particular product is marketed. 'Reference' means the proprietary brand name and/or reference by which the particular product is identified.

#### **1.21.18 (270)- Sizes**

Unless otherwise stated, products are specified by their co-ordinating sizes. Cross section dimensions of timber shown on drawings are nominal sizes before any required planing.

#### **1.21.19 (280)- Fix Only**

Fix only means all labours in unloading, handling, storing and fixing in position, including use of all plant.

#### **1.21.20 (290) - Supply and Fix**

Supply and fix unless stated otherwise, all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete.

#### **1.21.21 (311)-Remove**

Remove means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. It does not include removing associated pipework, wiring, ductwork or other services.

#### **1.21.22 (321) - Keep for Reuse**

Keep for reuse means, during removal prevent damage to the stated components or materials, and clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.

#### **1.21.23 (331) - Replace**

Replace means remove the stated existing components, features and finishes. Provide and fit in lieu new components, features or finishes, which unless specified otherwise, must match those which have been removed. Make good as necessary.

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#### **1.21.24 (341)- Repair**

Repair means carry out local remedial work to components, features and finishes as found in the existing building. Re-secure or re-fix as necessary and leave in a sound and neat condition. It does not include replacement of components or parts of components or redecoration.

#### **1.21.25 (351)- Make Good**

Make Good means carry out local remedial work to components, features and finishes that have been disturbed by other previous work under this Contract and leave in a sound and neat condition. It does not include replacement of components or parts of components. The meaning of redecoration shall not be limited by this definition where used in connection with the defects liability provisions of the Contract.

#### **1.21.26 (361) - Ease**

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

#### **1.21.27 (371)- To Match Existing**

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

#### **1.21.28 (410)- Additional Copies of Drawings**

Two copies of drawings (*not counting any certified copy of the Contract Drawings*) will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Contractor.

#### **1.21.29 (420) -Additional Copies of Tender Documents**

After execution of the Contract, two copies of the unpriced Bills of Quantities will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but will be charged to the Contractor.

#### **1.21.30 (440) -Dimensions**

The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the CA any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.

#### **1.21.31 (450) -Ordering of Materials**

The accuracy and sufficiency of the measured quantities is not guaranteed for purposes of ordering materials or constructing the work.

#### **1.21.32 (500) -Contractors Drawings**

The Contractor shall submit within two weeks of the contract start date, a schedule of drawings covering all the drawings to be prepared by the Contractor. The schedule shall

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include the following information on each drawing; title, drawing No., scale, date of issue to Employer's Agent, date of issue to site.

The Contractor's tender price is to include for the issue and re-issue of four copies of each drawing, until approved by the Employer's Agent. This is in excess of and shall prevail over the figure in Contract Condition 5.3.

All drawings submitted by the Contractor shall be endorsed with the Contractor's own name, title block and drawing number and the Contractor takes full responsibility for such drawings. Drawings shall be prepared to the appropriate scales, and not less than those detailed below: -

- (a) Drawings corresponding to all drawings submitted by the Contractor with his Tender.
- (b) Detailed switch-room and plant room drawings.
- (c) Schematic diagrams.
- (d) Layout drawings and setting out drawings
- (e) Builders work drawings shall show fully dimensioned, all foundations, bases plinths, holes required and the overall sizes and weights of the plant concerned. The proposed methods of making good holes shall be detailed.
- (f) Co-ordinated and general co-ordination details.
- (g) Certified manufacturer drawings of relevant to suit equipment.
- (h) Details and schematic diagram of electrical interlocking.
- (i) Complete schematic diagrams of control systems.
- U) Complete wiring diagrams of connections to all equipment.
- (k) Elevations of all items to be installed.
- (l) Materials list and equipment schedules A4 or A3
- (m) Details drawings.

### **1.21.33 (510) - Contractor's Production Information**

When preparing the master programme make reasonable allowance for completing production information, inspection by the CA and any subsequent amendment(s), resubmission(s) including submission to the Planning Supervisor for comment and re-inspection(s).

During the Contract submit to CA the required number of copies of design/production information. The CA will note his comments on one copy, then return to the Contractor.

Ensure that any necessary amendments are made without delay. Unless and until the CA confirms that resubmission is not required, submit copies of amended drawings etc. to CA. and ensure incorporation of necessary amendments all as before. If submitted design/production information differs from the Employer's Requirements, each such

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difference must be the subject of a request for substitution or Change, supported by all relevant information.

Should any amendment required by the CA be considered to involve a change which has not already been acknowledged as a Change by the CA, notify the CA without delay and in any case within 7 days, and do not proceed with ordering, fabrication, erection or installation until subsequently instructed. Claims for the extra cost of such work, if made after it has been carried out, may not be allowed. Complete final version of all design/production information and submit to the CA the number of copies required by him.

#### **1.21.34 (630) - Production Information**

Production Information for the Contractor's designed work must include:-

a) Co-ordination Drawings

The co-ordination drawings shall include all the Works in each area of the site on the one drawing. They shall depict the co-ordination between the various services and take due consideration of all trades and their interrelation with regard to programme, quality, installation and curing/drying times. The Contractor shall provide four copies of such drawings.

b) Builders Work Drawings

Builders Work Drawings shall show the locations, requirements and all working details of all building work provisions required and indicate weights of all plant and equipment items to be installed.

c) Installation Drawings

Installation Drawings shall indicate the details of all ductwork, pipework, conduit, cable trunking and tray, equipment layouts, interconnections and the relationship between these and the building fabric and any other services. Details of all supports and fixings proposed shall be included.

Wiring diagrams shall show clearly the details of multi-core cables terminated in the equipment.

All drawings shall be to scale where applicable and fully detailed. All dimensions shall be given in metric units and the material, of which each part is to be manufactured, shall be noted.

No installation work shall be carried out to unaccepted drawings. Drawings shall include key plans to identify areas covered by the particular drawing. The Contractor shall provide four copies of each such drawing.

d) Shop Drawings

Shop drawings shall be produced to provide fabrication details of the various components. The Contractor shall provide four copies of each such drawing.

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### 1.21.35 (690) - Record Drawings

Record drawings shall be a comprehensive record of the exact installation of the Works. They shall be submitted to the Employer's Agent for comment and finally for acceptance four weeks prior to Practical Completion. The Contractor is advised that great importance will be placed upon the quality, accuracy, clarity and completeness of the record documents and upon their being made promptly available.

The record drawings shall be initially issued, and subsequently revised and re-issued until accepted, to the Employer's Agent in duplicate. Once accepted, these drawings shall be issued to the following: -

- (a) Contract Administrator : 2 prints
- (b) Employer H.Q. : 1 negative : 1 print
- (c) Employer site : 2 prints

Note that this is above and shall prevail over, the requirement of Contract Clause S3.

