

MeiLoco Ltd

Newquay Town Council

# Killacourt

## Killacourt Preliminaries

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# A10

## Project particulars

### Clauses

#### 110 The Project

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1. Name: Killacourt Redevelopment
2. Nature: Landscape Construction and Building Refurbishment.
3. Location: Killacourt, Newquay, Cornwall, TR7 1DT

<https://www.google.com/maps/place/Killacourt/@50.4143355,-5.0851857,17z/data=!3m1!4b1!4m5!3m4!1s0x486b0e32f55f1477:0x1fe29972719061cf!8m2!3d50.4143355!4d-5.082997>

4. Timescale for construction work: Commence work: February/March 2020  
Practical Completion: June 2020

#### 120 Employer (Client)

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1. Name: Newquay Town Council
2. Address: Municipal Offices, Marcus Hill, Newquay TR7 1AF
3. Contact: Laura Lane/Andy Curtis
4. Telephone: 01637 878388
5. E-mail: ceo@newquay.town

#### 140 Architect/ Contract Administrator

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1. Name: Meiloci Landscape Architects
2. Address: 67 Lemon Street, Truro, Cornwall, TR1 2PN
3. Contact: Kelly Jeffs.
4. Telephone: 01872 264899
5. E-mail: kjeffs@meiloci.co.uk

#### 150 Principal designer

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1. Name: Meiloci Landscape Architects
2. Address: 67 Lemon Street, Truro, Cornwall, TR1 2PN
3. Contact: Patricia Hawes
4. Telephone: 01872 264899
5. E-mail: phawes@meiloci.co.uk

#### 160 Quantity Surveyor

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1. Name: Ed Crossley Associates
2. Address: 67 Lemon Street, Truro, Cornwall, TR1 2PN
3. Contact: James Cummings
4. Telephone: (01872) 273701
5. E-mail:

### **170 Structural Engineer**

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1. Name: Richard Gowan Consulting Limited
2. Address: FIRST FLOOR OFFICES,  
5 BANK SQUARE, ST JUST,  
CORNWALL, TR19 7HH
3. Telephone: 01736 785829

### **175 Mechanical Engineer**

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1. Name: TBC
2. Address:
3. Telephone:

### **180 Landscape Architect**

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1. Name: Meiloci Landscape Architects
2. Address: 67 Lemon Street, Truro, Cornwall, TR1 2PN
3. Telephone: 01872 264899

### **200 Consultants -Bandstand Refurbishment: 3idog**

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1. Description: Refurbishment of bandstand design consultant
2. Name: 3idog
3. Contact: Steve Coombe
4. Address: 67 Lemon Street, Truro, Cornwall, TR1 2PN
5. Telephone: 07760753882
6. E-mail: [steve@3idog.com](mailto:steve@3idog.com)

Ω End of Section

# A11

## Tender and contract documents

### Clauses

#### 110 Tender Drawings

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1. The tender drawings are: M430.DR.L.1000.T - M430.DR.L.1106.T

#### 120 Contract drawings

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1. The Contract Drawings: The same as the tender drawings.

#### 130 Quantities drawings

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1. The drawings from which the bills of quantities were prepared are the tender drawings.
2. Exceptions:

#### 160 Preconstruction information

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1. **Format:** The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries and other tender documents.

Ω End of Section

# A12

## The site/ existing buildings

### Clauses

#### 110 The site

---

1. **Description:** The site boundaries are as identified on drawing M430.1006. and include all features and condition within this area.

Means of access and position of works are show on drawing M430.1006

#### 120 Existing buildings on/ adjacent to the site

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1. **Description:** The existing Bandstand (subject to the provisional sum identified within this project)  
The boundary walls and footings of the eastern boundary.  
The building on the west of the site, within the site boundary.  
The Wall at Chymeddon

#### 140 Existing utilities and services

---

1. **Drawings:** (Information shown is indicative only): M430.DR.L.1006.
2. **Other information:** All information included in relation to the services is contained within the Tender package. Contractors are to make themselves aware of all existing and adjacent services.

#### 180 Health and safety file

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1. **Availability for inspection:** The Health and Safety File for the site/ building may be seen by appointment during normal office hours at: Meiloci Landscape Architects and at the Newquay Town Council Offices.
2. **Arrangements for inspection:** Meiloci Landscape Architects (Principle Designer) Patricia Hawes.

#### 200 Access to the site

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1. **Description:** As Drawing M430.DR.L.1006
2. **Limitations:** Killacourt is freely accessible to the public. The bandstand is locked so will require access arrangements prior to the commencement of works. Newquay Town Council.
3. **Access for inspections:** Provide access at reasonable times for both on-site and off-site work. Provide access at reasonable times for both on-site and off-site work.

#### 210 Parking

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1. **Restrictions on parking of the Contractor's and employees' vehicles:** Parking is available 'off-site' and within the free parking spaces along the adjacent streets.

#### 220 Use of the site

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1. **General:** Do not use the site for any purpose other than carrying out the Works.
2. **Limitations:** Parking of contractor employee vehicles is not permitted within the site boundary with the exception of deliveries and for the purposes of carrying out the works.

#### 230 Surrounding land/ building uses

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1. **General:** Adjacent or nearby uses or activities are as follows:
  - 1.1. The site is adjacent to residential buildings and public pedestrian and vehicular movement.

