



worcestershire
countycouncil

SECTION ONE

GENERAL PRELIMINARIES

**MAINTENANCE CONTRACTS AND
MINOR WORKS CONTRACTS**

WORCESTERSHIRE COUNTY COUNCIL

PROPERTY SERVICES

**GENERAL PRELIMINARIES FOR
MAINTENANCE CONTRACTS AND
MINOR WORKS CONTRACTS**

January 2009

**Peter P.J. Parkes FRICS
Head of Property Services**

The following set of General Preliminaries shall be retained by the Contractor and referred to at the time of Tendering and complied with when carrying out works on the basis of :-

- (1) An Order issued by the Building Occupier for works to be carried out on 'Jobbing' Daywork Rates.
- (2) A Daywork Contract issued by the Head of Property Services for works to be carried out on 'Jobbing' Daywork Rates.
- (3) An Acceptance: Letter Contract issued by the Head of Property Services for works to be carried out at the Tender Sum submitted.

Where Preliminaries are issued with the tender documentation, those Preliminaries will take precedence and these will not apply.

WORCESTERSHIRE COUNTY COUNCIL

Where applicable, these General Preliminaries form Section 1 of the Specification for Maintenance and Minor Works Contracts.

Section 2 - Trade Preambles and Section 3 - Schedule of Work will be described for each individual contract.

The whole of the work is to be carried out in accordance with the Specification and Drawings supplied, under the supervision of and to the complete satisfaction of the Head of Property Services.

The Contractor should include for any costs incurred in complying with these General Preliminaries in the space provided in the Specification for each individual contract.

Where an Order is issued for work to be carried out at Jobbing Daywork Rates, the Contractor will be required to comply with the Property Services document entitled 'The Carrying Out of Works on a Daywork Basis' reproduced as Appendix 'A' of this document. Work carried out on a daywork basis is also subject to the General Preliminaries and Trade Preambles.

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PRELIMINARIES			
<u>Fixed Charge</u>		<u>Time Related Charge</u>	
£	p	£	p

A10 PROJECT PARTICULARS

120 EMPLOYER (CLIENT)

- Name: Worcestershire County Council.
- Address: Spetchley Road, Worcester, WR5 2NP.
- Telephone: 01905 763763.
- Fax: 01905 766498.

130 PRINCIPAL CONTRACTOR

- For notifiable projects, the successful Contractor shall become the Principal Contractor for the purposes of CDM Regulations.

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

- Name: Peter P.J. Parkes FRICS, Head of Property Services.
- Address: Spetchley Road, Worcester, WR5 2NP.
- Telephone: 01905 763763.
- Fax: 01905 766498.

150 CDM CO-ORDINATOR

- For notifiable projects, the CDM Co-ordinator will be appointed by the Client.

160 QUANTITY SURVEYOR

- Name: Chief Quantity Surveyor.
- Address: Spetchley Road, Worcester, WR5 2NP.
- Telephone: 01905 763763.
- Fax: 01905 766498.

170 MECHANICAL AND ELECTRICAL ENGINEERS

- Name: Worcestershire County Council.
- Address: Spetchley Road, Worcester, WR5 2NP.
- Telephone: 01905 763763.
- Fax: 01905 766498.

200 CORRESPONDENCE - DISPUTE PROCEDURE OR FOR SERVING OFFICIAL NOTICES

The above addresses are to be used for general correspondence and exchanges of information. Any correspondence in connection with dispute procedures or for the serving of official notices shall be sent to: -

- Name: The Head of Property Services, Worcestershire County Council.
 - Address: Spetchley Road, Worcester, WR5 2NP.
- By special delivery post with copies to the appropriate party named above.

£

A11 TENDER AND CONTRACT DOCUMENTS

- 110 TENDER DRAWINGS
 • Explanatory drawings may be issued with the Specification to enable the Contractor to ascertain the nature and scope of the work.
- 120 CONTRACT DRAWINGS
 • The contract drawings: The same as the tender drawings.
- 160 PRE-CONSTRUCTION INFORMATION
 • Format: Separate Pre-construction Information is included with the tender documents where applicable.
- 180 OTHER DOCUMENTS
 • Inspection: Drawings and other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office of The Head of Property Services.

A12 THE SITE / EXISTING BUILDINGS

- 110 THE SITE
 • Description: A description of the site will be found in Section 3, The Works.
- 140 EXISTING MAINS AND SERVICES
 • Drawings: Indicative information on the position of existing mains and services will be shown where available.
 • Other information: The Contractor shall be responsible for verifying the accuracy and extent of the information given.
- 220 USE OF THE SITE
 • General: Do not use the site for any purpose other than carrying out the Works.
- 240 HEALTH AND SAFETY HAZARDS
 • General: The nature and condition of the site / building cannot be fully and certainly ascertained before it is opened up.
 • Information: The Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the Works.
 • 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
 • Before tendering: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

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PRELIMINARIES			
<u>Fixed Charge</u>		<u>Time Related Charge</u>	
£	p	£	p

A20 JCT MINOR WORKS BUILDING CONTRACT (MW)

JCT MINOR WORKS BUILDING CONTRACT (MW)

- The contract: JCT Minor Works Building Contract, 2005 Edition, with any amendments current at the date of tender or when the works are carried out at jobbing daywork rates.
- Requirement: Allow for the obligations, liabilities and services described therein against the following headings: -

THE RECITALS

First - THE WORKS

- The work will be described in Section 3, The Works.
- Architect / Contract Administrator: See clause A10/140. The reference to the Architect will be deleted

Second – CONTRACT DOCUMENTS

- The specification/work schedule and drawings (where issued) shall form the Contract Documents.

Third – PRICED DOCUMENTS

- The Contractor shall supply the Employer with a copy of the priced Contract Specification or Work Schedules.

THE ARTICLES

3 – ARCHITECT / CONTRACT ADMINISTRATOR

- Contract Administrator: See clause A10/140.

4 and 5 – CDM CO-ORDINATOR / PRINCIPAL CONTRACTOR

- CDM Co-ordinator: See clause A10/150.
- Principal Contractor: See clause A10/130.
- Articles 4 and 5 will be deleted if the Works are not notifiable under the CDM Regulations.

6 – ADJUDICATION

CONTRACT PARTICULARS

PART 1: GENERAL

Fourth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)

- Employer at the Base Date is a 'contractor' for the purposes of the CIS.

Fifth Recital – CDM REGULATIONS

- The project is notifiable where construction work is expected to last more than 30 working days or involve more than 500 person days.
- Article 7 - ARBITRATION
- Article 7 and Schedule 1 do not apply

Clause 1.1 - CDM PLANNING PERIOD

- Shall mean the period of two weeks ending on the date of commencement of the contract. This period could be reduced for projects of a simple nature.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

Clause 2.2 – COMMENCEMENT AND COMPLETION

- Dates will be mutually agreed before a contract is placed.

Clause 2.8 - LIQUIDATED DAMAGES

- Damages: Liquidated damages, if applicable, will be stated in the Specification for the Works.

Clause 2.10 – RECTIFICATION PERIOD

- Period: 12 Months from the date of practical completion of the Works.

Clause 4.3 – PERCENTAGE OF THE TOTAL VALUE OF THE WORK ETC

- Percentage: 100% unless otherwise stated in the Specification for the Works.

Clause 4.5 – PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE CONTRACTOR

- Percentage: 100% unless otherwise stated in the Specification for the Works.

Clause 4.8.1 – SUPPLY OF DOCUMENTATION

- Period: 3 Months.

Clause 4.11 and Schedule 2 – CONTRIBUTION, LEVY AND TAX CHANGES

- Contracts placed for works to be carried out on Jobbing Daywork Rates, clause 4.11 shall be deleted.
- For all other Contracts, the clause shall remain and the percentage addition under Schedule 2 shall be NIL.

Clause 5.3.2 – CONTRACTORS INSURANCE – INJURY TO PERSONS OR PROPERTY

- Insurance cover (for any one occurrence or series of occurrences arising out of one event): £2,500,000

Clauses 5.4A, 5.4B and 5.4C – INSURANCE OF THE WORKS ETC – ALTERNATIVE PROVISIONS

- Clause 5.4C applies.

Clauses 5.4A.1 and 5.4B.1.2 - PERCENTAGE TO COVER PROFESSIONAL FEES:

- Addition: 13 per cent.

Clause 7.2 - ADJUDICATION

- The Adjudicator is: not named.
- Nominator of Adjudicator: President or a Vice-President or Chairman or a Vice-Chairman of the Royal Institution of Chartered Surveyors.

Schedule 1 and Schedule 2 – BASE DATE

- Base Date: To be 10 days prior to the date for return to tender.

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THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.4 - RECKONING PERIODS OF DAYS

- Amendments: None.

1.7 - APPLICABLE LAW

- Amendments: None.

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

3.2 – PERSON IN CHARGE

The appointed Person in Charge shall be available to give any reasonable information as may be required by the CA or his appointed representatives on site during the contract period and during the period of final measurement.

SECTION 4: PAYMENT

4.1 – VAT

The Employer will require an authenticated VAT receipt for each interim payment before the subsequent certificate can be issued.

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

EXECUTION

- Depending on the nature and value of the works, Contracts will be formed in one of the following ways:
 - An Order issued by the Building Occupier for works to be carried out on 'Jobbing' Daywork Rates.
 - A Daywork Contract issued by the Head of Property Services for works to be carried out on 'Jobbing' Daywork Rates.
 - A Letter Contract issued by the Head of Property Services for works to be carried out at the Tender Sum submitted.

CONTRACT GUARANTEE BOND

- Contract Guarantee Bond: Is not required.

PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

£

PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

ADDITIONAL CONDITIONS TO THE CONTRACT

The following additional clauses shall be deemed to be incorporated in the Contract.

1. If the Contractor (unless relieved from performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail fully and properly to perform and execute the Contract or shall commit any breach of his obligations thereunder, then the Holding or Associate Company (hereinafter called 'the Guarantor') will indemnify the Employer and keep it indemnified from and against all losses, damages costs and expenses which may be incurred by the Employer by reason of any such failure or breach on the part of the Contractor in the performance and execution of the Contract, provided that the liability of the Guarantor shall not exceed the sum or sums for which the Contractor shall be liable.
2. The Guarantor shall not be discharged or released from this guarantee by any arrangement made between the Contractor and the Employer with or without the assent of the Guarantor or any alteration in the obligation undertaken by virtue of the Contract or of any forbearance on the part of the Employer whether as to payment time performance or otherwise.
3. The Employer may cancel the contract and may recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor or any person on his behalf shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement for doing or forbearing to do or for having done or forborne to do any act in relation to the contract or any other contact with the Employer or if the like acts shall have been done by any person employed by him or acting on his behalf (with or without the knowledge of the Contractor) or if in relation to any contract with the Employer the Contractor or any person acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have been given any fee or reward the receipt of which is an offence under Sections 117(2) and (3) of the Local Government Act 1972 or any amendment or re-enactment thereof.
4. The Contractor shall comply with any relevant directives or regulations of the European Community for the time being in force in the United Kingdom.
5. The Employer will insist on the inclusion in the Conditions of Contract a clause permitting it, without any reason or explanation being given, to exclude from the site of the Works or any part of the site, any servant or agent of the Contractor and requiring the Contractor to ensure that this right of exclusion is brought to the attention of the Sub-Contractors (whether named or not).