When any equipment comprises a complete installation in itself (*e.g. fire alarm system*), a separate set of drawings relating to that installation shall be included. In addition to these, additional copies of detailed layouts of main plant chambers, circuit diagrams, valve charts, and relevant plant information shall also be provided suitably framed and fixed in the respective plant chambers.

### 1.21.36 (700) - Operating and Maintenance Manuals

Operating and Maintenance Manuals must be provided to the CA not less than 4 weeks before the date of completion.

### 1.21.37 (705) - Record Drawings, Operating and Maintenance Manuals

Record drawings and Operating and Maintenance manuals are to be supplied prior to the date of the Employer's statement of Practical Completion. The supply of this information is an essential part of the contract and until supplied retention monies held will not be released.

### 1.21.38 (710) - Technical Literature

The Contractor is advised to keep copies of the manufacturers current Literature on site, readily accessible for reference by all supervisory personnel, relating to all products to be used in the Works. Those parts of BS 8000 'Workmanship on building sites' which are invoked in the specification.

### 1.21.39 (720) -Maintenance Instructions and Guarantees:

Retain copies delivered with components and equipment (*failing which, obtain*), register with A1anufacturer as necessary and hand over to CA on or before Practical Completion. Notify CA of telephone numbers for emergency services by Sub-Contractors after Practical Completion.

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## 1.22 (A32) ·MANAGEMENT OF THE WORKS

### 1.22.1 (110) ·Supervision

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

### 1.22.2 (112) • Contractor Code of Conduct

The Contractor is referred to the London Borough of Camden's Contractor Code of Conduct a copy of which is repeated within the Pre Tender Health and Safety Plan. The Contractor will be expected to adhere strictly to this Code and become a member of it.

#### **CONSIDERATE**

All work is to be carried out with due consideration for residents, workers, pedestrians, visitors, neighbouring occupiers, businesses and other road users, and at times and in a manner that will minimise disturbance. Special attention is to be shown to the needs of those who have difficulties with sight, hearing or mobility and those in wheelchairs or pushing prams and pushchairs.

#### **QUIET**

Noise from Works, machinery, workers, vehicles, and all other sources is to be kept to a minimum. No audible music from any source will be permitted on site. There are to be no Works that are audible at the site boundary outside permitted hours of work, unless prior agreement has been reached with the London Borough of Camden.

#### **CLEAN**

Foot-ways and carriageways adjacent to the site, as well as all visible aspects of the site, such as hoarding, scaffolding and warning lights, are to be kept clean and in good order. Dust and smoke are to be kept to a minimum. Mud and spillage is to be cleaned off pavements and roads immediately.

#### **TIDY**

Pride in the condition and appearance of the site and the adjoining highway is to be shown in every way, including the tidiness of temporary structures, materials and machinery, and the constant removal of litter and rubbish.

#### **SAFE**

Works and vehicle movements are to be carried out with the utmost care for safety of passers-by as well as for Works. All plant and machinery is to be **maintained** in safe working order and the safety of structures is to be checked frequently.

#### **RESPONSIBLE**

The main contractor is to ensure that all employees, agents, sub-contractors, suppliers, drivers and others working on or near the site maintain all aspects of the Contractors Code of Conduct.

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## **ACCOUNTABLE**

A Contact Board is to be displayed outside the site, giving names and telephone numbers of staff who can be contacted promptly and take immediate action, in response to issues raised by residents, businesses and others.

## **PROTECTION OF TREES OR SHRUBS**

All trees or shrubs to be retained on site to be adequately protected against damage for the duration of the Works. In addition to any penalties imposed for breach of tree Preservation Orders or trees in Conservation Areas the Contractor shall be liable for the payment to the London Borough of Camden of damages.

### **1.22.3 (115)- Resident liaison Officer**

The Contractor shall employ a Resident Liaison Officer (*RLO*) that is fully conversant with the Works, to deal with all contacts and complaints raised by the occupants of the properties being improved.

His name will be given to residents as a first point of contact. The RLO shall visit all Residents to identify any potential problems and make appointments. This will be followed by a joint visit from the RLO and Contractor's design staff to agree the locations of the new telephone handset and associated wiring.

Where possible all Residents shall receive a minimum of two weeks notice prior to commencement of work in their dwelling (See also A33/645).

The RLO shall deal with allegations of damage to resident's effects. Each such allegation shall be recorded and within two working days the resident shall be advised as to whether the contractor accepts responsibility in whole or in part or denies it. In cases of the former a settlement must be made within two working weeks. Records shall be made available to the CA or other authorised persons. The Contractor shall maintain adequate insurance in respect of such properly substantiated resident claims.

The RLO shall hold regular "surgeries" to discuss the works with the residents. The RLO shall invite members of the Housing Office, Tenants Association and Design Team as appropriate. Allow for holding surgeries in the evenings if required.

### **1.22.4 (115A)-Access to Dwellings**

The Resident Liaison Officer will be responsible for arranging access to all dwellings. He will initially make a personal visit and if no reply leave a standardised calling card requesting the resident either to telephone or visit the office of the RLO or note a convenient time on the card and deliver this to the office. If after two personal visits to the dwelling contact remains unsuccessful (this may include calling back during evenings or weekends), then after three working days have elapsed following the second visit a letter must be sent by recorded delivery requesting an appointment within forty-eight hours.

If no response is received within forty-eight hours from the date of the recorded delivery letter then reference must be made to the estate office.



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### 1.22.5 (1158) -Management of Residents Complaints

A formal procedure by use of a logbook is to be instigated to deal with the management of resident's complaints. These shall be recorded in writing noting the resident, the dwelling, the nature of the complaint, the date the complaint was received, the date on which the preliminary response was made (*not exceeding five days*) and the date on which the matter was resolved. A weekly record of complaints received and dealt with is to be forwarded to the CA noting the status of all complaints and action taken at that date.

### 1.22.6 (116) - Resident Consultation and Access to Properties

Contractors are to be aware of the London Borough of Camden policy for full consultation with all of its residents and will be required to follow those requirements. The Contractor will be required from time to time to take a full and active part in any discussions that arise with residents in connection with this project. This will include attendance at Resident's meetings/presentations, often outside normal working hours. Any presentation shall be deemed to include full and detailed presentational material (*e.g. photos, display boards, slides mock-ups, etc*).

As part of the detailed design the Contractor shall make a thorough assessment of the physical disruption to the residents during the undertaking of each proposal under consideration. Recommendations on how disruption can be kept to a minimum will be part of the Contractor's Proposals.

A Public meeting will be held to introduce the Contractor and other members of the project team. The scheme will be presented and customer care issues covered. A newsletter will be sent to all residents advising of the proposed start date and duration of the contract, access requirements, security and complaints procedure. The letter will include a list of contact names and telephone numbers.

Weekly surgeries may need to be held on site for residents to discuss problems that may be worrying them. These are to be held between normal site working hours and in some cases in the evenings (*7pm to 9pm*). Monthly advisory meetings with Resident Association Representatives and Contractors may also be separately held.