## 240 Health and safety hazards

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1. **General:** The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:
  - 1.1. The existing 'ADIT' as identified in the tender information..
  - 1.2. The Existing HV cable which runs in a north/south direction through the site. (The exact location must be identified prior to commencement of works).
  - 1.3. Various services (M&E) as identified on the survey and accompanying information. (The exact location and 'runs' of all services must be identified prior to commencement of works).
  - 1.4. Proximity to the cliff top. Although outside of the site boundary, the cliff top is in close proximity to the works and should be identified as a potential health and safety risk to protect all users and employees.
  - 1.5. The adjacent landscape and highways/paths will remain in use for the duration of the construction works. Employees of the contractor and general public should be protected from construction and vehicular movement in and out of the site.
2. **Information:** The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
3. **Site staff:** Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

## 250 Site visit

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1. **Assessment:** Before tendering, ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works. The Contractor shall by his or her own independent observations and enquiries fully inform and satisfy themselves as to the nature, extent and practicality of the works, the position relative thereto of exposed works, buildings, structures, means of access to the works and the character of the soil or strata in or on which the works are to get constructed, and all other points which can in any way affect the prices inserted in the Bill of Quantities. Any monetary or other claim made by the Contractor on the grounds of want of knowledge of any or all of the aforesaid matters of things will not be entertained by the Employer. The Contractor shall, by inspection of a site plan and by inspection of the site, make himself acquainted with the area of ground around the works upon which he will be allowed by the Landscape Architect/CA to:
  - a make temporary roads
  - b stack materials
  - c Condition of the existing Kiosk and requirements to erect sheds, messrooms, workshops and offices
  - d erect temporary conveniences if required in addition to existing public facilities
  - e deposit excavated soil
2. **Arrangements for visit:** Arrangements for visiting the site can be made by appointment with Laura Lane of Newquay Town Council - 01637 878388

Ω End of Section

# A13

## Description of the work

### Clauses

#### 110 Preparatory work by others

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1. Details: N/A. The contractor is responsible for all works related to the site.
2. Timescale: N/A

#### 120 The works

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1. **Description:** Comprises new hard and soft landscaping works to existing Killacourt, including new paving, planting and bespoke site features and furniture, all in accordance with the drawings and specification

Elements of Work:

##### **Demolitions and Alterations**

Carry out all site clearance, demolitions and alterations generally in accordance with drawing M430.DR.1002

Works to include careful removal and retention of all objects and features identified for safeguarding and storage, including but not limited to; benches, memorial plaques, stone engravings and features. Existing planting is to be removed and retained for re-use.

##### **General Earthworks**

Excavation of existing topsoil from areas of new paving's and reworked levels including storage on site for re-use in locations identified on drawings.

topsoil to be screened and improved prior to placement in new topsoil areas all as per specification. Excavate to reduce levels all areas of existing paving being removed, including excavation of existing subbase to achieve reduced level required for installation of new paving. Excavate/build up to reduce/ increase level all new areas of paving as required. Disposal of all excavated material off site unless required for making up levels where required.

##### **Hard Landscaping**

Installation of all new natural granite paving's, kerbs and edgings as specified and identified on Architects drawing M430.DR.L.1002 and in accordance with laying pattern identified on detail sheets 1101 - 1106

##### **Site Furniture**

Supply and install all elements required for the creation of seating within the site:

Bench type 1: Rendered block form with Kebony seat and feature lighting.

Bench Type 2: Rendered block, rectangular form with Kebony seat, arm rests, back rest and feature lighting.

Bench Type 3: Precast concrete seat (2 no moulds) to form low amphitheatre steps.

Design and provide all ducting for current and future service provision all as specified and identified on

Drawing M430.DR.L.1007 for the provision and distribution of electrical supply for all power points and lighting throughout the site as shown within the accompanying drawing packages.

Design and undertake the refurbishment of the existing bandstand, based on the supplied drawings M430.5001 - 5010, including green roof



Design and install stormwater drainage system to control all run-off resulting from the new design.

Design and install retaining walls including the provision of structural calculations to satisfy the required loadings.

Prepare bases of level terracing for the installation of 'Incubator Units' by Newquay Town Council.

The preparation of ground for the installation of the Cafe unit by Newquay Town Council.

NB. The contractor is to be responsible for the design of all structural and civil engineering detail in relation to retaining walls, footings and drainage .

### **140 Completion work by others**

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1. **Description:** Installation of the Incubator units and cafe. (All preparation work is to be completed by the contractor).

Ω End of Section

## A20

# JCT intermediate building contract with contractor's design (icd)

## Clauses

### Intermediate building contract with contractor's design (icd)

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

## The recitals

### First - The Works

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- **Comprise:** See clause A13/120  
Clearance as required of the existing site, ensuring the protection of retained and adjacent features, installation of landscape works including walls, retaining walls, furniture, hard and soft landscape, including all drainage and electrical provision.
- **Location:** See clause A12/110

### Second - Contractor's designed portion

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- The Works include the design and construction of
  - The refurbishment of the existing bandstand, including installation of the Greenroof in accordance with preliminary detailed design Ref drawings: M430.DR.5001 - M430.DR.5010.
  - The retaining walls identified on drawing M430.DR.L.1002
  - Drainage design. Schematic design identified on drawing M430.DR.L.1002
  - Electrical design. Schematic design identified on drawing M430.DR.L.1002

### Third - Contract drawings

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- The Contract Drawings: As listed in clause A11/120.

### Fifth A - Pricing by the Contractor

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- Option A will apply: Option B will be deleted.
- Priced document: Within Option A the following words will be deleted:
  - Bills of Quantities Bills of Quantities.
- Priced Activity Schedule: The words 'and has provided the Employer with a priced schedule of activities annexed to this Contract (the Activity Schedule)' will be deleted.

## Articles

### 4 - Quantity Surveyor

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- Quantity Surveyor: See clause A10/160.

### 5 - Principal Designer

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- Principal Designer: See clause A10/150.

## Contract particulars

### Fourth Recital - Employer's Requirements

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- Comprise: Refer to Drawing packages Ref M430.DR.5001-5010 & 1002

### Tenth Recital - CDM Regulations

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- The project is notifiable.