FINAL ACCOUNT

The Final Account must be independently audited by Worcestershire County Council before the Final Payment is made.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

A30 TENDERING / SUBLETTING / SUPPLY

MAIN CONTRACT TENDERING

110 SCOPE

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

145 TENDERING PROCEDURE

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

160 EXCLUSIONS

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

165 COLLUSIVE TENDERING

- The Contractor shall submit a wholly bona fide Tender and he shall **not** divulge his Tender Price to any person or body before the time for submission of Tenders.

170 ACCEPTANCE OF TENDER

- The Employer and Employer's representatives: -
 - Offer no guarantee that any tender will be recommended for acceptance or be accepted.
 - Will not be responsible for any cost incurred in the preparation of any tender.

180 SITE VISIT

- Before tendering ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- Make an appointment before visiting the site with the Officer in Charge and on arrival report to the Office/Reception. If this is unattended, report to the Caretaker. On leaving the site, report again to the Office/Reception or, if closed, to the Caretaker.
- When visiting site have means of identification, giving the name of the personnel, the name of the Company and have some authority for the visit.
- Failure to comply with these arrangements will mean the removal of the Contractor's name from the County Council's Approved List of Contractors.

190 PERIOD OF VALIDITY

- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 90 days from the date fixed for the submission or lodgement of tenders.
- Date for possession: See section A20.

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200 FREEDOM OF INFORMATION ACT (FoIA):

- In line with its obligations under the Freedom of Information Act 2000, Worcestershire County Council cannot accept blanket confidentiality clauses in contracts. If, at any stage of the contracting process, you provide any information to Worcestershire County Council in expectation that it will be held in confidence, then you must indicate clearly what material is to be considered confidential and why a duty of confidence applies. Any future disclosure of that information by the Council will be made in accordance with the Freedom of Information Act.

230 RECYCLED MATERIALS

- As an environmentally aware and responsible employer, Worcestershire County Council aspires to maximise the use of recycled materials within its construction projects.
- The use of recycled material in building projects can have major benefits ranging from the diversion of material that would otherwise go to landfill to providing more cost effective construction solutions and stimulating market development. It is not always obvious that new products contain material that is derived from recycled sources ("recyclate"). It is often possible to achieve a level of recyclate in a construction project without realising it. Many common products such as bricks, blocks and boards typically include some proportion of recycled material – with the amount varying significantly between competing mainstream brands. All plasterboard products, for example, already contain a level of recyclate. This is usually in the form of gypsum added to the plaster, or recycled paper (cellulose) added to the outer coating. Therefore recycled content is "mainstream" not "green".
- The aim is to assist and advise the construction client, Worcestershire County Council, in the selection and specification of materials with a higher recycled content to enable them to achieve or better the base target of 10% of materials by value.
- Throughout the specification, therefore, certain materials may have been chosen which provide higher recycled content than those routinely chosen on construction projects.
- Where a Contractor wishes to propose a substitute material or component to the one specified, it must be an equivalent product; of at least the same recycled content.

250 PRICED DOCUMENTS

- Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications – the unauthorized alterations or qualifications will have no validity and will be ignored.
- Measurements: Where not stated, ascertain from the drawings.
- Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
- Submit: Priced document within three working days of being requested to do so.

310 TENDER

- 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.

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PRELIMINARIES			
<u>Fixed Charge</u>		<u>Time Related Charge</u>	
£	p	£	p

- 500 TENDER STAGE METHOD STATEMENTS
- Method statements: Prepare, describing how and when the following is to be carried out: -
 - Refer to Pre-construction Information.
 - Statements: Submit within 5 working days of request.
- 515 ALTERNATIVE TIME TENDERS
- General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.
 - 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.
- 530 SUBSTITUTE PRODUCTS
- Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
 - Compliance: Substitutions accepted for consideration will be subjected to the verification requirements of clause A31/200.
- 540 QUALITY CONTROL RESOURCES
- Statement: Describe the organisation and resources to control the quality of the Works, including the work of Sub-Contractors.
 - QA staff: Identify in the statement the number and type of staff responsible for quality control, with details of their qualifications and duties.
 - Submit: Within two weeks of the submission of the tender.
- 550 HEALTH AND SAFETY INFORMATION
- Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of Sub-Contractors, and of any person whom the Works may affect.
 - Include: -
 - A copy of the contractor's health and safety policy document, including risk assessment procedures.
 - Accident and sickness records for the past five years.
 - Records of previous Health and Safety Executive enforcement action.
 - Records of training and training policy.
 - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
 - Submit: Within two weeks of being requested to do so.
- 570 OUTLINE CONSTRUCTION PHASE PLAN
- Content: Must be in accordance with "Managing Health and Safety in Construction" Construction (Design and Management) Regulations 2007 approved code of practice L144 and the "Pre-construction Information".
 - Submit the following information within one week of request and at least two weeks prior to the commencement of works on site: -
 - Method statements on how risks from hazards identified in the Pre-construction Information and other hazards identified by the contractor will be addressed.
 - Details of the management structure and responsibilities.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

- Arrangements for issuing health and safety directions.
- Procedures for informing other contractors and employees of health and safety hazards.
- Selection procedures for ensuring competency of other contractors, the self-employed and designers.
- Procedures for communications between the project team, other contractors and site operatives.
- Arrangements for co operation and co ordination between contractors.
- Procedures for carrying out risk assessment and for managing and controlling the risk.
- Emergency procedures including those for fire prevention and escape.
- Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- Arrangements for welfare facilities.
- Procedures for ensuring that all persons on site have received relevant health and safety information and training.
- Arrangements for consulting with and taking the views of people on site.
- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- Review procedures to obtain feedback.

SUBLETTING / SUPPLY

630 DOMESTIC SUBCONTRACTS

- General: Comply with the Construction Industry Board 'Code of Practice for the selection of Sub-Contractors'.
- List: Provide details of all Sub-Contractors and the work for which they will be responsible.
- Submit: Within two weeks of being requested to do so.

640 'LISTED' DOMESTIC SUB-CONTRACTORS

- General: Where works have been detailed in the specification to be carried out by one or other of the contractors specified, the Contractor shall tender on the basis of sub-contracting these works.

645 'LISTED' DOMESTIC SUB-CONTRACTORS

- Additional persons: Under the provisions of the Contract Conditions, make written application and, if requested, submit (in an approved form) evidence of the suitability of such additional persons. Wherever possible, submissions for addition of persons must be made, and consent obtained, before return of the tender. When any submission for addition of persons is made with the tender the consequences, if any, to the tender price compared to the use of the listed persons are to be made clear or the tender will be treated as qualified.
- Extent of list: If less than three persons named in the list are able and willing to carry out the relevant work so that the relevant Conditions of Contract becomes operative, immediately notify for decision whether or not names shall be agreed for addition to the list.
- Agreement: Before the start of the work to which the list relates enter into a binding subcontract agreement and confirm that this has been done, giving the name of the selected Sub-Contractor.

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A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

110 DEFINITIONS

- Meaning: Terms, derived terms and synonyms used in the General Preliminaries and Specification are as stated therein or in the appropriate British Standard or British Standard glossary.

120 COMMUNICATION

- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
- Format: In writing to the person named in clause A10/140 or the Nominated Officer identified on the particular Order For Work To Property issued by the Building Occupier.
- Response: Do not proceed until response has been received.

125 APPROVAL

- Definition: Approval (and words derived there from) means the approval in writing of the CA unless specified otherwise.

130 PRODUCTS

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

135 SITE EQUIPMENT

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

160 TERMS USED IN SPECIFICATION

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Unload, handle, store, place and fasten in position including all labour and use of site equipment.
- Supply and fix: Includes all labour and site equipment for unloading, handling, storing and execution. All products to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and / or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

- Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

170 MANUFACTURER AND PRODUCT REFERENCE

- Definition: When used in this combination: -
 - Manufacturer: The firm under whose name the particular product is marketed.
 - Product reference: The proprietary brand name and / or reference by which the particular product is identified.
- Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

200 SUBSTITUTION OF PRODUCTS

- Substitution: Where the specification permits substitution of a product of different manufacture to that specified and such substitution is desired, before ordering the product notify the CA and, when requested, submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. Submit certified English translations of any foreign language documents.
- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including: -
 - manufacturer and product reference;
 - cost;
 - availability;
 - relevant standards;
 - performance;
 - function;
 - compatibility of accessories;
 - proposed revisions to drawings and specification;
 - compatibility with adjacent work;
 - appearance;
 - copy of warranty/ guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
- Manufacturers' guarantees: If substitution is accepted, submit before ordering products.
- The Contractor must note that many products have been selected for environmental performance in order that the building meets various assessment criteria; for example, containing high levels of recycled material; achieving A grading in the Green Guide to Specification; containing no, or low levels of volatile organic compounds; containing no substances with ozone depleting potential or substances with high global warming potential etc.
- Proposed substitute products will not be acceptable if they diminish The Building's required rated performance.

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- 210 **CROSS REFERENCES**
- Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
 - Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.
 - Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
 - Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.
- 220 **REFERENCED DOCUMENTS**
- Conflicts: Specification prevails over referenced documents.
- 230 **EQUIVALENT PRODUCTS**
- Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.
 - Compliance: Substitutions accepted for consideration will be subjected to the verification requirements of clause A31/200.
- 240 **SUBSTITUTION OF STANDARDS**
- Products specified to British Standard or European Standard: Substitution may be proposed of products 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.
 - Before ordering: Submit notification of all such proposals.
 - 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.
 - Compliance: Substitutions accepted for consideration will be subjected to the verification requirements of clause A31/200.
- 250 **CURRENCY OF DOCUMENTS**
- Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.
- 260 **SIZES**
- General dimensions: Products are specified by their co-ordinating sizes.
 - Timber: Cross section dimensions shown on drawings are: -
 - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
 - Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

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DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

- 410 **ADDITIONAL COPIES OF DRAWINGS / DOCUMENTS**
 • Additional copies: Two copies of drawings/documents (not counting any certified copy of the Contract Drawings) will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Contractor.
- 440 **DIMENSIONS**
 • Scaled dimensions: Do not rely on.
- 450 **MEASURED QUANTITIES**
 • Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.
 • Precedence: The specification and drawings shall override the measured quantities.
- 460 **THE SPECIFICATION**
 • Co-ordination: All sections must be read in conjunction with Main Contract Preliminaries / General conditions.
- 485 **DISCREPANCIES:**
 • Inform the CA of any discrepancies which may be discovered between the specification and the drawings or between different parts of the drawings or different parts of the specification.