The Contractor will be required to co-ordinate all the work in such a manner as to ensure that the work undertaken causes minimal disruption to Residents. The Contractor shall work in a clean and tidy manner, protects work areas and leaves the properties in a clean and tidy condition, and that any damage is made good promptly.

The Contractor must set up a procedure to effectively monitor the progress of the Works and to ensure that the downtime of services is kept to a minimum not exceeding 4 hours and any problems encountered by Residents are attended to in the shortest possible time.

Manager. Advise the residents of the Works programme giving a minimum of two weeks advanced notice so that the residents can be fully advised of any interruptions to the services.

The Contractor shall give at least seven days written notice to the Employer's Agent and affected Residents of his intention to isolate any services including electricity supplies. The required period of isolation should also be stated. Authority to proceed with the interruption of supplies must be gained from the CA before Works commence.

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Care shall be taken to phase the Works so that little or no disruption to any services affect residents. Services shall not be shut down for more than 4 hours at any given period and certainly never overnight. If it is necessary to shut down services for more than 4 hours the Contractor shall make available temporary supplies and services, with the provision of electric heaters.

The Contractor shall ensure that all residents are aware of the requirements for all operatives to display identification passes and that access should be denied if not in possession of such an approved pass.

#### **1.22.7 (117)- Structural Engineer**

Any queries raised by the Contractor due to the cutting of holes and fixings must be presented to the CA for comment prior to the commencement of such Works.

#### **1.22.8 (120) -Insurance's**

Before starting work on site, submit documentary evidence and/or policies and receipts for the insurance's required for the Conditions of Contract.

#### **1.22.9 (130) - Insurance Claims**

If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss that may be caused by failure to give such notice.

#### **1.22.10 (150)- Ownership**

Materials arising from the alteration work are to be offered in the first instance to the CA after which if not required they become the property of the Contractor. Remove from site as work proceeds.

#### **1.22.11 (160) - Equal Opportunities**

The Contractor shall at all times comply with the requirements of the Race Relations Act 1976.

In so far as is necessary to enable the Employer to comply with its duty under Section 71 of the Race Relations Act 1976, the Contractor shall give the Employer such information, such access to documents and such copies as the Architect/Contract Administrator may reasonably require in order to satisfy herself as to the Contractor's compliance with the Act and the provision of this Employer's Special Condition 1.

The Contractor shall at the request of the Architect/Contract Administrator provide the employer with a breakdown of its work force by race and grade to the extent that the Architect/Contract Administrator may reasonably require such information for the purpose of monitoring the Contractor's compliance with Employer's Special Conditions so far as relevant.

The Contractor shall inform the Architect/Contract Administrator immediately on becoming aware of any legal proceedings (*whether civil or criminal*) brought or likely to be brought against the Contractor under the Race relations Act 1976 or any judgements awards, convictions or settlements arising therefrom and shall provide the

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Architect/Contract Administrator with such further information (*including details of the steps taken by the Contractor as a consequence*) and documentation as he or she may require in relation thereto.

#### **1.22.12 (170) •Local Employment**

The Contractor and their Subcontractors and Suppliers are expected to show a commitment to recruiting Local Labour. The Contractor shall aim to employ a number of local people and shall submit periodic returns with names and addresses of such employees in order to monitor the success of this initiative, with the understanding that there will be no additional costs incurred by the Employer.

#### **1.22.13 (180)-Considerate Builders Scheme**

Allow for registering the site with the Considerate Constructors Scheme including the appropriate fee and for using best endeavours to comply with the Scheme's Code of Considerate Practice. (*See Pre-Tender Health and Safety Plan*).

#### **1.22.14 (190)- Pornographic Material**

The display of pornographic material on the site is strictly prohibited.

#### **1.22.15 (211) • Programme**

As part of the Contractor's Proposals prepare in an approved form a master programme for the Works, which must make allowance for all: -

- a) Subcontractor's work, including the completion of drawings etc. (*see section A31*).
- b) Running in, adjustment, commissioning and testing of all engineering services and installations. The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents. Where and to the extent that the programme implications for work which is not so defined are impossible to assess the Contractor should exclude it from his programme and confirm this when submitting the programme. Submit 4 copies to CA.

#### **1.22.16 (220) • The Programme**

The programme shall state the start and end dates for each activity including: -

- (a) Production of installation, co-ordination, builders work and shop drawings for each service
- (b) Plant and manufacturers drawings for major items
- (c) Asbestos removal Works
- (d) Installation of the services
- (e) Commissioning of the services
- (f) Painting decorating and making good

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- (g) Production of record drawings
  - (h) Production of operating and maintenance manuals
  - (i) Work within individual dwellings shall be programmed to be continuous as far as practicable. Long intervals between trades, with work part complete, shall be avoided.

The programme should be sufficiently detailed to allow the efficient monitoring of the Works by the CA. If necessary the Contractors programme shall be revised and re-submitted by the Contractor until the Employer accepts the content of information. The accuracy of the programme and the compliance with the programme is the responsibility of the Contractors and any comments issued by the Employer's Agent do not relieve the Contractor of this responsibility.

#### **1.22.17 (230) - Submission**

Submission of programmes will not relieve the Contractor of his responsibility to apply in writing for instructions, drawings, etc. in accordance with the Conditions of Contract.

#### **1.22.18 (240)- Commencement of Work**

Inform the CA at least 10 working days before the proposed date for commencement of work on site.

#### **1.22.19 (250)- Monitoring**

Record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

#### **1.22.20 (260) - CA Site Meetings**

The CA will hold regular site meetings to review progress and other matters arising from the administration of the Contract. Meetings will normally be held monthly. Ensure the availability of accommodation at the time of such meetings.

Attend all meetings and inform subcontractors and suppliers when their presence is required. The CA will chair the meetings and take and distribute minutes.

#### **1.22.21 (270) - Contractor's Site Meetings**

Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.

#### **1.22.22 (280) • Photographs**

Provide colour progress photographs taken of the site at fortnightly intervals using an auto-date camera and submit 2 prints size 100 x 75mm of each negative.

#### **1.22.23 (290) • Notice of Completion**

Give CA at least 2 weeks notice of the anticipated dates of Practical Completion of the whole or parts of the Works.

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#### **1.22.24 (300) - Adverse Weather**

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

#### **1.22.25 (410)- Cash Flow Forecast**

Submit with the Contractors Proposals a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period and based upon the programme for the Works.

#### **1.22.26 (420) - Existing Work**

The extent and location of renewal of existing work must be agreed, at least on a provisional basis, with the CA before the work is started. Remove existing work in ways that will reasonably minimise the amount of removal and renewal.

#### **1.22.27 (450)- Daywork Vouchers**

Give reasonable notice to the CA of the commencement of any work that daywork vouchers are to be submitted. Before being delivered, each voucher must be referenced to the instruction under which the work is authorised and signed by the person in charge as evidence that the workmen's names. This shall include the time spent by each and the plant and materials shown to be correct.