### Clause 1.1 - Base Date

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- Base Date: 7th February 2020

### Clause 1.1 - Date for completion of the Works

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- Date for completion of the Works (where completion by sections does not apply): No Later than 12th June 2020

### Clause 2.4 - Date of possession of the site

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- Date of Possession of the site: 10th March 2020

### Clause 2.23.2 - Liquidated Damages

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- Damages: At the rate of £600 per Week.

### Clause 2.30 - Rectification period

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- Period: Twelve months from the date of practical completion of the Works.

### Clause 4.7 - Advance payment and advance payment bond

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- Advance payment: Clause 4.7 does not apply.

### Clause 4.8.1 - Interim payments - Interim Valuation Dates

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- The first Interim Valuation Date is: 27th March 2020, and thereafter the same date in each month or the nearest Business Day in that month.

### Clause 4.9.1 - Interim payments - percentage of value

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- Not achieved practical completion: Where the Works, or those works in a section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is 95%.
- Completed works: Where the Works, or those works in a section, have achieved practical completion, the percentage in respect of the completed works is 97.5%.

### Clause 6.4.1 - Contractor's Public Liability Insurance: Injury to persons or property

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- Insurance cover for any one occurrence or series of occurrences arising out of one event: £10 MILLION

### Clause 6.5.1 - Insurance - liability of Employer

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- Insurance is not required.

## **Clause 6.7 and Schedule 1 - Works Insurance - insurance options**

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- Schedule 1: Insurance option Option C. (applicable to alteration or extension works to existing structures where the Employer takes out the policy applies.
- Percentage to cover professional fees: 15 per cent.
- Where Insurance Option C applies, Paragraph C1: applies.

## **Clause 6.15 - Joint Fire Code**

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- The Joint Fire Code: Does not apply.

## **Clause 6.19 - Contractor's Design Portion - Professional Indemnity Insurance**

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- Level of cover: Amount of indemnity required:
  - relates to claims or series of claims arising out of one event;
  - and is £ 2 million.

### **The conditions - No Amendments**

#### **Section 1: Definitions and Interpretation - No Amendments**

#### **Section 2: Carrying out the Works - No Amendments**

#### **Section 3: Control of the Works - No Amendments**

#### **Section 4: Payment - No Amendments**

#### **Section 5: Variations - No Amendments**

#### **Section 6: Injury, Damage and Insurance - No Amendments**

#### **Section 7: Assignment and Collateral Warranties - No Amendments**

#### **Section 8: Termination - No Amendments**

#### **Section 9: Settlement of Disputes - No Amendments**

#### **Execution - No Amendments**

Ω End of Section

## **A30**

# **Tendering/ subletting/ supply**

### **Main contract tendering**

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#### **145 Tendering procedure**

1. **Arithmetical errors:** Pricing document is dominant.

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#### **160 Exclusions**

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

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#### **170 Acceptance of tender**

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

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#### **190 Period of validity**

1. **Period:** After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 13 weeks.
2. **Date for possession/ commencement:** See section A20.

### **Pricing/ submission of documents**

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#### **210 Preliminaries in the specification**

1. **Measurement rules:** Preliminaries/ General Conditions have been prepared in accordance with SMM7.

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#### **220 Pricing of preliminaries**

1. **Abbreviations:** The following have been used:
2. **F = Fixed charge item.**
  - 2.1. **TR = Time related charge item.**

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#### **250 Priced documents**

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

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#### **300 Quantities in the priced document**

1. **Quantities:** Where included in the priced document, these have been prepared in accordance with SMM7.

### **310 Tender**

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1. **General:** Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

### **440 Schedule of rates**

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1. **Schedule of rates (unpriced):** Included with the tender documents. The Contractor may insert additional items.
2. **Fully priced copy:** Submit with the tender documents.

### **480 Programme**

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1. **Programme of work:** Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemize any work which is excluded.
2. **Submit:** With tender

### **510 Alternative method tenders**

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

### **515 Alternative time tenders**

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1. **General:** In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.
2. **Date for completion:** If any such tender is accepted the date for completion inserted in the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.

### **520 Design documents**

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1. **Scope:** Include the following in the Contractor's Proposals:
  - 1.1. **Design drawings:** For surface water drainage,
  - 1.2. **Design drawings. 02:** Design, Specification & structural calculations for retaining walls,
  - 1.3. **Design drawings. 03:** Electric circuit and connection to lighting and power points.
  - 1.4. **Design drawings. 04:** Refurbishment of the Bandstand. (including green roof).
  - 1.5. **Technical information:** For all of the above.
2. **Submit:** With tender.

### **530 Substitute products**

---

1. **Details:** If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
2. **Compliance:** Substitutions accepted will be subject to the verification requirements of clause A31/200.

### **540 Quality control resources**

---

1. **Statement:** Describe the organisation and resources to control the quality of the Works, including the work of subcontractors.
2. **QA staff:** Identify in the statement the number and type of staff responsible for quality control, with details of their qualifications and duties.
3. **Submit:** With the Tender

### **550 Health and safety information**

---

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

### **570 Outline construction phase health and safety plan**

---

1. **Content:** Submit the following information within one week of request:
  - 1.1. Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
  - 1.2. Details of the management structure and responsibilities.
  - 1.3. Arrangements for issuing health and safety directions.
  - 1.4. Procedures for informing other contractors and employees of health and safety hazards.
  - 1.5. Selection procedures for ensuring competency of other contractors, the self-employed and designers.
  - 1.6. Procedures for communications between the project team, other contractors and site operatives.
  - 1.7. Arrangements for cooperation and coordination between contractors.
  - 1.8. Procedures for carrying out risk assessment and for managing and controlling the risk.
  - 1.9. Emergency procedures including those for fire prevention and escape.
  - 1.10. Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
  - 1.11. Arrangements for welfare facilities.

- 1.12. Procedures for ensuring that all persons on site have received relevant health and safety information and training.
- 1.13. Arrangements for consulting with and taking the views of people on site.
- 1.14. Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- 1.15. Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- 1.16. Review procedures to obtain feedback.