DOCUMENTS PROVIDED BY CONTRACTOR / SUB-CONTRACTORS / SUPPLIERS

- 620 **AS BUILT DRAWINGS AND INFORMATION**
 • Provide drawings / information: -
 - in accordance with the requirements of the Building Manual (see Section A37), and for the Health & Safety File requirements (see CDM Co-ordinator's Pre-Construction Information).
 • Submit: At least two weeks before date for completion.
- 630 **TECHNICAL LITERATURE**
 • Information: Keep on site for reference by all supervisory personnel: -
 - Manufacturers' current literature relating to all products to be used in the Works.
 - Relevant British, EN or ISO Standards.
- 640 **MAINTENANCE INSTRUCTIONS AND GUARANTEES**
 • Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
 • Information location: Building Manual.
 • Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: During the Rectification period.
- 650 **ENERGY RATING**
 • General: Copy of energy rating calculation to be lodged in the Building Manual.

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A32 MANAGEMENT OF THE WORKS

GENERALLY

105 CORRUPTION

- The Council may cancel any orders or contracts and may recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor or any person on his behalf shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or the execution of the contract or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council or if the like acts shall have been done by any person employed by him or acting on his behalf (with or without the knowledge of the Contractor) or if in relation to any contract with the Council the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Sections 117(2) and (3) of the Local Government Act 1972 or any amendment or re-enactment thereof.

110 SUPERVISION

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

120 INSURANCE

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

130 INSURANCE CLAIMS

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

140 CLIMATIC CONDITIONS

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

150 OWNERSHIP

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

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

- 160 **HARDCORE:**
- Brick rubble or other hard materials arising from the work may not be re-used as hardcore unless authorised by the CA.
- 165 **EXCAVATED MATERIALS:**
- The Contractor is strictly prohibited under any circumstances from excavating to obtain sand or gravel. Any sand, gravel, ballast or the like obtained from any authorised excavation shall be the property of the Employer. If approved by the CA to be used in the works, the quantity used shall be measured and the value assessed by the CA and deducted from the tendered or quoted sum.
- 180 **ECOLOGY:**
- As an environmentally aware and responsible employer, Worcestershire County Council aspires to promote the protection (and wherever possible the expansion) of wildlife and its habitat within their sites in order to maintain biodiversity. The Contractor is to comply with all current wildlife legislation, particularly the Wildlife and Countryside Act 1981 and amendments and British Standard BS5837 "Trees in relation to construction" BSI 2005 and is to be environmentally aware in order to minimise the negative impact of the construction process upon wildlife and its habitat.

PROGRAMME / PROGRESS

- 210 **PROGRAMME**
- 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: -
 - Design, production information and proposals provided by the Contractor / Sub-Contractors / Suppliers, including inspection and checking (see section A31).
 - Planning and mobilization by the Contractor.
 - Earliest and latest start and finish dates for each activity and identification of all critical activities.
 - Running in, adjustment, commissioning and testing of all engineering services and installations
 - Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A54)
 - 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.
 - 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.
 - Submit: Two copies to the CA.
- 230 **SUBMISSION**
- 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.
- 245 **START OF WORK ON SITE**
- Notice: Before the proposed date for commencement of work on site give minimum notice of at least five working days to the CA and to the building occupier.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

- 250 **MONITORING**
- Progress: Record on a copy of the programme kept on site.
 - Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.
- 260 **SITE MEETINGS**
- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
 - Frequency: To be agreed.
 - Location: On site .
 - Accommodation: Ensure availability at the time of such meetings.
 - Attendees: Attend meetings and inform Sub-Contractors and suppliers when their presence is required.
 - Chairperson (who will also take and distribute minutes): The CA.
- 280 **PHOTOGRAPHS**
- Number of locations: To be agreed.
 - Frequency of intervals: To be agreed.
 - Image format: Digital.
 - Number of images from each location: To be agreed.
 - Other requirements: None.
- 290 **NOTICE OF COMPLETION**
- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
 - Associated works: Ensure necessary access, services and facilities are complete.
 - Period of notice (minimum): Four weeks.
- 300 **ADVERSE WEATHER**
- Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.
- 310 **EXTENSIONS OF TIME**
- 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.
 - Details: As soon as possible submit to the CA: -
 - Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
 - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
 - All other relevant information required by the CA.
- CONTROL OF COST**
- 410 **CASH FLOW FORECAST**
- Submission: Before starting work on site, submit a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. Base on the programme for the Works.
- 420 **REMOVAL / REPLACEMENT OF EXISTING WORK**
- Extent and location: Agree before commencement.
 - Execution: Carry out in ways that minimize the extent of work.

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- 430 **PROPOSED INSTRUCTIONS**
- Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.
 - Include: -
 - A detailed breakdown of the cost, including any allowance for direct loss and expense.
 - Details of any additional resources required.
 - Details of any adjustments to be made to the programme for the Works.
 - Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.
 - Inability to comply: Inform immediately if it is not possible to comply with any of the above requirements.
- 440 **MEASUREMENT**
- Covered work: Give notice before covering work required to be measured.
- 450 **DAYWORK VOUCHERS**
- Before commencing work: Give reasonable notice to person countersigning daywork vouchers.
 - Content: Before delivery each voucher must be: -
 - Referenced to the instruction under which the work is authorised.
 - Signed by the Contractor's person in charge as evidence that the operatives' names, the time spent by each, the plant and materials shown are correct.
- 455 **DAYWORK RECORDS**
- The Contractor shall keep adequate records of works carried out at 'Jobbing' Daywork Rates as detailed in the document 'the Carrying out of Works on a Daywork Basis', Clause 2.3.7 – Records).
- 460 **INTERIM VALUATIONS**
- Application by Contractor: If made under Conditions of Contract clause 4.12, include details of amounts considered due, together with all necessary supporting information.
- 465 **FINAL CERTIFICATE**
- Should the Contractor fail to supply the necessary documentation in accordance with contract Clause 4.8.1, the CA may make adjustments to the tendered or quoted sum for extras and omissions and the account will be finalised accordingly.
- 470 **PRODUCTS NOT INCORPORATED INTO THE WORKS**
- Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.
 - Evidence: When requested, provide evidence of freedom of reservation of title.
- 490 **LABOUR RECORD**
- Provide each week for verification by the CA a record showing the number and type of craftsmen, labourers and other persons employed on or in connection with the works on each day of that week, including those employed by Sub-Contractors.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

491 PLANT RECORD
 • Provide each week for verification by the CA a record showing the number, type and capacity of all mechanical and power-operated plant employed on the works on each day of that week.

492 PROPER RECORDS
 • The Contractor shall keep proper time sheets and wages books showing the hours worked by Employees on each specific job and wages paid to the work people employed. Such time sheets and wages books shall be produced whenever required for inspection by the CA.

493 INVOICES
 • Provide copies of all invoices for materials, plant, etc and submit these to the CA to substantiate any claim.

494 AUDIT
 • The Final Account must be submitted to Worcestershire County Council within 12 months of the date of Practical Completion and must be independently audited before the Final Certificate is issued. The Contractor must assist the project Quantity Surveyor in the production of the Final Account which must include the following:-
 • A Final Account Summary indicating:
 - Contract Sum
 - Total omissions and additions relating to Architects Instructions
 - Total omissions and additions relating to Approximate Quantities
 - Total omissions and additions relating to Provisional Sums
 - Total omissions and additions relating to Dayworks
 - Total omissions and additions relating to Contingency Sums
 - Cost of any claim for Loss and Expense
 - Final Account total
 • A copy of all of the Architects Instructions issued on the project (no variations will be accepted if not covered by a formal Architects Instruction).
 • A detailed costs breakdown of all variations.
 • All relevant timing certificates
 i.e. practical completion, extensions of time, etc.
 • A schedule of the adjustment or omission of all Approximate Quantities, Provisional Sums, Dayworks and Contingency Sums.
 • A priced Specification or Bills of Quantities.
 • A detailed cost breakdown of any claim for Loss and Expense.
 • A note of any Liquidated and Ascertained Damages deducted on the project.
 If the Final Account is judged to be incomplete it will be returned immediately stating which items of information are missing.

A33 QUALITY STANDARDS / CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

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

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120 WORKMANSHIP SKILLS

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

125 HAZARDOUS MATERIALS

- Products containing asbestos shall not be used in any part of the construction.
- Products containing any of the chemicals listed below shall not be used without the written approval of the Head of Property Services: -
 - DDT: insecticide (organochlorine)
 - PARAQUAT: bipyridyl herbicide (garden and agricultural use)
 - LINDANE / HCH: insecticide
 - 245T: phenoxy herbicide
 - THE DRINS: Dieldrin, Aldrin and Entrin
 - CHLORDANE / HEPTACHLOR: organochlorine insecticide
 - PENTACHLOROPHENOL: organochlorine insecticide
 - CAMPHECLOR: organochlorine insecticide (used as DDT substitute)
 - PARATHION: organophosphorous insecticide (nerve poison)
 - ETHYLENE DIBROMIDE: nematocide / fumigant halocarbon
 - CHLORDINEFORM: organochlorine insecticide (used on tobacco and cotton)
 - TRIBUTYL TIN OXIDE

130 QUALITY OF PRODUCTS

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

133 PROPRIETARY PRODUCTS

- Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations.
- Inform the CA if these conflict with any other specified requirement.
- Submit copies when requested.
- The tender will be deemed to be based on the products specified and recommendations on their use given in the manufacturers' literature current at the date of tender.
- Where British Board of Agrément certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

135 **QUALITY OF EXECUTION**

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

138 **TROPICAL HARDWOOD AND SOFTWOOD**

- The employer has agreed on a policy that tropical hardwoods and softwoods should be obtained from suitable sources. Therefore all timber shall originate from sustainably managed concessions or plantations approved under the Code of Conduct for UK Tropical Timber Traders which regulates the import of tropical woods. All timber and timber products to be clearly marked or certified as complying with the above code. Reference shall also be made to the publications of the 'Friends of the Earth'

140 **COMPLIANCE**

- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
- Compliance with performance specifications: Submit evidence of compliance, including test reports indicating: -
 - Properties tested.
 - Pass / fail criteria.
 - Test methods and procedures.
 - Test results.
 - Identity of testing agency.
 - Test dates and times.
 - Identities of witnesses.
 - Analysis of results.
- Check all documentation and the products themselves to ensure compliance with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that: -
 - The sources, types, qualities, finishes and colours are correct, and match any approved samples.
 - All accessories and fixings which should be supplied with the products have been supplied.
 - Sizes are correct. Where tolerances are critical, measure a sufficient quantity to ensure compliance.
 - The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
 - The products are clean, undamaged and in good condition.
 - Products which have a limited shelf life are not out of date.

150 **INSPECTIONS**

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

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

155 PROTECTION OF PRODUCTS

- Prevent over-stressing, distortion and other damage.
- Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work. Keep dry to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement between stored products.
- Prevent excessively high or low temperatures and rapid changes of temperature in the products.
- Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
- Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
- Keep different types and grades of products separately and adequately identified.
- Keep products in their original wrappings, packings or containers until immediately before they are used. Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.
- Ensure that protective measures are fully compatible with and not prejudicial to the products / materials.