#### **1.22.28 (462) - Interim Payments**

At least 3 days before the end of each established Stage or Period for interim payments, submit to the CA a detailed application for amounts due under the Contract including the supporting information which will be defined.

#### **1.22.29 (470) - Unfixed Materials**

At the end of each valuation, disclose to the CA which of the unfixed materials and goods on site are free from and which are subject to any reservation of title inconsistent with passing of property as required by Clause 16 of the Conditions of Contract. Include their respective values. When requested provide evidence of freedom from reservation of title.

#### **1.22.30 (480)- Labour and Plant Returns**

At the beginning of each week, provide for verification by the CA, records showing for each day of the previous week: -

- (a) The number and description of craftsmen, labourers and other persons employed on or in connection with the Works, including those employed by subcontractors.
- (b) The number, type and capacity of all mechanical and power-operated plant employed on the Works.

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## **1.23 (A33) -QUALITY STANDARDS/CONTROL**

### **1.23.1 (110) -Good Practice**

Materials, products and workmanship are to be of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents and in accordance with good building practice.

### **1.23.2 (112) -Contractor's Responsibility**

The Contractor shall inform the CA of any conflict between various applicable, standards, rules and regulations so that he can obtain a ruling on which to proceed. Failure to advise such conflicts prior to production or installation of affected items shall prevent any claim by the Contractor for additional payment. Should the items be found not to be in compliance with the standards, rules or regulations required by the Employer's Agent these items shall be replaced.

The Tenderer/Contractor shall be responsible for keeping the Employer's Agent aware of any alterations to standards that have a bearing on the project that occur during the preparation of his tender or during the execution of the Contract Works. Unless specifically highlighted to the Employer's Agent prior to installation, any additional work caused by the change of a standard shall be assumed to be covered by the original contract sum against the item of Works affected.

### **1.23.3 (115) - Standards of Workmanship**

All Works must comply with relevant regulations including: -

- (a) British Standards Codes of Practice.
- (b) The Gas Safety (Installation and Use) Regulations 1994.
- (c) The Gas Corporation Regulations.
- (d) Model Water Byelaws.
- (e) Building Regulations.
- (f) IEE Regulations latest Edition (with all amendments) and BS 7671.
- (g) Heating and Ventilation Contractors Association Recommendations.
- (h) Local Byelaws.
- (i) Health and Safety Regulations.
- (j) PSA Standard Regulations M & ENos. 3 & 4 and 100.
- (k) COSHH Regulation 1988.
- (l) Control of Pollution Act 1974.
- (m) Regulations of any other Statutory Authorities.

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(n) All design recommendations (and design work) must be based on Good Design practice, complying with CIBSE guidebooks A, B, C and W supplements, technical memorandum, and BSRIA Application guide 1/89.

#### **1.23.4 (116)- Other Standards to be Applied**

Except where modified by this specification, equipment and materials shall be in accordance with IEC (*International Electro-technical Commission*) and ISO (*International Organisation for Standardisation*) and BSS (*British Standards Specification*) Recommendations. If relevant IEC and ISO and BSS Recommendations are not available then relevant national standards shall apply. The Contractor shall propose such national standards for approval by the Employer's Agent.

When IEC or ISO or BSS Recommendations, or national standards are referred to the Edition shall be that which will be applicable at the time of installation, together with any amendments issued up to that time. For domestic hot and cold water installations, valves and items of equipment directly in contact with the water shall be subject to

Local Water Company requirements. Items shall be tested and approved and be listed in the WRc 'Directory of Approved Water Fittings' available from the Water Research Centre (*Water Bylaws Advisory Services: SLOUGH, Berkshire*).

#### **1.23.5 (120) - General Quality of Products**

Products shall be new unless otherwise specified. For products to a British or European Standard obtain certificates of compliance from manufacturers when requested by CA. Ensure that the whole quantity of each product required to complete the work be of a consistent kind, size, quality and overall appearance. Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together. If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.

#### **1.23.6 (125)- Year 2000 Compliance**

The Contractor shall ensure that all components incorporated in these Works are Year 2000 compliant. Any components of whatever type incorporated in the Works are to be immediately replaced if they are found to be in breach of this requirement or if the CA is in any doubt whatsoever as to their compliance with Year 2000 requirements.

The Contractor shall be required to demonstrate compliance with Year 2000 requirements in respect of his own internal management systems insofar as these may materially affect execution of the Works.

#### **1.23.7 (130)- Proprietary Products**

Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/ instructions. Inform CA if these conflict with any other requirement. Submit copies to CA when requested. Where British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

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### **1.23.8 (140)- Checking Compliance of Products/Materials**

Check all delivery tickets, labels, identification marks and where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of product are specified, check to ensure that the correct type is being used in each location.

In particular, check that the sources, types, qualities, finishes and colours are correct and they match any approved samples. All accessories and fixings that should be supplied with the products have been supplied. Sizes and dimensions are correct.

Where tolerances of components are critical, measure a sufficient quantity to ensure compliance. The delivered quantities are correct, to ensure that the shortages do not cause delays in the work. The products are clean, undamaged and otherwise in good condition, with intact protective coverings and unbroken seals. Ensure that products that have a limited shelf life are not out of date.

### **1.23.9 (150) - Protection of Products**

Prevent over-stressing, distortion and any other type of physical damage and keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work. Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products.

Prevent excessively high or low temperatures and rapid changes of temperature in the products. Protect adequately from rain, damp, frost, sun and other elements as appropriate and ensure that products are at a suitable temperature and moisture content at time of use.

Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.

Keep different types and grades of products separately and adequately identified. So far as possible keep products in their original wrappings, packaging or containers, until immediately before they are used. Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.

Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.

All equipment, plant, motors and materials, fixed or infixed, shall be protected against ingress of dirt or moisture into working parts by means of polythene covers or equal.

Precautions against mechanical damage by other trades shall be provided where necessary.

### **1.23.10 (169)- Suitability of Related Work and Conditions**

Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work ensure that previous, related work is appropriately complete, to a suitable standard and in a suitable condition to receive the new work.



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Ensure that necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.

Ensure that the environmental conditions are suitable, particularly that the building is suitably weather-tight when internal components, services and finishes are installed.

#### **1.23.11 (170)- General Quality of Workmanship**

Operatives must be appropriately skilled and experienced for the type and quality of work.

Take all necessary precautions to prevent damage to the work from frost, rain and other hazards. Inspect components and products carefully before fixing or using and reject any that are defective. Fix or lay securely, accurately and in alignment.

Provide suitable, tight packaging at screwed and bolted fixing points to take up tolerances and prevent distortion and do not over-tighten fixings. Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular. Ensure that all moving parts operate properly and freely.

Do not cut, grind or plane pre-finished component and products to remedy binding or poor fit without approval.