**Subletting/ supply - No Amendments**

Ω End of Section



# A31

## Provision, content and use of documents

### Definitions and interpretations

#### 110 Definitions

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

#### 120 Communication

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

#### 130 Products

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

#### 135 Site equipment

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

#### 145 Contractor's choice

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

#### 150 Contractor's Design

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

#### 155 Submit proposals

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

#### 160 Terms used in specification

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1. **Remove:** Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes removal and disposal of associated pipework, wiring, ductwork or other services.
2. **Remediate:** Action or measures taken to lessen, clean up, remove or mitigate the existence of hazardous materials; in accordance with standards, or requirements as may be set out by statutes, rules, regulations or specification.
3. **Fix:** Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging; to include all labour, materials and site equipment for that purpose.

4. **Supply and fix:** As above, but including supply of products, components or systems to be fixed, together with everything necessary for their fixing. All products, components or systems are to be supplied and fixed unless stated otherwise.
5. **Keep for reuse:** Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the employer/ purchaser, or until required for use in the Works as instructed.
6. **Keep for recycling:** As 'keep for reuse', but relates to a naturally occurring material rather than a manufactured product.
7. **Make good:** Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
8. **Replace:** Supply and fix new products matching those removed. Execute work to match original new state of that removed.
9. **Repair:** Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
10. **Refix:** Fix removed products.
11. **Ease:** Adjust moving parts of designated products, or work to achieve free movement and good fit in open and closed positions.
12. **Match existing:** Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
13. **System:** Equipment, accessories, controls, supports and ancillary items (including installation) necessary for that section of the work to function.

## **170 Manufacturer and product reference**

---

1. **Definition:** When used in this combination:
  - 1.1. **Manufacturer:** the person or legal entity under whose name or trademark the particular product, component or system is marketed
  - 1.2. **Product reference:** the proprietary brand name and/ or identifier by which the particular product, component or system is described.
2. **Currency:** References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

## **200 Substitution of products**

---

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

- 3.9. compatibility with adjacent work;
  - 3.10. appearance;
  - 3.11. copy of warranty/ guarantee.
- 4. Alterations to adjacent work: If needed, advise scope, nature and cost.
  - 5. Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

## **210 Cross references**

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

## **220 Referenced documents**

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- 1. **Conflicts:** Specification prevails over referenced documents.

## **230 Equivalent products**

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

## **240 Substitution of standards**

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

## **250 Currency of documents and information**

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

## **260 Sizes**

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

## **Documents provided on behalf of employer**

### **410 Additional copies of drawings/ documents**

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- 1. **Additional copies:** Issued free of charge.

## 440 Dimensions

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1. Scaled dimensions: Do not rely on.

## 450 Measured quantities

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1. Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.
2. Precedence: The specification and drawings shall override the measured quantities.

## 460 The specification

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

## Documents provided by contractor/ subcontractors/ suppliers

### 510 Design and production information

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1. Master programme: Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
2. Design/ production information: Submit two copies, one could be returned with comments and this will be deemed to be a direction, notice or instruction under the Contract. Ensure that any necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.
3. Contractor's changes to Employer's Requirements: Support request for substitution or variation with all relevant information.
4. Employer's amendments to Employer's Requirements: If considered to involve a variation, which has not already been acknowledged as a variation, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after it has been carried out, may not be allowed.
5. Final version of design/ production information: Submit two copies.

### 550 Named subcontractors: Design and production information

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1. General: Certain Subcontractors are/ will be required to provide design/ production information during the contract as described in the Conditions of Contract, clause 3.7.
2. Master programme: Make reasonable allowance, based on information in section A30, for completing design/ production information, checking, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
3. Information from Subcontractors
  - 3.1. Obtain in time to meet the programme and in accordance with NAM/T where applicable.
  - 3.2. Check dimensions are correct, account is taken of all related work, and construction is practicable. Note any comments on one copy of the design/ production information, then submit with the required number of additional unmarked copies. Such checking will not relieve the CA or the Subcontractors of their respective responsibilities for design, co-ordination and documentation.
4. Inspection and comments: One copy will be marked and returned to Contractor. This will not relieve the Subcontractors of their responsibility for design and documentation. Ensure that any necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.
5. Final version of information: Distribute copies to all affected Subcontractors and others and keep one copy on site.
6. Submit two copies.

## 600 Contractor's Design information

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1. **General:** Complete the design and detailing of parts of the Works as specified.
2. **Provide**
  - 2.1. Production information based on the drawings, specification and other information.
  - 2.2. Liaison to ensure coordination of the work with related building elements and services.
3. **Master programme:** Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
4. **Information required:** Drawings and specification for the Band Stand Green roof
  - 4.1. **Format:** PDF/dwg for file and coordination
  - 4.2. **Number of copies:** N/A - PDF
5. **Information required:** Drawings and calculations for surface water drainage
  - 5.1. **Format:** PDF/dwg for file and coordination
  - 5.2. **Number of copies:** N/A - PDF
6. **Information required:** Drawings and calculations for electrical supply and routing/connections
  - 6.1. **Format:** PDF/dwg for file and coordination
  - 6.2. **Number of copies:** N/A - PDF
7. **Information required:** Drawings and calculations for the construction of retaining walls and works adjacent to existing walls if applicable.
  - 7.1. **Format:** PDF/dwg for file and coordination
  - 7.2. **Number of copies:** N/A - PDF
8. **Submit:** Within one week of request.

## 620 As-built drawings and information

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1. **Contractor designed work:** Provide drawings/ information:
  - 1.1. Drainage, Electrical Design, Retaining walls/structural and Bandstand.
2. **Submit:** At least two weeks before date for completion.