160 RELATED WORK

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

165 GENERAL QUALITY OF WORKMANSHIP

- Operatives must be appropriately skilled and experienced for the type and quality of work.
- Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
- Inspect components and products carefully before fixing or using and reject any which are defective.
- Fix or lay securely, accurately and in alignment.
- Where not specified otherwise, select fixing and jointing methods and types, sizes and spacings of fastenings in compliance with good working practice.
- Provide suitable packings at screwed and bolted fixings to take up tolerances and prevent distortion. Do not over tighten.
- Adjust location and fixing of components and products so that joints which are open to view are even and regular.
- Ensure that all moving parts operate properly and freely. Do not cut, grind or plane pre-finished components and products to remedy binding or poor fit without approval.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

- General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
- Changes to recommendations or instructions: Submit details.
- Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
- Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

175 BS 8000: BASIC WORKMANSHIP

- Where BS 8000 gives recommendations on particular working methods or other matters which are properly within the province and responsibility of the Contractor, compliance therewith will be deemed to be a matter of general industry good practice and not a specific requirement of the CA under the Contract.
- If there is any conflict or discrepancy between the recommendations of BS 8000 on the one hand and the project documents on the other, the latter will prevail. Where BS 8000 gives recommendations on working methods, compliance will be deemed to be a matter of industry good practice and not a requirement of the CA.
- If there is any conflict or discrepancy between the recommendations of BS 8000 on the one hand and the project documents on the other, the latter will prevail.

191 WATER FOR THE WORKS

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

SAMPLES / APPROVALS

210 SAMPLES

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

215 SAMPLES OF FINISHED WORK

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

220 APPROVAL OF PRODUCTS

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

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

230 APPROVAL OF EXECUTION

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

235 SAMPLES OF FINISHES

- Samples of all finishes are required for approval before proceeding with the relative works. Samples of all finishes should be completed for approval in advance of the Contractor's programme for the finishes element.

240 APPROVALS GENERALLY

- Inspection or any other action by the CA must not be taken as approval of materials, products or work unless the CA so confirms in writing in express terms referring to: -
 - Date of inspection
 - Part of the work inspected
 - Respects or characteristics which are approved
 - Extent and purpose of the approval
 - Any associated conditions

ACCURACY / SETTING OUT GENERALLY

320 SETTING OUT

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

330 APPEARANCE AND FIT

- Arrange the setting out, erection, juxtaposition of components and application of finishes to ensure satisfactory fit at junctions, no practically or visually unacceptable changes in plane, line or level and a true, regular finished appearance.
- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either: -
 - Submit proposals; or
 - Arrange for inspection of appearance of relevant aspects of partially finished work.
- General tolerances (maximum): To BS 5606, tables 1 and 2.

340 CRITICAL DIMENSIONS

- Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.
- Location: Detailed on setting out drawings.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

350 LEVELS OF STRUCTURAL FLOORS

- Maximum tolerances for designed levels to be: -
 - Floors to be self-finished, and floors to receive sheet or tile finishes directly bedded in adhesive: +/- 10 mm.
 - Floors to receive dry board / panel construction with little or no tolerance on thickness: +/- 10 mm.
 - Floors to receive mastic asphalt flooring/ underlays directly: +/- 10 mm.
 - Floors to receive mastic asphalt flooring / underlays laid on mastic asphalt levelling coat(s): +/- 15 mm.
 - Floors to receive fully bonded screeds / toppings / beds: +/- 15 mm.
 - Floors to receive unbonded or floating screeds / beds: +/- 20 mm.

360 RECORD DRAWINGS

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

SERVICES GENERALLY

410 SERVICES REGULATIONS

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

420 WATER REGULATIONS / BYELAWS NOTIFICATION

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

430 WATER REGULATIONS / BYELAWS CONTRACTOR'S CERTIFICATE

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

435 ELECTRICAL INSTALLATION CERTIFICATE

- Issue: When work is completed.
- Original certificate: To be lodged in the Building Manual.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

- 440 **GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE**
- Before the completion date stated in the contract: Submit a certificate stating:
 - The address of the premises.
 - A brief description of the new installation and / or work carried out to an existing installation.
 - Any special recommendations or instructions for the safe use and operation of appliances and flues.
 - The Contractor's name and address.
 - A statement that the installation complies with the appropriate safety, installation and use regulations.
 - The name, qualification and signature of the competent person responsible for checking compliance.
 - The date on which the installation was checked.
 - Certificate location: The Building Manual.
- 445 **SERVICE RUNS**
- General: Provide adequate space and support for services, including unobstructed routes and fixings.
 - Ducts, chases and holes: Form during construction rather than cut.
 - Coordination with other works: Submit details of locations, types / methods of fixing of services to fabric and identification of runs and fittings.
- 450 **MECHANICAL AND ELECTRICAL SERVICES**
- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
 - Building Regulations notice: Copy to be lodged in the Building Manual.
- SUPERVISION / INSPECTION / DEFECTIVE WORK**
- 500 **ACCESS**
- Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or Sub-Contractors where work is being prepared for the Contract.
 - Designate: The CA.
- 505 **ACCESS FOR OTHER CONTRACTORS**
- The Contractor shall permit the execution of work, not forming part of his contract, by other parties engaged by the Employer. The Employer shall be responsible for these 'other parties'.
- 510 **SUPERVISION**
- 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.
 - The Contractor's person in charge shall be available to give any information as may be required by the CA on site during the Contract Period and, through the Contractor's office, during the final measurement period.
 - The CA may issue instructions requiring the removal from the works of any person employed thereon.
 - Replacement: Give maximum possible notice before changing person in charge or site agent.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

515 MECHANICAL AND ELECTRICAL SERVICES CO-ORDINATOR

- Worcestershire County Council attaches great importance to the quality of the mechanical and electrical systems that will form an integral part of the building, both during construction and in subsequent use. The effective co-ordination of the mechanical and electrical Sub-Contractors' works, throughout construction but particularly during the commissioning stages, are key to achieving successful completion and handover of the project.
- The Authority will therefore expect the successful tenderer to allocate an individual, as part of his contract management team, with Co-ordinator, in support of the Site Agent, during the construction phase of the project. This individual may be an existing member of the successful tenderer's team, or an individual contracted specifically for the project. In either case, the Authority will expect the individual to be an experienced building services engineer having sufficient knowledge and appreciation of the complexities and importance of the engineering services to be installed, with access to sufficient resources and level of responsibility to carry out the supervisory duties as required to ensure successful completion of the engineering works and their integration into the completed building.
- In evaluating tenders, the Authority will wish to satisfy itself that the above requirements have been allowed for.
- Evidence: Submit when requested CVs or other documentary evidence relating to the staff concerned.

525 COVERING UP

- Give not less than one working day's notice to the CA before covering up of all works subsequently to be concealed unless otherwise agreed with the CA in writing.

528 ACCESS FOR THE CA

- Provide access: At all reasonable times to the Works and to all other places of the Contractor or Sub-Contractors where work is being prepared for the contract.

530 OVERTIME WORKING

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
- Minimum period of notice: Two working days.
- 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.
- The costs of any form of bonus or other incentive payment scheme, including the payment of rates and wages above those laid down, together with the cost of overtime necessary to complete the works within the stipulated time on the Form of Tender will be deemed to be included in the Tender. All other overtime will only be carried out with the written instruction of the CA.
- All other overtime not described in the previous paragraph shall be as defined in the Worcestershire County Council Property Services definition of Prime Cost of Building Works of a Jobbing, Maintenance or Minor Works character as detailed in 'Appendix A' of the Contractors Manual.

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PRELIMINARIES			
<u>Fixed Charge</u>		<u>Time Related Charge</u>	
£	p	£	p

540 DEFECTS IN EXISTING WORK

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

550 ACCESS FOR INSPECTION

- Removal: Before removing scaffolding or other facilities for access, give notice of not less than three working days.

560 TESTS AND INSPECTIONS

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

580 CONTINUITY OF THERMAL INSULATION

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

610 PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS / EXECUTIONS

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

620 MEASURES TO ESTABLISH ACCEPTABILITY

- 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: -
 - Will be at the expense of the Contractor.
 - Will not be considered as grounds for extension of time.

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- 630 **QUALITY CONTROL**
- Procedures: Establish and maintain to ensure that the Works, including the work of Sub-Contractors, comply with specified requirements.
 - Records: Maintain full records, keep copies on site for inspection, and submit copies on request.
 - Content of records: -
 - Identification of the element, item, batch or lot including location in the Works.
 - Nature and dates of inspections, tests and approvals.
 - Nature and extent of nonconforming work found.
 - Details of corrective action.
- WORK AT OR AFTER COMPLETION**
- 710 **WORK BEFORE COMPLETION**
- General: Make good all damage consequent upon the Works. Temporary markings, coverings and protective wrappings. Remove unless otherwise instructed.
 - Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
 - Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
 - COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
 - Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
 - Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.
- 712 **PAINTED SURFACES**
- Touch up minor faults in newly painted / repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- 714 **MOVING PARTS**
- Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.
- 716 **RODDING DRAINAGE**
- Rod all new drains including all existing drain runs into which the new foul and storm water will discharge. Rod the existing drains to the next manhole after the new connections.
- 720 **SECURITY AT COMPLETION**
- General: Leave the Works secure with, where appropriate, all accesses closed and locked.
 - Keys: Account for and adequately label all keys and hand over to Employer with itemized schedule, retaining duplicate schedule signed by Employer as a receipt.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

730

MAKING GOOD DEFECTS

- Remedial work: Arrange access with the CA, Employer and Occupier.
- Rectification: Give reasonable notice for access to the various parts of the Works.
- Completion: Notify when remedial works have been completed.
- The Employer may at any time during the Defects liability Period ask the Contractor to carry out repairs or replace items that are defective, at the Contractor's cost.
- Due to the nature of the business carried out by the Employer it is important that any defects that occur are attended to without delay. Consequently the following time periods allowed for making good defects will be applied by the Employer depending on the severity of the defects: -
 - (i) Very urgent defects are to be made good within 24 hours of receipt of notification.
 - (ii) Urgent defects are to be made good within 3 days of receipt of notification.
 - (iii) Routine defects are to be made good within one week of receipt of notification.
- Should the Contractor fail to rectify the defects within these periods the Employer may instruct a selected contractor to do so and deduct the cost from such monies due to the Contractor.
- The Contractor will be held liable at the end of the maintenance period for making good decorations and shrinkage where affected by the drying out of the building and should allow either here or in the rates for the cost of carrying out this work.
- The Contractor will be required to agree a 'defects list' in conjunction with the CA two weeks before the end of the Defects Liability Period. The Contractor is to fully complete the items listed within two weeks from the issue of the list.