#### **1.23.12 (180)- BS 8000: Basic Workmanship**

Where compliance with BS 8000 is specified, this is only to the extent that the recommendations therein define the quality of the finished work. Where BS 8000 gives recommendations on particular working methods or other matters which are properly within the province and responsibility of the Contractor, compliance therewith will be deemed to be a matter of general industry good practice and not a specific requirement of the CA under the Contract. If there is any conflict or discrepancy between the recommendations of BS 8000 on the one hand and the Employers Requirements on the other, the latter will prevail.

#### **1.23.13 (190)- Water for the Works**

Water for the Works shall be clean and uncontaminated. If other than mains supply is proposed provide evidence of suitability. Test to BS 3148 if instructed.

#### **1.23.14 (210) -Samples**

Where approval of products is specified submit samples or other evidence of suitability. Do not confirm orders or use products until approval of samples has been obtained. Retain approved samples in good, clean condition on site for comparison with products used in the Works. Remove when no longer required.

#### **1.23.15 (225) -Samples of Finished Work**

Where samples of finished work are specified obtain approval of stated characteristic(s) before proceeding with the Works. Retain approved samples in good clean condition on site for comparison with the Works. Remove samples that are not part of the finished Works when no longer required.

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### **1.23.16 (225)- Samples and Testing**

The total cost of samples and testing is to be included in the tender sum. The Contractor shall at his own expense submit necessary samples of materials and workmanship proposed to be used in the Works and set up specimens of colours, finishes, pointing etc. as required by the Employer. Approved samples will be retained by the Employer as a standard quality for use in the Works and the Employer shall reject any material or workmanship that does not correspond with the approved samples.

### **1.23.17 (226)- Mock-Up**

A working mock-up will be required to demonstrate to the Residents the principal operation of the door entry system.

### **1.23.18 (230)- Approvals**

Where and to the extent that products or work are specified to be approved or the CA instructs or requires that they are to be approved, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics. This shall be to the express approval of the CA or to match a sample expressly approved by the CA as a standard for the purpose.

### **1.23.19 (240) - Approvals of Products**

Inspection or any other action by the CA must not be taken as approval of products or work unless the CA so confirms in writing in express terms. Reference to the date of inspection, part of the work inspected, respects or characteristics which are approved and extent and purpose of the approval together with any associated conditions is required.

### **1.23.20 (340) - Appearance and Fit**

Arrange the setting out, erection, juxtaposition of components and application of finishes (*working within the practical limits of the design and the specification*) to ensure that there is satisfactory fit at junctions. Ensure that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.

Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.

Without prejudice to the above and unless specified otherwise, tolerances will (*where applicable*) be not greater than those given in BS 5606, Tables 1 and 2.

### **1.23.21 (510)- Supervision**

In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.

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### **1.23.22 (512)- Supervision and Security**

The Contractor shall keep all workmen including those employed by Sub-Contractors under his control and within the boundaries of the site. Workmen are only to occupy or to be in that part of the site necessary for the performance of the Works. Provide all reasonable precautions to protect and secure the site, the Works, materials, plant etc. and to prevent unauthorised access to and from adjacent property. Subject to Clause 20 of the Conditions of Contract, the Contractor shall be responsible for the entire charge and care of the Works, including all Works executed by sub-contractors.

The contractor shall be responsible for all risks or damage arising from weather, carelessness of workmen or any other cause whatsoever and such responsibility shall rest with the Contractor from the date of commencement to the date of Practical Completion of the Works. The Contractor shall be responsible for the storage and safe custody of materials and fittings (*including any belonging to the Employer*) and replace any missing at his own cost and provide for all necessary protection. Provide all necessary day and night watching, protective lighting and warning notices required and for providing adequate protection around the site of the Works to prevent accidents and damage. All roads must be left free from obstruction at the termination of each day of work and in a safe and clean condition at all times.

### **1.23.23 (515)- Co-ordination of Engineering Services**

The site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering services, one with another and each in relation to the Works generally. Submit to the CA, when requested, CVs or other documentary evidence relating to the staff concerned.

### **1.23.24 (520) - Person-In-Charge**

Give maximum possible notice to CA before changing the person-in-charge.

### **1.23.25 (540) - Overtime Working**

Whenever overtime is to be worked, give CA not less than 7 days notice, specifying times, types and locations of work to be done. Concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.

### **1.23.26 (550) -Overtime Working**

Defects to be reported to CA without delay. Obtain instructions before proceeding with work that may cover up or otherwise hinder access to the defective construction, or be rendered abortive by the carrying out of remedial work.

### **1.23.27 (555)- Access for Inspection**

Give -cA not less than 7 days notice before removing scaffolding or other facilities for access.

### **1.23.28 (560) -Timing of Tests and Inspections**

Agree dates and times of tests and inspections with CA several days in advance, to enable the CA and other affected parties to be present. On the previous working day to

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

#### **1.23.29 (570) • Proposals for Rectification of Defective Work/Products**

Proposals for rectification of defective work shall be advised as soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract or may appear that they may not be in accordance. The Contractor shall submit proposals to CA for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution. Such proposals may be unacceptable to the CA and he may issue contrary instructions.

#### **1.23.30 (572) • Call Out Procedures during Contract**

The Contractor is to provide a 24-hour, 7 days a week call out service with a 2-hour maximum response time for emergencies. Outside normal office hours a duty officer shall be able to be contacted at all times by telephone. Additional requirements are as follows:-

Contractor to have 24 hours call out/response time to attend to:

Lock/door failure

Potential Health and Safety Emergency

Otherwise all responses to be: -

Within 24 hours for non-emergency

#### **1.23.31 (575) • Extended Warranties**

All warranties are to be valid during the full 12 month working defects liability period. The said period commencing on the date of issue of the Practical Completion Certificate, which will be issued upon completion of all the works described herein. The Contractor shall include all costs associated with obtaining extended warranties from the date when the plant or equipment is first operated to the end of the defects liability period.

#### **1.23.32 (580) • Measures to Establish Acceptability**

Wherever inspection or testing shows that the work, materials or goods are not in accordance with the Contract, measures (*e.g. testing, opening up, experimental making good*) shall be taken to help in establishing whether or not the work is acceptable. Such measures will be at the expense of the Contractor and will not be considered as grounds for extension of time.

#### **1.23.33 (610) • Generally**

Make-good all damage consequent upon the work.

Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.

Clean the Works (*with special attention to the corridors*) thoroughly inside and out, including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work.

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Cleaning materials and methods to be as recommended by manufacturers of products being cleaned and to be such that there is no damage or disfigurement to other materials or construction.

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

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

#### **1.23.34 (640) - Security at Completion**

Leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.

#### **1.23.35 (645) - Resident Liaison Officer**

The services of the RLO will not be required during the Defects Liability period.