## 630 Technical literature

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

## 640 Maintenance instructions and guarantees

---

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

## Document/ data interchange - No Amendments

Ω End of Section



## A32 Management of the works

### Generally

#### 110 Supervision

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

#### 118 Vehicle safety requirements

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1. **Vehicle equipment:** Ensure that all vehicles have the following:
  - 1.1. Audible alert to other road users to the planned movement of the vehicle when the vehicle's indicators are in operation.
  - 1.2. Prominent signage at the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
  - 1.3. Properly adjusted class VI mirror/s or Fresnel lens to eliminate the near side blind spot.
  - 1.4. Side under run guards.

#### 120 Insurance

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

#### 130 Insurance claims

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1. **Notice:** If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the employer/ client, the person administering the Contract on their behalf and the Insurers.
2. **Failure to notify:** Indemnify the employer/ client against any loss, which may be caused by failure to give such notice.

#### 140 Climatic conditions

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

#### 150 Ownership

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

### Programme/ progress

#### 210 Programme

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1. **Master programme:** When requested and before starting work on site, submit in an approved form a master programme for the Works, which must include details of:

- 1.1. Design, production information and proposals provided by the Contractor/ Subcontractors/ Suppliers, including inspection and checking (see section A31).
  - 1.2. Planning and mobilization by the Contractor.
  - 1.3. Earliest and latest start and finish dates for each activity and identification of all critical activities.
  - 1.4. Running in, adjustment, commissioning and testing of all engineering services and installations
  - 1.5. Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A54)
  - 1.6. Work by or on behalf of the Employer and concurrent with the Contract (see section A50). The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
2. **Exclusions:** 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 and confirm this when submitting the programme.
  3. **Submit:** two copies

## **230 Submission of programme**

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1. **Further information:** Submission of the programme will not relieve the Contractor of the responsibility to advise of the need for further drawings or details or instructions in accordance with the Contract.

## **250 Monitoring**

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1. **Progress:** Record on a copy of the programme kept on site.
2. **Avoiding delays:** If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.
3. **Key Performance Indicators**
  - 3.1. **Details:** Delays to supply, adverse weather.
  - 3.2. **Performance:** Record progress against each KPI.
  - 3.3. **Corrective action:** If performance falls below target, submit proposals as soon as possible.

## **260 Site meetings**

---

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

## **265 Contractor's progress report**

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1. **General:** Submit a progress report at least Monthly before the site meeting.
2. **Content:** Notwithstanding the Contractor's obligations under the Contract the report must include:
  - 2.1. A progress statement by reference to the master programme for the Works.
  - 2.2. Details of any matters materially affecting the regular progress of the Works.



- 2.3. Subcontractors' and suppliers' progress reports.
- 2.4. Any requirements for further drawings or details or instructions to fulfil any obligations under the Conditions of Contract.

### **270 Contractor's site meetings**

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

### **285 Partial possession by Employer**

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1. **Clause 2.25 of Conditions of Contract:** Ensure all necessary access, services and other associated facilities are also complete.

### **290 Notice of completion**

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

### **310 Extensions of time**

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1. **Notice:** When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.
2. **Details:** As soon as possible submit:
  - 2.1. Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
  - 2.2. An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
  - 2.3. All other relevant information required.

## **Control of cost**

### **420 Removal/ replacement of existing work**

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

### **430 Proposed instructions**

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1. **Estimates:** If a proposed instruction requests an estimate of cost, submit without delay, and in any case within seven days.
2. **Include**
  - 2.1. A detailed breakdown of the cost, including any allowance for direct loss and expense.
  - 2.2. Details of any additional resources required.
  - 2.3. Details of any adjustments to be made to the programme for the Works.
  - 2.4. Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.
3. **Inability to comply:** Inform immediately if it is not possible to comply with any of the above requirements.

### **440 Measurement**

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

### **450 Daywork vouchers**

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

### **470 Products not incorporated into the Works**

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1. **Ownership:** At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.
2. **Evidence:** When requested, provide evidence of freedom of reservation of title.

### **480 Labour and equipment returns**

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1. **Records:** Provide for verification at the beginning of each week in respect of each of the previous seven days.
2. **Records must show**
  - 2.1. The number and description of craftsmen, labourers and other persons directly or indirectly employed on or in connection with the Works or Services, including those employed by subcontractors.
  - 2.2. The number, type and capacity of all mechanical, electrical and power-operated equipment employed in connection with the Works or Services

Ω End of Section

## **A33**

# **Quality standards/ control**

### **Standards of products and executions**

#### **110 Incomplete documentation**

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

#### **120 Workmanship skills**

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

#### **130 Quality of products**

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

#### **135 Quality of execution**

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1. Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
2. Colour batching: Do not use different colour batches where they can be seen together.
3. Dimensions: Check on-site dimensions.
4. Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
5. Location and fixing of products: Adjust joints open to view so they are even and regular.

#### **140 Evidence of Compliance**

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

- 2.7. Identities of witnesses.
- 2.8. Analysis of results.

## **150 Inspections**

---

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

## **160 Related work**

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

## **170 Manufacturer's recommendations/ instructions**

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

## **180 Water for the works**

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

## **Samples/ approvals**

### **210 Samples**

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

## **220 Approval of products**

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

## **230 Approval of execution**

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

## **Accuracy/ setting out generally**

### **320 Setting out**

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

### **330 Appearance and fit**

---

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

### **340 Critical dimensions**

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1. **Critical dimensions:** Set out and construct the Works to ensure compliance with the tolerances stated.
2. **Location:** Detailed on drawings Ref M430.DR.L.1001 - 1106 & 5001 - 5010.