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HIGHWAY / SEWER ADOPTION

- Work to be adopted under the Highways Act, Section 38, or the Roads (Scotland) Act, Section 16 to 18, or the Water Industry Act, Section 104:
- Work for adoption must be: -
 - Completed by the Contractor to the satisfaction of the Highway / Sewer Authorities before the certificate stating the Works are complete is issued.
 - Subject to a Defects Liability / Rectification Period of 12 months (see Appendix to the Contract / Contract Particulars).
 - Maintained during the Defects Liability / Rectification Period, including making good of damage due to reasonable wear and tear occurring during the Period and cleaning at the end of the Period, all to the satisfaction of the Highway/Sewer Authorities.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

- A34 SECURITY / SAFETY / PROTECTION
SECURITY, HEALTH AND SAFETY**
- 105 CONSTRUCTION (DESIGN & MANAGEMENT) REGULATIONS 2007:
- For notifiable projects, the Contractor will be employed as the Principal Contractor under the above regulations up to the date of Practical Completion.
- 110 PRE-CONSTRUCTION INFORMATION (WHERE REQUIRED)
- Location: Included as a separate document, including but not restricted to the following Sections: -
 - Description of project and appointed parties: Sections A10 and A11.
 - Existing information: Sections A11 and A12.
 - Client's consideration and management requirements: Sections A12, and A36.
 - Environmental restrictions and on-site risks: Section A12, A35 and A34.
 - Significant design and construction hazards: Section A34.
 - The Health and Safety File: Section A37.
- 120 EXECUTION HAZARDS
- Common hazards: Not listed. Control by good management and site practice.
 - Significant hazards: Any identified in the design, will be issued with the Pre-Construction Information.
- 130 PRODUCT HAZARDS
- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Occupational Exposure Limits.
 - Common hazards: Not listed. Control by good management and site practice.
 - Significant hazards: Any identified in the design, will be issued with the Pre-Construction Information.
- 140 CONSTRUCTION PHASE PLAN (WHERE REQUIRED)
- Submission: Present to the Employer / Client no later than two weeks before the proposed date for the start of the construction works.
 - Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Plan includes the procedures and arrangements required by the CDM Regulations.
 - Content: Develop the plan from the outline Construction Phase Plan, clause A30/570 and draw on the Pre-construction Information.
- 143 METHOD STATEMENTS
- Will be required during the course of construction, as follows: The Principal (or Lead) Contractor is to carry out a risk analysis of the project and prepare method statements as required to maintain the health and safety of all workmen and contractors engaged in the Works. The method statements should not be limited to those required by current regulations and those required/outlined in the Pre-Construction Information or deemed necessary by the CA and/or CDM Co-ordinator. The Contractor should provide these within two weeks if the request to do so.

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PRELIMINARIES			
<u>Fixed Charge</u>		<u>Time Related Charge</u>	
£	p	£	p

- 146 HSE APPROVED CODES OF PRACTICE
 - Comply with the following: -
 - Management of health and safety at work.
 - Managing construction for health and safety.

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

- 155 CLEANING OCCUPIED PREMISES
 - The Contractor shall be responsible for any additional cleaning costs incurred by the Employer which are caused by dust settlement, etc in non-refurbished areas of the building.

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

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

- 180 PASSES
 - Controlled areas: Passes will be issued to all building operatives, including sub-contractors, professional advisors and client representatives.
 - Authorised persons: Submit a list of the names of all persons requiring passes together with any other related information reasonably required.
 - Return of passes: When requested or on completion of the work to which the pass relates.

- 200 MOBILE TELEPHONES
 - Use: Not permitted in occupied areas.

- 210 EMPLOYER'S REPRESENTATIVES SITE VISITS
 - Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
 - Protective clothing and / or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

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PROTECT AGAINST THE FOLLOWING

- 300 HAZARDS ON SITE
- Make adequate arrangements to cope with the dangers arising in emergency situations, e.g. gas escapes, etc.
 - Ensure that site supervisors are familiar with arranged procedures.
 - Schedule all appropriate emergency telephone numbers and advise all staff on site, including Employer's representatives, of these numbers.
- 310 EXPLOSIVES
- Use: Not permitted
- 330 NOISE CONTROL
- Standard: Comply generally with the recommendations of BS 5228-1, clause 9.3 to minimize noise levels during the execution of the Works.
 - Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
 - Restrictions: Do not use: -
 - Pneumatic drills and other noisy appliances without consent during the hours of 6pm to 8am or at any time during the weekend, without the consent of the CA.
 - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.
- 340 POLLUTION
- Prevention: Protect the site, the Works and the general environment including streams and waterways against pollution.
 - Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.
- 350 PESTICIDES
- Use: Not permitted.
- 360 NUISANCE
- Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
 - Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.
- 370 ASBESTOS CONTAINING MATERIALS
- Check the Asbestos Register for the premises – sign to confirm that this has been done.
 - Duty: Report immediately any suspected materials discovered during execution of the Works.
 - Do not disturb.
 - Agree methods for safe removal or encapsulation.
- 375 ANTIQUITIES
- Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the works.
 - Preservation: Keep objects in the exact position and condition in which they were found.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

380 FIRE PREVENTION

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

385 HOT WORK PERMIT SYSTEM (PSD 168)

- Hot work is deemed to include welding and cutting, brazing and the use of blow lamps, soldering equipment, bitumen boilers and any other equipment producing heat, sparks or having naked flames.
- The Contractor shall nominate a person on site who will act as "Site Fire Safety Co-ordinator" (the SFSC) and that person will be responsible for ensuring compliance with the Hot Work Permit System.
- No Hot Work shall be commenced until the SFSC has issued a Hot Work Permit to carry out the work.
- The SFSC shall be responsible for the issue of the Hot Work Permit under part 1 of the Hot Work Permit and for carrying out the Final Check Up and for signing Part 3 of the Hot Work Permit.
- A copy of the Hot Work Permit and the Precautions and Conditions applying to Hot Work will be supplied to the Contractor upon request and the Contractor is to take such copies as may be required for the completion of the Contract Works.
- The Hot Work Permit shall only be valid for the day of issue.
A copy of all issued Hot Work Permits shall be forwarded to the Contract Administrator at the end of each week.

390 SMOKING ON SITE

- Duty: Prevent, except in designated areas, which must be carefully controlled, equipped with fire fighting equipment and receptacles for the safe disposal of smokers' materials and inspected to guard against risk of fire.

400 BURNING ON SITE

- Burning on site: Not permitted.

405 WATER

- Prevent damage from storm and /or surface water.

410 MOISTURE

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

420 INFECTED TIMBER

- Removal: Where instructed to remove timber affected by fungal / insect attack from the building, minimize the risk of infecting other parts of the building.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

430 WASTE

- Includes: Rubbish, debris, spoil, containers and surplus material.
- Minimize: Keep the site and Works clean and tidy.
- Remove: Frequently and dispose off site in a safe and competent manner: -
 - Non-hazardous material: In a manner approved by the Waste Regulation Authority.
 - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- Waste transfer documentation: Retain on site.

435 WASTE DISPOSAL

- The Contractor and all Sub-Contractors (domestic or otherwise) are reminded that they have a statutory duty of care with regard to the disposal of waste under the Environmental Protection Act. The statutory duty of care imposes four main constraints: -
 - to prevent other persons committing an offence through unlicensed disposal, breach of disposal conditions, or to cause pollution or harm
 - to prevent escape of waste material
 - to ensure that waste is only transferred to an authorised person
 - to ensure that when waste is transferred to an authorised person an adequate description of the material involved is maintained for two years to prevent an offence under (a) or (b) above.
- Allow for all charges, fees etc in connection with the primary law on LANDFILL Tax as contained in the Finance Act 1996 (sections 39 to 71 inclusive, and schedule 5).

440 ELECTROMAGNETIC INTERFERENCE

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

450 LASER EQUIPMENT

- Construction laser equipment: Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.
- 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.
- Class 3A and Class 3B laser equipment: Do not use without approval and subject to submission of a method statement on its safe use.

PROTECT THE FOLLOWING

500 WORK IN ALL SECTIONS

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

505 PROTECTION OF EXISTING BUILDING AND SITE

- Remaining structures: The Contractor should include for costs of protecting all elements of the remaining structure and siteworks. Any damage to these areas will be made good at the contractors cost.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

510 EXISTING SERVICES

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

515 LOCATING BRITISH TELECOM PLANT INCLUDING FIBRE OPTICS CABLES

- Prior to commencing work on site: The Contractor shall contact British Telecom by dialing 100 and asking for 'Freefone Dial before you dig' to ascertain the exact location, line and depth of British Telecom plant in the vicinity of the works.
- Protection: The Contractor will be responsible for providing adequate protection.
- Damages: All costs arising from damage to British Telecom plant shall be the responsibility of the Contractor.

520 ROADS AND FOOTPATHS

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

530 EXISTING TOPSOIL / SUBSOIL

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

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

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

- 550 **RETAINED TREES**
 - Protected area: Unless agreed otherwise do not: -
 - Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
 - Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.
 - Change level of ground within an area 3m beyond branch spread.

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

- 570 **EXISTING WORK**
 - Protection: Prevent damage to existing property undergoing alteration or extension.
 - Removal: Minimum amount necessary.
 - Replacement work: To match existing.

- 580 **BUILDING INTERIORS**
 - Protection: Prevent exposure to weather during course of alteration work with temporary enclosures of sufficient size to permit execution of the work and which will remain weathertight in severe weather.

- 600 **EXISTING FURNITURE, FITTINGS AND EQUIPMENT**
 - Protection: Prevent damage or move as necessary to enable the Works to be executed.
 - Reinstate in original positions.

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

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

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

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

SAFETY

- 640 SAFETY, HEALTH AND WELFARE
- Allow for complying with enactment's regulations and working rules relating to safety, health and welfare of work people. The Contractor's policy statement with respect to Health and Safety at Work of his employees must be available on site for the inspection of the CA or their representative. The policy statement must contain the name and telephone number of the Contractor's safety manager and the name of his representative on site.
 - Comply with the Control of Substances Hazardous to Health Regulations 2002 (COSHH). The Contractor's Policy Statement must be made available for the inspection by the CA or his representative.

- 650 SITE SAFETY MEASURES / PRECAUTIONS
- The Contractor shall provide all safety measures including safety fencing, hoardings, screens, planked footways, guard rails, gantries and the like as may be necessary for protecting the public and others during the execution of the works.
 - This shall include all necessary measures by the Contractor to meet his obligations under the Health and Safety Regulations and requirements by local and other Authorities.
 - The Contractor's attention is particularly directed to Guidance Note GS7 issued by HM Factory Inspectorate entitled 'Accidents to Children on Construction Sites' which states that the minimum protection around the building site area shall be 2000mm high chain link fencing adequately supported with posts and rails in order to provide a secure barrier. The foregoing is to be regarded as a minimum to afford protection around the complete building site area.
 - Should the Contractor consider that additional measures are required to meet his obligations for site safety or those imposed by the Health and Safety Regulations then he shall include here for such additional requirements.

- 660 WHEEL CLEANING APPARATUS
- Provide wheel cleaning apparatus as required by the Local Authority.

A35 SPECIFIC LIMITATIONS ON METHOD / SEQUENCE / TIMING

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

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

170 WORKING HOURS
 • Specific limitations: Construction work shall only take place between 8am and 6pm Mondays to Fridays, and between 8am and 1pm Saturdays, with no work on Sundays or Bank Holidays. Approval from the CA shall be obtained for any work done outside normal working hours, prior to that work commencing.

180 ACCESS TO THE SITE:
 - Arrangements for the work to be carried out either on a Tendered basis or as Jobbing Work will be agreed between the Contractor and the Building Occupier, including when the works can be expected to be carried out.
 - On arrival at the premises report to the Office / Reception. If this is unattended, report to the Caretaker.
 - On leaving the premises and completion of the works, report to the Office / Reception or if closed to the Caretaker.
 - Any variation to this procedure must be agreed with the Head of the Establishment, or the Nominated Deputy, before any work commences.
 - Have means of identification when visiting the premises, giving the name of the personnel, the name of the Company and have some authority for the visit.
 - Failure to comply with these arrangements will mean the removal of the Contractor's Name from the County Council's Approved List of Contractors.

