



**PHILLIMORE RECREATION GROUND  
ALLOTMENT ACCESS TRACK**

On behalf of

**ALDENHAM PARISH COUNCIL**

**TENDER DOCUMENT  
(PRELIMINARIES & CONTRACT SUM ANALYSIS)**

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**PART 1**

**PRELIMINARIES**

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## **A10 PROJECT PARTICULARS**

### 110 THE PROJECT

- Client Name: Aldenham Parish Council
- Nature: Lower existing & construction of new allotment permeable access track & Associated Ancillary Works
- Location: Phillimore Recreation Ground, Off Gills Hill, Radlett WD7 8BZ
- Length of contract: 6 weeks or alternative to be provided by the Contractor

### 120 EMPLOYER (CLIENT)

- Name: Aldenham Parish Council  
First Floor  
The Radlett Centre  
1 Aldenham Avenue  
Radlett  
WD7 8HL

### 140 CIVILS & STRUCTURAL ENGINEERS

- Price & Myers
- Address: 37 Alfred Place, London WC1E 7DP
- Telephone: 020 7631 5128
- Kirsty Burwood
- Email [kburwood@pricemyers.com](mailto:kburwood@pricemyers.com)

### 160 CONTRACT ADMINSTRATOR / QUANTITY SURVEYOR

- Name: Beacon Surveying Services Ltd
- Address: PO Box 1684, Tring, Hertfordshire HP23 9DN
- Telephone: 01442 823032
- Email [stephen@beaconps.co.uk](mailto:stephen@beaconps.co.uk)

## **A11 TENDER AND CONTRACT DOCUMENTS**

110 TENDER DOCUMENTS -The tender drawings are: Refer to Appendix A

### 120 CONTRACT DOCUMENTS

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

### 160 PRECONSTRUCTION INFORMATION

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

### 180 OTHER DOCUMENTS

Refer to Appendix A for Planning Consent, Conditions and Construction & Environmental Management Plan

## **A12 THE SITE/ EXISTING BUILDINGS**

### 110 THE SITE

- Description: The Site is an access track leading to Phillimore Allotments and is located running adjacent to Residential Properties and the Phillimore Recreation Park. Previously the track had been constructed by others as a tarmac road to incorrect specifications, falls & heights resulting in Resident complaints. Refer to Site Location Plan ALLOT/PA/002

### 120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

- Residential & Recreation

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- 140 EXISTING MAINS AND SERVICES
- The tenderer's attention is drawn to the various live drains and services that will exist on the site. The Contractor is to ascertain and locate existing mains/services on site and allow for protecting and working around all services to be retained.
  - Other information: n/a
- 160 SOILS AND GROUND WATER
- Information: For Site Investigations Refer to Appendix B
- 200 ACCESS TO THE SITE
- Description: Access to the Site is via Gills Hill Lane. Site set up for Contractors Welfare, Materials, Compound and storage to be agreed with The Parish Council in advance of the works being undertaken within the area of the existing Allotment parking. Compound to be kept secure at all times to prevent access by others. Contractor to ensure that on no occasion are materials deliveries, plant & equipment block or disrupt Neighbouring Properties and access thereto. On no account are compound facilities & storage to be located on the Recreation Ground. Contractor to fully adhere to the Construction & Environmental Management Plan at all times.
- 210 PARKING
- Restrictions on parking of the Contractor's and employees' vehicles: To be agreed with The Parish Council and located by agreement in the Allotment Car parking area.
- 220 USE OF THE SITE
- General: Do not use the site for any purpose other than carrying out the Works. The contractor is to provide details of site layout and compound plan, including details of phased use.
  - Limitations: N/A
- 230 SURROUNDING LAND/ BUILDING USES
- General: Adjacent or nearby uses or activities are as follows:
  - Residential Street – other property owners and members of the general public.
- 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. However the following hazards are or may be present:
    - Live electrical and plumbing services Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required 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. Arrangements for a site visit to arrange with the Employer directly as follows:-.

Via the CA A10/160

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**A13 DESCRIPTION OF THE WORKS**

110 PREPARATORY WORK BY OTHERS

- Works: N/A

120 THE WORKS

Description: Includes but not limited to the following: Reinstatement of existing Allotment track to correct levels & falls and to permeable construction in accordance with approved Planning Permission.

130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

- Description: Relocation of existing double gates to allotment carpark by Parish Council prior to works commencing. Hedging works by Client following completion of the Contract works. All other soft landscaping reinstatement to be undertaken by the Contractor.

**A20 JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (MWD)**

361 JCT MINOR WORKS BUILDING CONTRACT - The Contract: JCT Minor Works Building Contract 2016 Edition.

- Requirement: Allow for the obligations, liabilities and services described therein against the headings following:

**THE RECITALS**

First

**THE WORKS**

Comprise: Reinstatement of existing Allotment track to correct levels in accordance with approved Planning Permission including associated works

Third

Drawings and other documents – The Contract Drawings- Refer to Appendix A

Fourth

- Documents The Employer has supplied.

Fifth

- Pricing option A or B.

Sixth

- Employers Requirements the Contractor has supplied to the Employer.

Seventh

- Contractors Proposals – N/A

Eighth

- The Construction Industry Scheme.

Ninth

- The ninth recital applies

Tenth

- Construction Design and Management Regulations 2015.

Eleventh

- Division of Works into Sections – N/A

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Twelfth

- Framework Agreement supplement.

Thirteenth

- Supplemental Provisions 1 to 6.