### **360 Record drawings**

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

## **Services generally**

### **410 Services regulations**

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

### **420 Water regulations/ byelaws notification**

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

### **430 Water regulations/ byelaws contractor's certificate**

---

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

### **435 Electrical installation certificate**

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

### **445 Service runs**

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1. **General:** Provide adequate space and support for services, including unobstructed routes and fixings.
2. **Ducts, chases and holes:** Form during construction rather than cut.
3. **Coordination with other works:** Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

### **450 Mechanical and electrical services**

---

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

## **Supervision/ inspection/ defective work**

### **510 Supervision**

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1. **General:** 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.
2. **Evidence:** Submit, including details of the person proposed, their relevant skills training and knowledge; practical experience; qualifications; membership or registration with professional bodies; employment history, work related assessments and management structure.
3. **Submittal date:** Within one week of request
4. **Replacement:** Give maximum possible notice before changing person in charge or site agent.

### **520 Coordination of engineering services**

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1. **Suitability:** 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 and the Works generally.
2. **Evidence:** Submit when requested CVs or other documentary evidence relating to the staff concerned.

### **530 Overtime working**

---

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

### **540 Defects in existing work**

---

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

### **550 Access for inspection**

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1. **Removal:** Before removing scaffolding or other facilities for access, give notice of not less than .....

### **560 Tests and inspections**

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

### **610 Proposals for rectification of defective products/ executions**

---

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

### **620 Measures to establish acceptability**

---

1. **General:** Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:
  - 1.1. Will be at the expense of the Contractor.
  - 1.2. Will not be considered as grounds for revision of the completion date.

### **630 Quality control**

---

1. **Procedures:** Establish and maintain to ensure that the Works, including the work of subcontractors, comply with specified requirements.
2. **Records:** Maintain full records, keep copies on site for inspection, and submit copies on request.
3. **Content of records**
  - 3.1. Identification of the element, item, batch or lot including location in the Works.
  - 3.2. Nature and dates of inspections, tests and approvals.
  - 3.3. Nature and extent of nonconforming work found.
  - 3.4. Details of corrective action.

## Work at or after completion

### 710 Work before completion

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

### 720 Security at completion

---

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

### 730 Making good defects

---

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

Ω End of Section



## A34 Security/ safety/ protection

### Security, health and safety

#### 110 Preconstruction information

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1. Location: Integral with the project Preliminaries, including but not restricted to the following sections:
  - 1.1. Description of project: Sections A10 and A11.
  - 1.2. Client's consideration and management requirements: Sections A12, A13 and A36.
  - 1.3. Environmental restrictions and on-site risks: Section A12, A35 and A34.
  - 1.4. Significant design and construction hazards: Section A34.
  - 1.5. The Health and Safety File: Section A37.

#### 120 Execution hazards

---

1. Common hazards: Not listed. Control by good management and site practice.
2. Significant hazards: The design of the project includes the following:
  - 2.1. Hazard: Proximity to the existing High Voltage Cable
  - 2.2. Hazard: Proximity to the existing Adit
  - 2.3. Hazard: Proximity to the cliff
  - 2.4. Hazard: Excavations in close proximity to existing walls and foundations.
  - 2.5. Hazard: Construction of retaining walls.
  - 2.6. Precautions assumed: Full awareness of risks and appropriate mitigation to be put in place by the contractor
  - 2.7. Specification reference: M430.SPEC.L.0001.T
  - 2.8. Drawing reference: M43.DR.L.1001

#### 140 Construction phase health and safety plan

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1. Submission: Present to the Employer/ Client no later than .....
2. Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
3. Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.

#### 150 Security

---

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

## 160 Stability

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

## 210 Safety provisions for site visits

---

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

## Protect against the following

### 310 Explosives

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1. **Use:** Not permitted.

### 330 Noise and vibration

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1. **Standard:** Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
2. **Equipment:** Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
3. **Restrictions:** Do not use:
  - 3.1. Percussion tools and other noisy appliances without consent during the hours of 9.00 am to 5.00 pm.
  - 3.2. Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

### 340 Pollution

---

1. **Prevention:** Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
2. **Contamination:** If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

### 350 Pesticides

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1. **Use:** Not permitted.

### 360 Nuisance

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

### 370 Asbestos containing materials

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

### 371 Dangerous or hazardous substances

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1. **Duty:** Report immediately suspected materials discovered during execution of the Works.
  - 1.1. Do not disturb.

- 1.2. Agree methods for safe removal or remediation.

### **375 Antiquities**

---

1. **Duty:** Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the Works.
2. **Preservation:** Keep objects in the exact position and condition in which they were found.
3. **Special requirements:** N/A

### **380 Fire prevention**

---

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

### **390 Smoking on site**

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1. **Smoking on site:** Not permitted.

### **400 Burning on site**

---

1. **Burning on site:** Not permitted.

### **410 Moisture**

---

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

### **420 Infected timber/ Contaminated materials**

---

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

### **430 Waste**

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1. **Includes:** Rubbish, debris, spoil, surplus material, containers and packaging.
2. **General:** Minimize production. Prevent accumulations. Keep the site and Works clean and tidy.
3. **Handling:** Collect and store in suitable containers. Remove frequently and dispose of off-site in a safe and competent manner:
  - 3.1. **Non-hazardous material:** In a manner approved by the Waste Regulation Authority.
  - 3.2. **Hazardous material:** As directed by the Waste Regulation Authority and in accordance with relevant regulations.
4. **Recyclable material:** Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.
5. **VOIDS and cavities in the construction:** Remove rubbish, dirt and residues before closing in.
6. **Waste transfer documentation:** Retain on site.

#### **440 Electromagnetic interference**

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

#### **450 Laser equipment**

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1. **Construction laser equipment:** Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.
2. **Class 1 or Class 2 laser equipment:** Ensure laser beam is not set at eye level and is terminated at the end of its useful path.
3. **Class 3A and Class 3B laser equipment:** Do not use without approval and subject to submission of a method statement on its safe use.

#### **460 Powder actuated fixing systems**

---

1. **Use:** Not permitted.