190 USE OF THE SITE: -
 - Do not use the site for any purpose other than carrying out the Works.
 - Do not display or permit advertisements to be displayed on site without consent of the CA.

200 SCAFFOLDING: Ensure that standing scaffolding is erected early enough and / or dismantled late enough to suit programmes of all Sub-Contractors

210 WORKING AREA
 • The working area for the Contractor will be confined to the actual site of the works or such areas as the CA may direct.

220 SUPPLIED ITEMS
 • Supplied items: The Employer may specify items that he will supply to and for fixing by the Contractor.
 • The Contractor shall: -
 - Supply all necessary labour for unloading as and when delivered and carrying the items into that part of the building designated as the temporary store.
 - Be responsible for ensuring that all the items in each delivery are complete.
 - On completion of the building, the Contractor will be required to supply the necessary suitable labour to carry the furniture from the temporary store and distribute it to various parts of the building as and where directed.

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PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

230 **COMPLETION IN SECTIONS OR IN PARTS**

- 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.
- 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.

240 **ENVIRONMENTAL PROTECTION**

- The Contractor shall at all times take suitable measures to ensure that owners and occupiers of any property adjacent to the works are not unduly or unreasonably inconvenienced by the works. This shall include problems which may be associated with noise, smell, access and other disturbance which might have a detrimental effect on the local community, owners and occupiers.
- In the event of complaints arising from any of the aforementioned then the Contractor shall take immediate steps to eliminate the cause of the problem and rectify any damage done and shall indemnify the Employer and his advisers from and against all claims arising out of such clauses.
- The Contractor will be deemed to have satisfied himself before tendering that the general or specific processes he intends to use during the contract should not result in problems for adjoining owners / occupiers and their property and no claim will be entertained if the Contractor is forced to alter his method of working as a result of complaints due to the aforementioned

A36 FACILITIES / TEMPORARY WORK / SERVICES

GENERALLY

110 **SPOIL HEAPS, TEMPORARY WORKS AND SERVICES**

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

ACCOMMODATION

210 **ROOM FOR MEETINGS**

- Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices.
- Furniture and Equipment: Provide table and chairs for up to 12 people.

230 **TEMPORARY ACCOMODATION**

- Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to the Commencement Date.
- Details to be included: Type of accomodation and storage, its siting and the programme for site installation and removal.

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PRELIMINARIES			
<u>Fixed Charge</u>		<u>Time Related Charge</u>	
£	p	£	p

TEMPORARY WORKS

- 330 TEMPORARY PROTECTION TO EXISTING TREES / VEGETATION
- Temporary protection: Provide before starting work in any locations within the Contractors Compound / Working areas.
 - Protective barriers and any other relevant physical protection measures: To BS 5837.
 - Design details of the proposed physical means of protection: 1metre high fencing of type to Contractors choice.
 - Areas of structural landscaping to be protected from construction operations: Locate fencing at the outer limit of the branch spread or a distance equal to half the height of the tree, whichever is the greater.
 - Integrity of protection: Maintain for the duration of the Works. Remove on completion of the works and make good disturbed area.
- 340 NAME BOARDS / ADVERTISEMENTS
- General: Obtain approval, including statutory consents, and provide a temporary name board displaying: -
 - Title of project.
 - Name of Employer.
 - Names of Consultants.
 - Names of Contractor.
 - Special requirements: Allow for a board size of 2400 x 1220 overall, with sign-written text in 150 high ARIAL BOLD font.
 - Spaces are required for affixing four standard RIBA / RICS, etc. name plates each 1200 x 300 for the Architect and other professionals, together with space for the Contractor.
 - Wording and layout to be confirmed/approved by the CA prior to order.
 - Colours for the site name board: -
 - Background (face and board edges): White
 - Lettering: Pantone 208 (Plum) or BS04D45 or Dulux 12/300.
 - The board is to be mounted on a single frame, in a horizontal format, unless otherwise agreed by the CA.
 - Location is to be agreed with the CA. No other boards or advertisements will be permitted without approval.
- 360 TEMPORARY FENCES AND GATES
- Should be provided to completely enclose at all times the Contractors' working area (including areas for deliveries, accommodation, and storage of materials), to provide safety and security.
 - The Contractor should fence around any other areas of the site that he deems necessary for reasons of safety, security and protection.
 - The site perimeter shall be kept secure at all times and any gates kept locked when the site is not occupied.
 - Areas of the site outside the Contractor's compound can only be used by agreement with the School and subject to compliance with all Health and Safety requirements.
- 390 TEMPORARY SCREENS
- Provide internal temporary screens where described in the works / on the drawings, maintain and remove upon completion of the works

£

PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

SERVICES AND FACILITIES

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

- 420 LIGHTING AND POWER
 - Supply: Electricity for the works will be supplied free of cost to the Contractor as follows: -
 - Subject to prior agreement with the Occupier for use.
 - Subject to the Contractor providing all required equipment for lighting and power for the works and making temporary arrangements for distributing about the site.
 - Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.
 - All electricity for hand tools etc. is to be 110 volt only.

- 430 WATER
 - Supply: Water for the works will be supplied free of cost to the Contractor as follows: -
 - Subject to prior agreement with the Occupier for use.
 - Subject to the Contractor providing all required equipment and making temporary arrangements for distributing about the site.
 - Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

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

- 520 USE OF PERMANENT HEATING SYSTEM
 - Permanent heating installation: May be used for drying out the Works and controlling temperature and humidity levels.
 - Installation: If used: -
 - The Employer does not undertake that it will be available.
 - Take responsibility for operation, maintenance and remedial work.
 - Arrange supervision by and indemnification of the appropriate Sub-Contractors.
 - Pay costs arising.

- 530 BENEFICIAL USE OF INSTALLED SYSTEMS
 - Permanent systems: Unless specific permission is given by the Employer and installer, do not use for any purpose other than running in, testing and commissioning.
 - Other uses: If permission is given for any other use of a system before the Works are accepted as complete, it must be subject to a separate written agreement between the parties and in accordance with the recommended procedures given in NJCC Guidance Note 10.

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

£

PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

550 THERMOMETERS

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

570 PERSONAL PROTECTIVE EQUIPMENT

- General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified: -
 - Safety helmets to BS EN 397, neither damaged nor time expired. Number required: Six.
 - High visibility waistcoats to BS EN 471 Class 2. Number required: Two.
 - High visibility waterproof jackets. Number required: Two.
 - Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: Two.

A37 OPERATION / MAINTENANCE OF THE FINISHED BUILDING

110 GENERALLY (*FOR NOTIFIABLE PROJECTS ONLY*)

THE HEALTH AND SAFETY FILE (INCORPORATING THE BUILDING MANUAL AND / OR SERVICES OPERATION AND MAINTENANCE MANUALS) hereinafter referred to as "The File".

- Purpose: The File is to be a comprehensive information source and guide for the building owner and end users providing a complete understanding of the building and its systems to enable efficient and safe operation and maintenance.
- Compilation: -
 - Prepare all information for Contractor designed or performance specified work including as-built drawings.
 - Obtain or prepare all other information to be included in The File.
- Content: In accordance with Client/CDM Co-ordinator requirements.
- Presentation of The File: -
 - Format - A4 size, plastics covered, loose leaf binders with hard covers, each indexed, divided and appropriately cover titled.
 - Selected drawings needed to illustrate or locate items mentioned in The File: Where larger than A4, to be folded and accommodated in plastics pockets in the binders so that they may be included without being hole punched.
- Reviewing process: -
 - Submit to the CDM Co-ordinator, two complete copies of the information to be included in the Health and Safety File (including the appendices section).
 - Submit to the Services Consultant(s), the Services Operation and Maintenance Manual(s) for technical approval prior to two complete and approved copies being forwarded to the CDM Co-ordinator.
 - Where no Services Consultant has been appointed, the Principal Contractor must submit two copies of the Operation and Maintenance Manuals directly to the CDM Co-ordinator – with the Principal Contractor’s written confirmation that their content is complete and accurate.
 - Latest date for submission: Two weeks before the completion of the project (any outstanding Items should be identified and forwarded as soon as they are available).
 - Provide any additional items and / or amendments in timely manner.
- As-built drawings: -
 - Number of copies: Two.
 - Medium: Full size paper copies plus two digital copies on CD's.

£

115 **GENERALLY (FOR NON-NOTIFIABLE PROJECTS ONLY)**

- The Principal Contractor must: -
 - Ensure that the Client is provided with sufficient information about what has been built and installed to enable them to manage health and safety in the building over its life and ultimate demolition.
 - Provide the Client with information about how the completed work will be operated and maintained safely, including obtaining relevant information from their Sub-Contractors and suppliers.
 - Consider whether any risks are left over from the project that need to be managed in future and, if so, inform the Client how they are to be managed.
- The Principal Contractor is to supply all appropriate information as applicable to this project.
- Provision of information: The information must be provided in a presentable format i.e. in a file, clearly indexed and divided in order that the Client can create or update existing Health and Safety Files as appropriate.
- Quantity: Two complete sets.
- Reviewing process:
 - Submit to the Services Consultant(s), the Services Operation and Maintenance Manual(s) for technical approval prior to two complete and approved copies being forwarded to the Client.
 - Where no Services Consultant has been appointed, the Principal Contractor must submit two copies of the Operation and Maintenance Manuals directly to the Client – with the Principal Contractor’s written confirmation that their content is complete and accurate.
 - Latest date for submission: Two weeks before the completion of the project (any outstanding Items should be identified and forwarded as soon as they are available).
 - Provide any additional items and / or amendments in timely manner.
- As-built drawings: -
 - Number of copies: Two.
 - Medium: Full size paper copies plus two digital copies on CD’s.

210 **INFORMATION FOR COMMISSIONING OF SERVICES**

- General: Submit relevant drawings and preliminary performance data to enable the building user's staff to familiarise themselves with the installation.
- Time of submission: At commencement of commissioning.

220 **TRAINING**

- Objective: Before Completion, explain and demonstrate to the Employer's maintenance staff the purpose, function and operation of the installations including items and procedures listed in The File, in order to ensure that they are able to operate equipment, etc, safely and efficiently.
- Operating time: Include a minimum of two days.

£

230 SPARE PARTS

- 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.
- Content: Include in the priced schedule for: -
 - Manufacturers' current prices, including packaging and delivery to site.
 - Checking receipts, marking and numbering in accordance with the schedule of spare parts.
 - Referencing to the plant and equipment list in the Operation and Maintenance Manuals.
 - Painting, greasing, etc. and packing to prevent deterioration during storage.
- Latest date for submission: Two weeks before the date for completion stated in the contract.

250 TOOLS

- 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.
- Quantity: Two complete sets.
- Time of submission: At completion.

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 MANAGEMENT AND STAFF
Provide all disbursements arising from the employment of work people, including compliance with all Acts and National and Local Working Rules and Agreements.

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

110 SITE ACCOMMODATION

- Details: Site accommodation required or made / not made available by the Employer: See section A36.