#### **1.23.36 (650)- Making Good Defects**

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

#### **1.23.37 (650) -Final Test**

A final test shall be carried out at the end of the Defects Liability Period to demonstrate to the Client that the whole of the Works are operating efficiently and that all components are functioning correctly.

Competent, trained personnel shall carry out all work. The above Works are included in the tender price and shall not be an additional charge except where made necessary by abuse, misuse or negligence by other than the Contractor. The Client prior to the Works shall agree any extra charge.

The Contractor shall reimburse the Resident for any consumables (*e.g. electricity, gas*) used in the repair/rectification of any defect.

### **1.24 (A34) -SECURITY/SAFETY/PROTECTION**

#### **1.24.1 (110) - Security**

Adequately safeguard the site, the Works, products, materials, plant, and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property.

#### **1.24.2 (112)- Specific Security**

All operatives shall be provided with identification badges showing the Contractor's company name, the operative's passport sized photograph and be prominently worn at all times. Residents will be encouraged not to allow access to operatives without such proof of their identity.

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### **1.24.3 (115) ·Building Security**

Access to all dwellings in all blocks is by appointment only. Key access may be available for some vacant dwellings by arrangement with the Housing Co-operative.

### **1.24.4 (120) ·Stability**

Accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary to prevent overloading.

### **1.24.5 (130) • Occupied Premises**

Existing buildings are fully occupied by a mixture of tenants and in full use during the Contract. Carry out the Works without undue inconvenience and nuisance and without danger to occupants and users (*see A321115/116*). Special attention to Health and Safety matters will be required at all times.

Toxic substances must be safely locked away when not in use, adequate signage must be used to warn residents of any wet paint or other potentially damaging operations (*See also A341145*).

### **1.24.6 (135) ·Access**

Particular attention and provision must be given to any disabled residents and those with sight or hearing difficulties.

### **1.24.7 (145) - Health and Safety Policy**

The Contractor shall at all times comply with the requirements of the Health and Safety at Work, etc., Act 1974 and of any other provisions of any acts, regulations, welfare, applying to work being carried out by the Contractor.

The Contractor shall in performing the Works adopt safe methods of work in order to protect the health, safety and welfare of its own employees and to the extent applicable, the employees of the Employer and all other persons including members of the public.

The Contractor shall, throughout the duration of the Contract maintain a written safety policy and shall ensure that the Employer and the Contractor's personnel are notified of any changes to the policy.

The Contractor shall at all times comply with the requirements of its own safety policy and safety codes of practices.

The Contractor shall provide such information and documents as the Employer or the Architect/Contract Administrator may require as evidence of such compliance and shall maintain copies of all relevant legislation, codes of practice and working rules for the kind of work undertaken and shall permit its employees to use and refer to them.

The Contractor shall :

inform the Architect/Contract Administrator as soon as it becomes aware of any prosecution or pending or likely prosecution of the Contractor for any offence pertaining to the health and safety of its employees or of other persons or of any conviction on such prosecution, and shall provide the Architect/Contract Administrator with such further information and documents as the Architect/Contract Administrator may require;

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provide the Architect/Contract Administrator with a copy of the Contractor's current Safety Policy;

prior to the Commencement Date appoint a person who shall be responsible for co-ordinating health and safety matters with Employer.

permit the Employer's Safety Officer for the time being or any officer nominated by him for the purpose to enter and inspect without prior notice at any reasonable time any premises, equipment or materials used, in the process of being used or proposed to be used, by the Contractor in the performance of the Works. The Contractor shall co-operate with the Safety Officer and any such nominated officers, and permit them to test, take measurements, samples and photographs of any premises, equipment or materials used, in the process of being used or proposed to be used, by the Contractor and persons working in or about the performance of the Works;

The Contractor will be required to appoint a lead officer within their company to be responsible for Health and Safety matters relating to the project. The Contractor will submit proposals and details of the firms Health and Safety at Work Policy and Procedures, including an outline Health and Safety plan for the scheme. This plan will initially be progressed along the lines of a method statement of Health and Safety for the proposed scheme, addressing the safety methods to be employed in progressing and completing the Works successfully within the budget and programme and in compliance with Statutory requirements. The contractor will be required to maintain and, where necessary, upgrade the Health and Safety Plan as the scheme develops.

The Contractor will be required to ensure that they implement this plan and monitor its effectiveness. Before Works orders are raised for the scheme, the Health and Safety plan will be sufficiently developed in general terms to form part of the Contractor's Proposals. Following the issue of the Works order, the plan will be tailored, in liaison with all sub-Contractors to meet the particular scheme's requirements.

The Contractor will be required to be fully aware of the Construction (*Design and Management*) Regulations 1994 (*COM*), and its implications on the scheme, in compliance with Statutory obligations.

#### **1.24.8 (150) - Risks to Health and Safety**

The Contractor shall at all times comply with the requirements of the Health and Safety at Work etc., Act 1974 and of any other provisions of any acts, regulations, orders or rules of law pertaining to health, safety and welfare, applying to work being carried out by the Contractor.

In addition to complying with statutory requirements use products, methods of work and protective measures which will minimise health and safety hazards. Inform the CA in advance of all safety provisions and procedures (*including those relating to materials that may be deleterious*) which will require the compliance of the Employer or his representatives when visiting the site.

Provide protective clothing and/or equipment for the Employer and his representatives as appropriate.

Provide the CA with copies of all Method Statements submitted to the Health and Safety Executive.

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#### **1.24.9 (170) •Employer's Representatives Site Visits**

Inform the CA in advance of all safety provisions and procedures (*including those relating to materials that may be deleterious*) which will require the compliance of the Employer or his representatives when visiting the site.

Provide protective clothing and/or equipment for the Employer and his representatives as appropriate.

#### **1.24.10 (185) • Permit**

Permit to work procedures will operate where defined by the Employer.

#### **1.24.11 (210). Explosives**

Explosives must not be used.

#### **1.24.12 (221) • Noise**

Comply generally with BS 5228. Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles. Do not use pneumatic drills and other noisy appliances before 9.00 a.m. and after 5.00 p.m. weekdays and at all times at weekends without consent of the CA.

Do not use or permit employees to use radios or other audio equipment at all times. After one written warning by the CA or other authorised persons, any further instances will be the subject of a £50.00 fine for each occurrence which shall be deducted from payment due to the Contractor.

#### **1.24.13 (230) • Pollution**

Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways. If pollution occurs, inform the appropriate authorities and the CA without delay and provide them with all relevant information.

#### **1.24.14 (240) •Nuisance**

Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.

#### **1.24.15 (250) •Parking**

Limited parking will be available on the site by prior arrangement with the Estate Office.

#### **1.24.16 (260) • Fire**

Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' 1992 published by the Building Employers Confederation, the Loss Prevention Council and the National Contractors' Group.

#### **1.24.17 (263) •Smoking**

Smoking will not be permitted on the site.