#### **470 Invasive species**

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

### **Protect the following**

#### **510 Existing services**

---

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

## 520 Roads and footpaths

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

## 530 Existing topsoil/ subsoil

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1. **Duty:** Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
2. **Protection:** Before starting work submit proposals for protective measures.

## 540 Retained trees/ shrubs/ grassed areas

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

## 555 Wildlife species and habitats

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1. **General:** Safeguard the following: Cliff top/coastal edge (outside construction site boundary).
2. **Protected habitats and species:** Upon discovery immediately advise. Do not proceed until instruction is received.
3. **Education:** Ensure employees and visitors to the site receive suitable instruction and awareness training.

## 560 Existing features

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1. **Protection:** Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.
2. **Special requirements:** N/A

## 570 Existing work

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

## 625 Adjoining property restrictions

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

## 630 Existing structures

---

1. **Duty:** Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
2. **Supports:** During execution of the Works:

- 2.1. Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining that may be endangered or affected by the Works.
- 2.2. Do not remove until new work is strong enough to support existing structure.
- 2.3. Prevent overstressing of completed work when removing supports.
3. **Adjacent structures:** Monitor and immediately report excessive movement.
4. **Standard:** Comply with BS 5975 and BS EN 12812.

#### **640 Materials for recycling/ reuse**

---

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

Ω End of Section

## A35

# Specific limitations on method/ sequence/ timing

## Clauses

### 110 Scope

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1. **General:** The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.

### 140 Scaffolding

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1. **Scaffolding:** Make available to subcontractors and others at all times.

### 170 Working Hours

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1. **Specific limitations:** Normal working hours are to be between 8.00 am and 6.00 pm from Monday to Friday and 9.00 am to 1.00 pm on Saturday. No work is to take place outside of these hours without the written consent of the CA.

### 180 Completion in sections or in parts

---

1. **General:** Where the Employer is to take possession of any Section or part of the Works and such Section or part will, after its practical completion, depend for its adequate functioning on work located elsewhere on the site: Complete such other work in time to permit such possession to take place.
2. **Remainder of the Works:** During execution, ensure that completed Sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

Ω End of Section

## **A36**

### **Facilities/ temporary work/ services**

#### **Generally**

#### **110 Spoil heaps, temporary works and services**

---

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

#### **Accommodation**

#### **210 Room for meetings**

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1. **Facilities:** The existing kiosk is made available for the contractors use.
2. **Furniture and Equipment:** Provide table and chairs for 6 people.

#### **260 Sanitary accommodation**

---

1. **Requirement:** IN addition to the kiosk building, if required, provide sanitary accommodation for the Employer/ Purchaser, and other members of the consultant team, either separate or shared with the Contractor's supervisory staff. Maintain in clean condition and provide all consumables.

#### **Temporary works**

#### **340 Name boards/ advertisements**

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

#### **Services and facilities**

#### **410 Lighting**

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

#### **430 Water**

---

1. **Supply:** The existing mains may be used for the Works as follows:
  - 1.1. **Metering:** Free of charge
  - 1.2. **Source:** As Drawing M430DR.L.1001
  - 1.3. **Location of supply point:** As above
  - 1.4. **Conditions/ Restrictions:** N/A
2. **Continuity:** No responsibility will be accepted for the consequences of failure or restriction in supply.



## **570 Personal protective equipment**

---

1. General: Provide for the sole use of other members of the project team, in sizes to be specified:
  - 1.1. Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 3.
  - 1.2. High visibility waistcoats to BS EN ISO 20471 Class 3. Number required: 3.
  - 1.3. Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 3.
  - 1.4. Disposable respirators to BS EN 149.FFP1S.
  - 1.5. Eye protection to BS EN 166.
  - 1.6. Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2
  - 1.7. Hand protection - to BS EN 388, 407, 420 or 511, as appropriate.

Ω End of Section

## A37

# Operation/ maintenance of the finished works

## Generally

### 110 The building manual

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1. **Purpose:** The Manual is to be a comprehensive information source and guide for owners and users of the completed Works. It should provide an overview of the main design principles and describe key components and systems to enable proper understanding, efficient and safe operation and maintenance.
2. **Scope**
  - 2.1. Part 1: General: Content as clause 120.
  - 2.2. Part 2: Fabric: Content as clause 130.
  - 2.3. Part 3: Services: Content as clause 140.
  - 2.4. Part 4: The Health and Safety File: Content as clause 150.
  - 2.5. Part 5: Building User Guide: Content as clause 151.
3. **Responsibility:** The Building Manual is to be produced by The Contractor and must be complete no later than 1 week prior to practical completion .
4. **Information provided by others:** Details: Contractors responsibility.
5. **Compilation**
  - 5.1. Prepare all information for Contractor designed or performance specified work including as-built drawings.
  - 5.2. Obtain or prepare all other information to be included in the Manual.
6. **Reviewing the Manual:** Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorized.
7. **Final copies of the Manual**
  - 7.1. Number of copies: 3
  - 7.2. Format: Hard copies (x3) . 1 no digital copy (pdf)
  - 7.3. Latest date for submission: 1 weeks before the date for completion stated in the contract.
8. **As-built drawings and schedules**
  - 8.1. Number of copies: 3
  - 8.2. Format: 3 no hard copies and 1 no pdf

### 115 The Health and Safety File

---

1. **Responsibility:** the Principal Designer
2. **Content:** Obtain and provide the following information: N/A .
3. **Format:** PDF
4. **Delivery to:** Newquay Town Council By (date): 1 week prior to completion.