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

105 SERVICES AND FACILITIES

- Details: Services or facilities required or made / not made available by the Employer: See section A36.

110 POWER

120 LIGHTING

130 FUELS (excluding fuels for testing and commissioning)

140 WATER

150 TELEPHONE AND ADMINISTRATION

- See A36/440.

£

PRELIMINARIES			
<u>Fixed Charge</u>		<u>Time Related Charge</u>	
£	p	£	p

- 160 SAFETY, HEALTH AND WELFARE: Allow for measures necessary to ensure compliance with Enactments, Regulations and Working Rules relating to safety, health and welfare of work people.
- 170 STORAGE OF MATERIALS
- 180 RUBBISH DISPOSAL
- 190 CLEANING
 - See clause A33/710.
- 200 DRYING OUT
 - See clause A34/410.
- 210 PROTECTION OF WORK IN ALL SECTIONS (See A34): Allow for measures necessary to control noise, pollution and comply with all other statutory obligations.
- 220 SECURITY
 - See clause A34/150.
- 230 MAINTAIN PUBLIC AND PRIVATE ROADS
- 240 SMALL PLANT AND TOOLS: Provide all plant, tools and vehicles for the execution of the works.
- 310 ADDITIONAL SERVICES AND FACILITIES ITEMS: Insert cost items as may be required, with fixed charges and time related charges as appropriate:

- A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT**
- 110 CRANES
- 120 HOISTS
- 130 PERSONNEL TRANSPORT: Provide for transport if work people.
- 140 TRANSPORT
- 150 EARTHMOVING PLANT
- 160 CONCRETE PLANT
- 170 PILING PLANT
- 180 PAVING AND SURFACING PLANT
- 200 ADDITIONAL MECHANICAL PLANT: Insert cost items as may be required, with fixed charges and time related charges as required:

£

PRELIMINARIES			
Fixed Charge		Time Related Charge	
£	p	£	p

- A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS**
- 110 TEMPORARY WORKS
 • Details: Temporary works required or made/ not made available by the Employer: See section A36.
- 110 TEMPORARY ROADS / TEMPORARY WALKWAYS: Provide as necessary all temporary roads, tracks, crossings and hardstanding required for own and sub-contractors, suppliers and Public bodies.
- 130 ACCESS SCAFFOLDING / SUPPORT SCAFFOLDING AND PROPPING: Provide as necessary for the execution of the works. Ensure that standing scaffolding is erected early enough and / or dismantled late enough to suit the programmes of all sub-contractors.
- 150 HOARDINGS, FANS, FENCING, ETC: Provide temporary fencing, hoardings, screens, fans, planked footways, guard rails, gantries and the like as may be necessary for protecting the public and others, for the proper execution of the works and for meeting the requirements of any Local or other Authority.
- 170 TRAFFIC REGULATIONS: Allow for measures necessary to ensure compliance.
- 200 ADDITIONAL TEMPORARY WORKS
 • Further cost items: Insert cost items as may be required, with fixed charges and time related charges as required:
- A50 WORK / PRODUCTS BY / ON BEHALF OF THE EMPLOYER**
- 120 PRODUCTS PROVIDED BY / ON BEHALF OF EMPLOYER
 • General: Details of such products are given in the work sections, for fixing by the Contractor. Use for no other purpose than the Works.
 • Handling: Accept delivery, check against receipts and take into appropriate storage.
 • Surplus products: Keep safe and obtain instructions.
- A53 WORK BY STATUTORY AUTHORITIES / UNDERTAKERS**
- 110 WORK BY LOCAL AUTHORITY
 • If required - Details and Provisional Sums are included elsewhere in this document
- 120 WORK BY STATUTORY UNDERTAKERS
 • If required - Details and Provisional Sums are included elsewhere in this document
- A54 PROVISIONAL WORK / ITEMS**
- 110 PROVISIONAL SUMS
 • If required - Details and Provisional Sums are included elsewhere in this document.

£

A55

DAYWORKS

- The charges for dayworks shall be calculated in one of the following ways, as appropriate to the form of Contract referred to in A20.
- Works carried out at 'Jobbing' Daywork Rates: Daywork charges to be calculated as detailed in the Worcestershire County Council Property Services document entitled 'The Carrying Out of Works on a Daywork Basis' and reproduced in Appendix 'A' of this document.
- Works carried out at a Tendered Sum: Daywork charges to be calculated as detailed in the document entitled 'The Carrying out of Works on a Daywork Basis' except that the following amendments will apply:
 - Incidental costs, overheads and profit as described under **A.4 Labour** clause 6 will be included in the gross rates of labour, but the Contractor is allowed to Tender separate percentage adjustments to Sections – **A.5 Materials and Goods, A.6 Plant Consumable Stores and Services, and A.7 Sub-Contracts**. If no rates or percentages are stated at the time of Tender, it will be interpreted to mean that the Contractor is willing to execute any Daywork at Net Rates.

PRELIMINARIES

<u>Fixed Charge</u>		<u>Time Related Charge</u>	
£	p	£	p

£

COLLECTION

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PRELIMINARIES

Fixed Charge

Time Related

Charge

£

p

£

p

£

COLLECTION

Brought Forward

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PRELIMINARIES
Fixed Charge Time Related
 Charge

£

p

£

p

£

Section 1 – Preliminaries
Carried to Final Summary

£

1/50

WORCESTERSHIRE COUNTY COUNCIL

PROPERTY SERVICES

'APPENDIX A'

GENERAL CONTRACTORS MANUAL

**THE CARRYING OUT OF WORKS
ON A DAYWORK BASIS**

January 2009

**Peter P.J. Parkes FRICS
Head of Property Services**

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1.1 Introduction

This Manual informs you of the requirements of Worcestershire County Council with regard to carrying out works on a Daywork Rates basis.

The Governors of all schools are responsible for providing the funds, from their own budgets, for the cost of any Emergency Works required at their premises.

The Governors may also expend their own budgets on other Building Works carried out on a Daywork Rates basis.

The Governors will be advised of the Conditions described in this document, and they may decide to employ Contractors on the basis of these Conditions, either in full or in part. Close liaison will be required with the Governors when carrying out work on their behalf.

Works carried out at Daywork Rates at all buildings will be administered on the basis of these Conditions.

2.1 Carrying out Emergency Works on a Local Order

2.1.1 Introduction

In the event of any **emergency** repairs being required at the premises, the Officer-in-Charge of a property (OIC) will call out a Contractor to remove the emergency only and will place a written Order, as an instruction to carry out the Works.

2.1.2 Contract Conditions

You may be required to provide a **24 HOUR EMERGENCY** repair service to the premises.

The OIC shall only give written instructions to carry out works to remedy an immediate emergency breakdown situation, or for matters of building security, health and safety and to prevent further damage to the building. The value of any one Order issued by the OIC shall be restricted to half a day's labour to remove the emergency only.

If, in the Contractor's opinion, more than half a day's labour is required to **remove the danger**, then the Contractor should immediately contact either:

- i) The OIC for all schools, or
- ii) Property Services for all buildings except schools

Failure to comply with this ruling may result in the delay of payment for work carried out without the necessary prior approval.

2.2 Carrying out Works on a Dayworks Order

2.2.1 Contract Conditions

The Head of Property Services or the OIC will issue you with written instructions to carry out works of a jobbing maintenance character.

2.3 General

2.3.1 Terms of the Contract

All daywork charges will be calculated as detailed in Appendix A, entitled 'Definition of Prime Cost of Building Works of a Jobbing Maintenance or Minor Works Character'.

2.3.2 Period of Agreement

The Agreement shall be FIXED PRICE from 1 April each year until 31 March of the following year.

2.3.3 Visits to Premises

Arrangements for when the work shall be carried out are to be agreed between the Contractor and the Building Occupier

On arrival at the premises, the Contractor must report to the Office/Reception or, if this is unattended, to the Caretaker. Work must not commence until the Contractor's presence on site has been registered and the Contractor has signed the Contractors Register.

On leaving the premises or at completion of the works, the Contractor must report to the Office/Reception or, if closed, to the Caretaker.

All unfinished works must be left in a safe condition.

Any variation to this procedure must be agreed with the Head of the Establishment, or their nominated Deputy, before work commences.

Contractors shall have means of identification with them when visiting premises. This shall include the operatives name, the name of the Company they are employed by and some authority for their visit i.e. Order Number, if the visit was arranged by telephone, or a copy of the relevant Order.

The Contractor's failure to comply with these arrangements will mean the removal of the Contractor's name from the County Council's Approved List of Contractors.

2.3.4 Communications

The Contractor shall not use any of the Property's telephones without the prior consent of the building occupier.

2.3.5 Completion of the Works

On completion of the Works against a specific Order, the Contractor shall produce a Job Ticket detailing information as sample Form Appendix C and obtain the signature of the OIC. Failure to comply with this condition will affect the payment of the invoice.

2.3.6 Invoicing

Invoices for work carried out against written instructions issued by the OIC shall be submitted direct to the OIC.

Invoices for work carried out against written instructions issued by the Head of Property Services shall be submitted direct to Property Services.

The costs shown on the invoice shall be in accordance with your current tender for Jobbing Maintenance works applicable at the time the work was carried out.

Invoices shall be submitted in accordance with Appendix B entitled 'Submission of Local Order and Daywork Order Invoices'.

Only one invoice will be paid against each individual order, only in exceptional circumstances will Interim Valuations be made and then against orders placed **only** by the Head of Property Services.

2.3.7 Records

Contractors will be required to substantiate their accounts with proper records, such as time sheets, wage books, invoices for materials and similar relevant information.

All records shall be available for inspection at any time by any representative of the County Council or external Auditor of the County Council.

All records shall be retained for the duration of the current financial year (1 April), plus at least the period of the previous financial year.

A sample time sheet, see Appendix D, indicates the minimum requirements, which are also listed here:

1. Name of Operative
2. Type of Operative
3. The date the Operative was working
4. The time the Operative commenced and finished work
5. The premises on which the Operative was working
6. The Order Number
7. Brief description of the works

APPENDIX A

Definition of Prime Cost

A.1 Introduction

This Appendix gives the Definition of Prime Cost of Building Works of a Jobbing, Maintenance or Minor Works Character.

A.2 Application

This definition provides for the valuation of work of a Jobbing or Maintenance character executed under such building contracts as provide for its use.

A.3 Composition of Total Charges

The cost of daywork comprises the following:

1. Gross rates of labour as defined in Appendix Section A.4
2. Prime cost of materials and goods as defined in Appendix Section A.5
3. Prime cost of plant, consumable stores and services as defined in Appendix Section A.6
4. Prime cost of sub-contracts as defined in Appendix Section A.7

A.4 Labour

The labour rates are the gross rates the Contractor requires per hour and shall include all the costs indicated in Clauses 1 – 6 below.