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#### **1.24.18 (270) - Water**

Prevent damage from storm and surface water.

#### **1.24.19 (280) -Moisture**

Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent, blistering and failure of adhesion, damage due to trapped moisture and excessive movement.

#### **1.24.20 (290) -Waste**

Remove rubbish, debris, surplus material and spoil at end of each working day and the end of each working week and keep the site and Works clean and tidy paying special attention to all corridors. The RLO to check and record at end of each working day.

Any scaffolding and other working areas shall be thoroughly swept and litter picked up, so as to be left clean for the weekend. Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in. Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority. Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner, as approved by a Waste Regulation Authority and in accordance with relevant regulations. Retain waste transfer documentation on site. Allow for paying all costs in connection with landfill tax to be introduced on 1st October 1996.

#### **1.24.21 (300) - Electromagnetic Interference**

Take all necessary precautions to avoid excessive electromagnetic disturbance of apparatus outside the site.

#### **1.24.22 (305) -Laser Equipment**

Install, use and store construction laser equipment in accordance with BS EN 60825.

#### **1.24.23 (410) -Work In all Sections**

Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.

#### **1.24.24 (415) -Fire Escapes**

Maintain at all time an adequate and clear entry and escape route from all residences whilst working in the corridors, stairways or balconies.

Access shall be fully maintained for all Emergency Services.

#### **1.24.25 (420) • Existing Services**

Notify all service authorities and/or adjacent owners of the proposed Works not less than one week before commencing site operations. Before starting work check positions of existing services. Where positions are not shown on drawings obtain relevant details

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from service authorities or other owners. Observe service authority's recommendations for work adjacent to existing services.

Replace any marker tapes or protective covers disturbed during site operations to the service authority's recommendations.

Adequately protect and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or other owners. If any damage to services results from the execution of the Works, notify CA and appropriate service authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor's liability.

#### **1.24.26 (430) - Roads and Footpaths**

Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising.

#### **1.24.27 (450) - Existing Features**

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

#### **1.24.28 (460) - Existing Work**

Prevent damage to existing property undergoing alteration or extension and make good promptly to match existing. Remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum.

#### **1.24.29 (465) - Building Interiors**

Protect building interiors exposed to weather during the course of alteration work with temporary enclosures of sufficient size to permit execution of the work and which will remain weather-tight in severe weather.

#### **1.24.30 (470)- Existing Furniture, Fittings and Equipment**

Prevent damage to any furniture, fittings or equipment including floor coverings in each of the occupied properties. Provide sufficient clean dustsheets or other approved means between the entrance door of each dwelling and all work areas. It shall be continuous and extend to all floor surfaces. The working area shall be screened off from other areas and suitably protected, by dustsheets, against damage by the escape of dust and debris during the Works.

Move furniture as necessary to enable the Works to be executed, replace in original positions.

Vacuum cleanse the work areas and any other affected areas at the end of each day's work, leaving in a clean and tidy condition.

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#### **1.24.31 (475)- Especially Valuable Vulnerable Item(s)**

Ensure the provision and maintenance of special protective measures to prevent damage to Residents belongings. The method of protection shall be as required by each individual resident. The contractor shall provide a suitable number of packing cases.

#### **1.24.32 (480) -Adjoining Property**

Access to/use of adjoining property has not been agreed with adjacent owners.

#### **1.24.33 (481) -Adjoining Property**

Prevent trespass of work-people. Take all reasonable precautions to prevent damage to adjoining property. Obtain permission as necessary from the owners if requiring erecting scaffolding on, or otherwise using adjoining property, and pay all charges. Remove and make good on completion or when directed. Bear the cost of repairing any damage arising from execution of the Works.

#### **1.24.34 (490) - Existing Structures**

Provide and maintain during the execution of the Works all incidental shoring, strutting, needling and other supports as may be necessary to preserve the stability of existing structures on the site or adjoining, that may be endangered or affected by the Works. Support existing structure as necessary during cutting of new openings or replacement of structural parts.

Do not remove supports until new work is strong enough to support the existing structure. Prevent over-stressing of completed work when removing supports.

#### **1.24.35 (495) - Resident Liaison**

The Contractor is to ensure that any security/protection Works cause minimum hindrance to residents at all times.

### **1.25 (A35) -SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING**

#### **1.25.1 (110)- Scope**

The limitations described in this section are supplementary to limitations described or implicit in information given in other sections of the Employers Requirements.

#### **1.25.2 (130)- Method/Sequence of Work**

The milestone programme attached at Section 4 denotes key dates.

The Contractor shall provide a detailed programme.

#### **1.25.3 (140)- Access to the Site**

Access to the sites will be via the adjacent streets and main entrances.

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### **1.25A (150)- Use of Site**

Do not use the site for any purpose other than carrying out the Works. Existing residential lifts may be used with a minimum of two days prior notification to Residents. Maximum load weights are not to be exceeded and FULL boarded protection to all surfaces must be applied.

### **1.25.5 (155)-Scaffolding**

Ensure that any standing scaffolding is erected early enough and/or dismantled late enough to suit the programmes of the Works and of all sub-contractors.

### **1.25.6 (156)- Cartridge Operated Fixing Tools**

Cartridge operated fixing tools shall be designed, constructed and operated in accordance with BS 4078. The tools shall not be operated unless fitted with a suitable splinter guard. The use of these tools shall be controlled as to avoid the risk of injury, loss of life or damage to property. The Contractor shall comply with all Regulations governing the use of such tools.

### **1.25.7 (160)- Working Area**

The working area for the Contractors site will be occupied by the Employer/his employees/his tenants/other parties throughout the Contract and the Contractor shall at all times restrict his operations to areas of any compound and to those areas which are immediately subject to the Works.

### **1.25.8 (161)- Working Area**

The working area for the Contractor will be confined to within the site. The Contractor's storage compound and working area and the area where he may erect temporary buildings is limited to the areas within the site boundaries. Allow for all costs involved for the delivery of materials in sufficient quantities to ensure continuity of working and if necessary for providing extra storage space away from the site. At completion restore the ground to its original condition to the satisfaction of the Employer.

### **1.25.9 (170)- Use or Disposal of Materials**

All rubbish skips shall be of the lockable type. They shall be kept locked at all times when not in use.

### **1.25.10 (190)- Working Hours**

Permitted hours shall be 8.00 a.m. to 6.00 p.m. weekdays. (*Note: noisy work to be restricted between 9.00 a.m. to 5.00 p.m.*). The CA at his/her discretion will adopt a flexible policy regarding work outside normal working hours, especially when necessary to meet access difficulties. Prior permission must be obtained and once obtained all affected residents and the Environmental Health Officer informed, with the maximum period of notice available.