### 120 Content of the building manual part 1: General

---

1. **Content:** Obtain and Provide the following, including all relevant details not included in other parts of the manual:
2. **Index:** list the constituent parts of the manual, together with their location in the document.
3. **The Works**
  - 3.1. Description of the buildings and facilities.
  - 3.2. Ownership and tenancy, where relevant

- 3.3. Health and Safety information – other than that specifically required by the Construction (Design and Management) Regulations.
4. The Contract
  - 4.1. Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.
  - 4.2. Overall design criteria.
  - 4.3. Environmental performance requirements
  - 4.4. Relevant authorities, consents and approvals.
  - 4.5. Third party certification, such as those made by “competent” persons in accordance with the Building Regulations
5. Operational requirements and constraints of a general nature
  - 5.1. Maintenance contracts and contractors.
  - 5.2. Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors location of emergency alarm and fire fighting systems, services, shut off valves switches, etc.
  - 5.3. Emergency procedures and contact details in case of emergency.
  - 5.4. Other specific requirements: N/A
6. Description and location of other key documents.
7. Timescale for completion: 1 week post practical completion

#### **150 Content of the building manual part 4: the Health and Safety File**

---

1. Content: obtain and provide the following, including all relevant details not included in other parts of the manual, including:
  - 1.1. residual hazards and how they have been dealt with
  - 1.2. hazardous materials used
  - 1.3. information regarding the removal or dismantling of installed plant and equipment
  - 1.4. health and safety information about equipment provided for cleaning or maintaining the structure;
  - 1.5. the nature, location and markings of significant services,
  - 1.6. information and as-built drawings of the structure, its plant and equipment
  - 1.7. ....
2. Information prepared by others: Details: .....
3. Timescale for completion:
4. Submit to:

#### **160 Presentation of building manual**

---

1. Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
2. Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
3. As-built drawings: The main sets may form annexes to the Manual.

## **230 Spare parts**

---

1. **General:** Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock for maintenance of the services installations.
2. **Content:** Include in the priced schedule for:
  - 2.1. Manufacturers' current prices, including packaging and delivery to site.
  - 2.2. Checking receipts, marking and numbering in accordance with the schedule of spare parts.
  - 2.3. Referencing to the plant and equipment list in Part 3 of the Building Manual.
  - 2.4. Painting, greasing, etc. and packing to prevent deterioration during storage.
3. **Latest date for submission:** Practical Completion

## **250 Tools**

---

1. **General:** Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing.
2. **Quantity:** Two complete sets.
3. **Time of submission:** At completion.

Ω End of Section

## **A40**

# **Contractor's general cost items: management and staff**

### **Clauses**

#### **110 Management and staff**

---

1. Cost significant items:

Ω End of Section

## A41

# Contractor's general cost items: site accommodation

## Clauses

### 110 Site accommodation

---

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

Ω End of Section

## A42

# Contractor's general cost items: services and facilities

## Clauses

### 110 Services and facilities

---

1. Details: Services or facilities required or made/ not made available by the Employer: See section A36.
2. Cost significant items: Water, parking and toilet facilities are available from the Employer (Newquay Town Council)

Ω End of Section

## A43

# Contractor's general cost items: mechanical plant

## Clauses

### 110 Mechanical plant

---

1. Cost significant items:

Ω End of Section



## A44

# Contractor's general cost items: temporary works

## Clauses

### 110 Temporary works

---

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

Ω End of Section

## A44

# Contractor's general cost items: temporary works

## Clauses

### 110 Temporary works

---

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

Ω End of Section

## **A50**

### **Work/ products by/ on behalf of the employer**

#### **Clauses**

##### **110 Work by/ on behalf of employer**

---

1. Title:
2. Description of work:
3. Carried out by:
4. Attendance: Allow for the following additional to those reasonably required by the conditions of contract:- .....

##### **120 Products provided by/ on behalf of employer**

---

1. **General:** Details of such products are given in the work sections, for fixing as part of the contract. Use for no other purpose than the Works.
2. **Handling:** Accept delivery, check against receipts and take into appropriate storage.
3. **Surplus products:** Keep safe and obtain instructions.

Ω End of Section

## **A53**

### **Work by statutory authorities/ undertakers**

#### **Clauses**

##### **110 Work by Local Authority**

---

1. Item:
2. Description of work:
3. Provisional Sum: Include .....
4. Allow for general attendance.

##### **120 Work by statutory undertakers**

---

1. Item:
2. Description of work:
3. Provisional Sum: Include .....
4. Allow for general attendance.

Ω End of Section

## **A54**

### **Provisional work/ items**

#### **Clauses**

#### **530 Provisional sums not specifically for work – Tests and samples**

---

1. Provisional sum: Include for tests and samples additional to those specified: 1000.

#### **590 Contingencies**

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1. Provisional sum: Include: 10,000.

Ω End of Section

# A55 Dayworks

## Clauses

### 110 Labour

---

1. Provisional sum: Include prime cost of labour incurred before the Final Completion Date:  
Unskilled 100hrs @ \_\_\_\_\_ = \_\_\_\_\_ Skilled 100hrs @ \_\_\_\_\_ = \_\_\_\_\_.
  - 1.1. Percentage adjustment: Add to cover incidental costs, overheads and profit: .....%.
2. Provisional sum: Include prime cost of labour incurred after the Final Completion Date: .....
  - 2.1. Percentage adjustment: Add to cover incidental costs, overheads and profit: .....%.

### 120 Products

---

1. Provisional sum: Include prime cost incurred at any time during the Contract £2000.
  - 1.1. Percentage adjustment to cover incidental costs, overheads and profit: .....%.

### 130 Equipment

---

1. Provisional sum: Include prime cost of plant (equipment) incurred before the Final Completion Date: £1000.
  - 1.1. Percentage adjustment to cover incidental costs, overheads and profit: .....%.
2. Provisional sum: Include prime cost of plant (equipment) incurred after the Final Completion Date: .....
  - 2.1. Percentage adjustment to cover incidental costs, overheads and profit .....%.
3. **Plant (equipment) costs:** Rates set out in the Schedule of Basic Plant Charges published by the RICS current at the Date of Tender.

Ω End of Section



Specification created using NBS Chorus