1. Labour costs comprise all payments made to or in respect of all persons directly engaged upon the work, whether on or off the site.
2. Such payments are based upon the standard wage rates for normal hours, emoluments and expenses as laid down for the time being in the rules or decisions of the appropriate Councils of the various industries applying to the works, or the rules or decisions or agreements of such other body as may relate to the class of labour concerned, at the time when and in the area where the work is executed together with the Contractor's statutory obligations, including:
 - 1) Guaranteed minimum weekly earnings (e.g. Standard Basic Rate of Wages and Joint Board Supplement)
 - 2) All other guaranteed minimum payments (unless included in Clause 6)
 - 3) Payments in respect of incentive schemes or productivity agreements applicable to the works or any other supplemental payments or merit money
 - 4) Payments in respect of overtime normally worked; or necessitated by the particular circumstances of the work; or as otherwise agreed between the parties
 - 5) Differentials or extra payments in respect of skill, responsibility, discomfort, inconvenience or risk
 - 6) Tool allowance
 - 7) Subsistence and periodic allowances
 - 8) Fares, travelling and lodging allowances
 - 9) Employer's contribution to annual holiday credits
 - 10) Employer's contributions to death benefit schemes and welfare benefit schemes or payments in lieu thereof
 - 11) Any amounts which may become payable by the Contractor to or in respect of operatives arising from the operation of the rules referred to in Clause 2 which are not provided for in Clause 2, Sub-Clauses 1 – 10
 - 12) Employers National Insurance contributions and any contribution, levy or tax imposed by statute payable by the Contractor in his capacity as an employer

3. The wages or salaries of supervisory staff, timekeepers, storekeepers and the like, employed on or regularly visiting the site, where the standard wage rates etc. are not applicable, are those normally paid by the Contractor together with any incidental payments of a similar character to Clause 2, Sub-Clauses 3-12
4. Where principals are working manually, their time is chargeable, in respect of the trades practiced, in accordance with Clause 2
5. Travelling expenses
6. Incidental costs, overheads and profit attributable to labour including:
 - 1) Head Office charges
 - 2) Off-site staff including supervisory and other administrative staff in the Contractor's workshop and yard
 - 3) Payments in respect of public holidays
 - 4) Payments in respect of 'apprentices' study time
 - 5) Sick pay or insurance in respect thereof
 - 6) Third-party insurance, Employer's Liability Insurance and Public Liability Insurance
 - 7) Liability in respect of redundancy payments made to employees
 - 8) Use, repair and sharpening of non-mechanical hand tools
 - 9) Any variation to basic rates required by the Contractor in cases where the building contract provides for the use of a specified schedule of basic plant charges (to the extent that no other provision is made for such variation)
 - 10) All other liabilities and obligations whatsoever not specifically referred to in this section nor chargeable under any other section
 - 11) Profit
7. Any overtime other than that described in Clause 2, Sub-Clause 4 is only to be carried out with the written instruction of the Contract Administrator.

8. The basic working week shall be 39 hours

The normal working hours are deemed to be 8.00am – 4.30pm
Monday – Thursday with a half hour unpaid lunch break and
8.00am – 3.30pm on Friday.

Overtime outside the normal working hours, authorised in accordance
with Clause A33/530, will be paid at time and a half.

The total hourly rate payable in respect of overtime undertaken at time
and a half will be the Gross Rates of Labour per hour as defined in
Clauses 1 – 6 plus half the Gross Rate of Labour.

9. Any minimum call-out charge shall be deemed to include the full costs
of getting to and from the site and for **one** hour's work on site.
Additional time on site shall be charged at the normal hourly Daywork
Rates. Only one minimum call-out charge shall be allowed against each
individual order to carry out Emergency Works.

A.5 Materials and Goods

1. The prime cost of materials and goods obtained by the Contractor from
stockists or manufacturers is the invoice cost after deduction of all trade
discounts but including cash discounts not exceeding 5%, and includes
the cost of delivery to site. No additional handling charges will be
allowed. If cash discounts are not offered by the Supplier, they cannot
be added to the invoice cost.
2. The prime cost of materials and goods supplied from the Contractor's
stock is based upon the current market prices plus any appropriate
handling charges.
3. The prime cost under Clauses 1 and 2 also includes any costs of:
 - 1) Non-returnable crates or other packaging.
 - 2) Returning crates and other packaging less any credit obtainable
4. Any Value Added Tax which is treated, or is capable of being treated,
as input tax (as defined in the Finance Act 1972) by the Contractor, is
excluded.
5. The Contractor is permitted to add 10% on-cost to the prime cost of
materials and goods to cover incidental costs, overheads and profit.

A.6 Plant, Consumable Stores and Services

1. The prime cost of plant and consumable stores as listed below is the net cost at hire rates agreed between the parties or, in the absence of prior agreement, at rates not exceeding those normally applied in the locality at the time when the works are carried out, or on a use and waste basis where applicable.
 - 1) Machinery in workshops
 - 2) Mechanical plant and power-operated tools
 - 3) Scaffolding and Scaffold boards
 - 4) Non-mechanical plant excluding hand tools
 - 5) Transport including collection and disposal of rubbish
 - 6) Tarpaulins and dust sheets
 - 7) Temporary roadways, shoring, planking and strutting, boarding, centering, formwork, temporary fans, partitions or the like
 - 8) Fuel and consumable stores for plant and power-operated tools unless included in Clause 1, Sub-Clauses 1,2,4 or 5 above
 - 9) Fuel and equipment for drying out the works and fuel for testing mechanical services

2. The prime cost also includes the net cost incurred by the Contractor of the following services, excluding any such cost included under Appendix Sections A.4, A.5 or A.7
 - 1) Charges for temporary water supply including the use of temporary plumbing and storage
 - 2) Charges for temporary electricity or other power and lighting including the use of temporary installations
 - 3) Charges arising from work carried out by Local Authorities or Statutory Undertakers
 - 4) Fees, Royalties and similar charges
 - 5) Testing of materials
 - 6) The use of temporary buildings including rates, telephone, heating and lighting

- 7) The use of canteens, sanitary accommodation, protective clothing and other provision for the welfare of persons engaged in the work in accordance with current Regulations and Working Rule Agreement
 - 8) The provision of safety measures necessary to comply with any Acts of Parliament
 - 9) Premiums or charges for any performance bonds or insurances which are required by the Building Owner and which are not referred to elsewhere in this definition
3. The Contractor is permitted to add 10% on-cost to the prime cost of plant, consumable stores and services to cover incidental costs, overheads and profit.

A.7 Sub-Contracts

The prime cost of materials and goods obtained by the Contractor from stockists or manufacturers is the invoice cost after deduction of all trade discounts but including cash discounts not exceeding 5%, and includes the cost of delivery to site. No additional handling charges will be allowed. If cash discounts are not offered by the Supplier, they cannot be added to the invoice cost.

The Contractor is permitted to add 10% on-cost to the prime cost of sub-contracts to cover incidental costs, overheads and profit.

APPENDIX B

Submission of Local Order and Dayworks Order Invoices

B.1 General Guidelines

Invoices submitted for payment shall state the official Order Number and should be submitted as soon as possible after completion of the work. Only one invoice shall be submitted for each Order.

The format of invoices shall be as detailed in B.2. In the absence of any information, the invoice will be returned to the Contractor for clarification. Clearly this will involve administrative work, delays in payment etc. that will be unproductive for both parties.

Invoices for works carried out against instructions shall be submitted within three months of completion of the work.

Invoices submitted later than three months after the work was completed, will have 20% deducted (prior to the addition of VAT) in order to recover additional administrative costs and the possible obscurity when verifying the charges for the works carried out.

Contractors who regularly delay the submission of invoices will be removed from the County Council's Approved List of Contractors.

B.2 Format of Invoices

All accounts for Jobbing Maintenance Works must be prepared in accordance with the Scale of Charges in your Tender and should be set out as follows:

Invoice Number

A number only used by you on one particular invoice. It does not need to be numbers only.

You will be able to quote your invoice number to the County Council for us to find out the current position regarding your invoice.

Invoice Date

The date the invoice was generated.

Date Works Done

The date the works invoiced were done.

Works at

State exactly where the works were carried out. In particular we need to know of any Annexe where works were performed. This information will be on the Order.

Description of Works Done

A full description of the works performed is required in order for your invoice to be processed as quickly as possible

Labour

Type of Employee (e.g. Craftsman, Labourer, Fitter, Electrician)	Number of Hours	Basic Wage Rate per hour	Total Cost of Labour
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Copies of Time Sheets must be attached to invoices, where total labour claim exceeds 20 hours.

Materials

Breakdown showing quantities of materials used, together with the individual costs of materials.

(The costs of materials supplied should be the cost less all trade discounts but including all discounts for cash not exceeding 5%)

Copies of invoices for the supply of materials should also be attached to all accounts where individual costs exceed £100.

The use of Guides to current Trade Prices and Trade Pricing Schedules will **not** be allowed and only the invoiced amount (as described above) will be allowed.

Any materials supplied from the Contractor's own stores shall be substantiated with suppliers invoices.

Plant

The rates of hire should be shown for any separate items of plant.

Copies of invoices for the hire of any plant should also be attached to all accounts.

The use of Guides to current Hire Charges will **not** be allowed and only the invoice amount will be allowed.

Sub-Contractors Accounts

The cost of work carried out by Sub-Contractors, (including any cash discount offered by the Sub-Contractor to the Contractor up to a maximum of 2.5% but excluding all trade discounts) should be shown separately and copies of relevant invoices enclosed.

APPENDIX C

W E FIXIT LTD

“JOB TICKET”

Order No. _____	Job No. _____
Description of works carried out:	
Date of completion of works: _____	
Comments:	
Signature of Operative: _____	Date: _____
Signature of O.I.C: _____	Date: _____

APPENDIX D

TIME SHEET

W E FIXIT LTD.

Name: <i>I. Mendit</i>			Type of Operative: <i>Carpenter</i>			
Week Beginning: <i>6th October 2008</i>						
	PROPERTY	ORDER No.	DESCRIPTION OF WORKS	IN	OUT	TOTAL
MONDAY	<i>Friends Home for the Elderly</i>	<i>W. 1234</i>	<i>Repair Gutter supports</i>	<i>8.00</i>	<i>4.30</i>	<i>8.00</i>
TUESDAY	<i>Teachers Centre</i>	<i>W. 2345</i>	<i>Roof repairs to lobby</i>	<i>8.00</i>	<i>1.00</i>	<i>5.00</i>
	<i>St Mary's School</i>	<i>W. 3456</i>	<i>Repair door closer to classroom 5</i>	<i>1.30</i>	<i>4.30</i>	<i>3.00</i>
WEDNESDAY	<i>Learners Library</i>	<i>W. 4567</i>	<i>Replace rotten window frames</i>	<i>8.00</i>	<i>4.30</i>	<i>8.00</i>
THURSDAY	<i>Severn High School</i>	<i>W. 5678</i>	<i>Replace ceilings after storm damage</i>	<i>8.00</i>	<i>4.30</i>	<i>8.00</i>
FRIDAY	<i>"</i>	<i>"</i>	<i>"</i>	<i>8.00</i>	<i>3.30</i>	<i>7.00</i>
SATURDAY	<i>"</i>	<i>"</i>	<i>"</i>	<i>8.00</i>	<i>4.00</i>	<i>7.30</i>
SUNDAY	<i>"</i>	<i>"</i>	<i>"</i>	<i>8.00</i>	<i>1.00</i>	<i>5.00</i>
					TOTAL HOURS	<i>51.30</i>