### **1.25.11 (210) - Completion in Sections or Parts**

Where the Employer is to take possession of any Section or part of the Works and such Section or part will, after its completion, depend for its adequate functioning on work located elsewhere on the site, complete such other work in time to permit such

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possession to take place. During execution of the remainder of the Works ensure that completed sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

**1.26 (A36)- EMPLOYERS REQUIREMENTS FOR FACILITIES/TEMPORARY WORK/SERVICES**

**1.26.1 (190)-Locations**

Inform CA of the intended siting of all spoil heaps, temporary Works and services.

**1.26.2 (115) - Charges**

The Contractor is to pay all charges in respect of temporary Works, services and buildings.

**1.26.3 (120)- Maintain**

Alter, adapt and move temporary Works and services as necessary. Remove when no longer required and make good.

**1.26.4 (210)- Room for Meetings**

These will not be required.

**1.26.5 (220)- CA's Site Office (*where necessary*)**

This will not be required.

**1.26.6 (260)- Sanitary Accommodation (*where necessary*)**

This will not be required.

**1.26.7 (281)- Existing Accommodation**

The existing residential accommodation or buildings may not be used as temporary accommodation.

**1.26.8 (330)- Temporary Hoarding**

Provide temporary fencing, fans, hoarding, planked foot-ways, guard rails, gantries and the like as may be necessary for protecting the public and others and for the proper execution of the Works and for meeting the requirements of the Local or other Authority.

**1.26.9 (360)- Name Board**

Obtain the Employer's approval for the design and siting of, liaise with and satisfy the requirements of the Planning Authority and provide temporary name board sufficient to accommodate and include the following requirements: -

- a. Title of the project and the name and address of the Employer
- b. Employer's Agent name and address
- c. Quantity Surveyor's name and address

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- d. Contractor's name and address
  - e. The interest of the Local Authority (Consultants will provide standard name boards)

Include for all backboards, runners, supports, framing and the like and for any signwriting required. Maintain in good condition throughout the Contract and take down and clear away on completion and return name boards to the Consultants. The Contractor should note that no other name boards or advertising would be permitted on the site.

#### **1.26.10 (361)- Direction Boards**

Provide direction boards as required.

Submit details to the CA for approval and make appropriate arrangements with the Local Authority or other Statutory Authorities to affix these boards in such locations as shall be agreed by the CA to indicate the location of the site.

#### **1.26.11 (410) - Lighting**

During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.

#### **1.26.12 (420)- Lighting and Power**

Electricity supply from the Employer's (*Landlord's*) mains may be used for the Works. Power and lighting for tools etc within plant areas will be available at no cost. Any connection/disconnection and alteration costs shall be borne by the Contractor.

The Contractor shall contribute a sum of £10.00 plus Vat per dwelling to cover the cost of electrical energy or gas consumed, administrative costs and loss of benefit. The CA shall exercise discretion in applying these costs. The Employer will not be held responsible for the effects of any failure or restriction in supply.

#### **1.26.13 (442)- Telephones**

Provide as soon as practicable after the Date of Possession a temporary on site telephone for use by the Contractor and Subcontractors. Alternatively, provide mobile telephone numbers to the CA for his use.

#### **1.26.14 (443) -Telephone (*Employers Use*)**

This will not be required.

#### **1.26.15 (444)- Dedicated Telephone**

This will not be required.

#### **1.26.16 (450)- Facsimile Installation**

This will not be required.

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#### 1.26.17 (490) • Use of Permanent Installations

The permanent supply, disposal, mechanical, electrical, communications and transport installations may not be used for any purpose other than running in, testing and commissioning. Permission if given will be in writing and the Contractor must inform the CA and indemnify the sub-contractors, pay for all replacements, supervision and attendance, and fuel costs incurred.

#### 1.26.18 (500)- Meter Readings

Where charges for service supplies need to be apportioned, ensure that the relevant authority at possession and/or completion as appropriate takes meter readings. Ensure that copies of readings are supplied to interested parties.

#### 1.26.19 (530) ·Protective Clothing (*Where necessary*)

This will not be required

#### 1.27 (A37) ·OPERATION/MAINTENANCE OF FINISHED INSTALLATIONS

See Section 2 and 3.

#### 1.28 (A40) ·CONTRACTOR'S GENERAL COST ITEMS • MANAGEMENT AND STAFF

##### 1.28.1 (110)- Management and Staff

Allow for all staff costs associated with the Works including head office and site based staff necessary to complete the Works to the entire satisfaction of the Employer.

#### 1.29 (A40) • CONTRACTOR'S GENERAL COST ITEMS • SITE ACCOMMODATION

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

##### 1.29.1 (110)- Site Accommodation

#### 1.30 (A42) ·CONTRACTOR'S GENERAL COST ITEMS· SERVICES AND FACILITIES

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

##### 1.30.1 (110)-Power

##### 1.30.2 (120) - Lighting

##### 1.30.3 (130)- Fuels (Excluding Fuels for Testing and Commissioning)

##### 1.30.4 (140) ·Water

##### 1.30.5 (150) ·Telephone and Administration

##### 1.30.6 (160)- Safety, Health and Welfare

See A34/145 And 150

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1.30.7 (170) ·Storage of Materials

See A33/150

1.30.8 (180) ·Rubbish Disposal

See A34/290

1.30.9 (190) ·Cleaning

See A33/610

1.30.10 (200)- Drying Out

See A34/280

1.30.11 (210) • Protection of Work in all Sections

See A34/410 et seq.

1.30.12 (220)- Security

See A34/110 and 112 and 115

1.30.13 (230) ·Maintain Public and Private Roads

See A34/430

1.30.14 (240) ·Small Plant and Tools

1.30.15 (300) ·General Attendance of Nominated Sub-contractors

See Section A51

1.30.16 (310) ·Additional Services and Facilities Items

Insert below further cost items as may be required, with fixed charges and time related charges as appropriate:



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1.31 (A43) ·CONTRACTOR'S GENERAL COST ITEMS ·MECHANICAL PLANT

1.31.1 (110) ·Cranes

1.31.2 (120)- Hoists

1.31.3 (130)- Personnel Transport

1.31.4 (140)- Transport

1.31.5 (150) ·Earthmoving Plant

1.31.6 (160)- Concrete Plant

1.31.7 (180) ·Paving and Surfacing Plant

1.31.8 (250) · Additional Mechanical Plant Items

Insert below further cost items as may be required, with fixed charges and time related charges as required:

1.32 (A44) · CONTRACTOR'S GENERAL COST ITEMS ·TEMPORARY WORK

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

1.32.1 (110)- Temporary Roads

1.32.2 (120)- Temporary Walkways

1.32.3 (130)- Access Scaffolding

1.32.4 (140) ·Support Scaffolding and Propping

1.32.5 (150) ·Hoarding, Fans, Fencing, Etc.

1.32.6 (160) ·Hard-standing

1.32.7 (170) ·Traffic Regulations

1.32.8 (250) ·Additional Temporary Works Items

Insert below further cost items as may be required, with fixed charges and time related charges as required.