## **THE ARTICLES**

~~ARCHITECT/~~ CONTRACT ADMINISTRATOR

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

4

QUANTITY SURVEYOR

- Quantity Surveyor: See clause A10/160.

5 and 6

PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

- CDM regulations April 2015 – Principal Designer: TBC
- Principal Contractor: TBA.

9

LEGAL PROCEEDINGS

- Amendments: N/A

## **CONTRACT PARTICULARS**

PART 1: GENERAL

Fourth Recital – Employers Requirements – Refer to Appendix A/Document Issue sheets.

Sixth Recital – N/A

Eighth Recital and clause 4.6 - Construction Industry Scheme (CIS) – The employer is not a Contractor

Tenth Recital - CDM Regulations – The project is notifiable.

Twelfth Recital – Framework Agreement – does not apply.

Thirteenth Recital - Supplemental Provisions 1 – 6 – all do not apply

Article 8

ARBITRATION

- Article 8 and clauses 9.3 to 9.8 (arbitration) applies

Clause 1.1

BASE DATE

- Base Date: 15<sup>th</sup> September 2023

Clause 1.1

CDM PLANNING PERIOD

- Shall mean the period from appointment of Main Contractor and prior to commencement of works on site.

Clause 1.1

CDM PLANNING PERIOD

- Shall mean the period of 2 weeks ending on the date of Possession

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Clause 1.1

DATE FOR COMPLETION OF THE WORKS

- Date for completion of the Works – To Be Advised by Tendering Contractor

Clause 1.7

ADDRESSES FOR SERVICE OF NOTICES

- Employer: As A10/110
- Contractor: TBC
- Address: TBC

Clause 2.4

DATE OF POSSESSION OF THE SITE

- Date of Possession of the site: October 2023 – tba by Contractor earliest start date

Clause 2.5

DEFERMENT OF POSSESSION OF THE SITE

- Clause 2.5 applies
- Where clause 2.5 applies, maximum period of deferment (if less than six weeks) is 4 weeks

Clause 2.23.2

LIQUIDATED DAMAGES

- Damages: At the rate of £550.00 per week or part thereof.

Clause 2.30

RECTIFICATION PERIOD

- Period: 12 months (All Works) from the date of practical completion of the Works.

Clause 4.6

ADVANCE PAYMENT AND ADVANCE PAYMENT BOND

- Advance payment: Clause 4.5 does not apply.

Clause 4.7.1

DATES OF ISSUE OF INTERIM CERTIFICATES

- The first date is: 1 month from date of possession of the site and thereafter the 1st in each month or the nearest Business Day in that month.

Clause 4.8.1

PERCENTAGE OF THE TOTAL VALUE OF THE WORK, ETC.

- Percentage: 95 %.

Clause 4.9.4

LISTED ITEMS - UNIQUELY IDENTIFIED

- Listed items: Clause 4.12.4 will be deleted.

Clause 4.9.5

LISTED ITEMS - NOT UNIQUELY IDENTIFIED

- Listed items: Clause 4.12.5 will be deleted.

Clause 4.15 and Schedule 4

CONTRIBUTION, LEVY AND TAX FLUCTUATIONS

- Schedule 4 (Fluctuations Option): Does not apply
- Percentage addition for Fluctuations Option: n/a.

Clause 6.4.1.2

CONTRACTOR'S INSURANCE - INJURY TO PERSONS OR PROPERTY

- Insurance cover (for any one occurrence or series of occurrences arising out of one event):  
£5,000,000



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Clause 6.5.1  
INSURANCE - LIABILITY OF EMPLOYER

- Insurance is not required.

Clause 6.7 and Schedule 1  
INSURANCE OF THE WORKS - INSURANCE OPTIONS

- Schedule 1: Insurance options B or C applies.
- Percentage to cover professional fees: 15 per cent.

Clause 6.12  
JOINT FIRE CODE

- The Joint Fire Code: Does apply.

Clause 8.9.2  
PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR)

- Period of suspension: 2 months

Clauses 8.11.1.1 to 8.11.1.5  
PERIOD OF SUSPENSION (TERMINATION BY EITHER PARTY)

- Period of suspension: 2 months

Clause 9.2.1  
ADJUDICATION

- The Adjudicator is: TBA
- Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established): The Royal Institution of Chartered Surveyors

Clause 9.4.1  
ARBITRATION

- Appointer of Arbitrator (and of any replacement): President or a Vice President of the Royal Institution of Chartered Surveyors

**THE CONDITIONS**

SECTION 1: DEFINITIONS AND INTERPRETATION

1.5  
RECKONING PERIODS OF DAYS

- Amendments: n/a

1.12  
APPLICABLE LAW

- Amendments: n/a.

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: VARIATIONS

SECTION 6: INJURY, DAMAGE AND INSURANCE

SECTION 7: ASSIGNMENT AND COLLATERAL WARRANTIES

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SECTION 8: TERMINATION  
SECTION 9: SETTLEMENT OF DISPUTES

EXECUTION

- The Contract: Will be executed as a Deed

CONTRACT GUARANTEE BOND

- Contract Guarantee Bond: Is not required.

Contract Guarantee Bond: N/A

**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.

160 EXCLUSIONS

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

170 ACCEPTANCE OF TENDER

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

210 PRELIMINARIES IN THE SPECIFICATION

- Measurement rules: Preliminaries/ General Conditions has not been prepared in accordance with SMM7 / NMR2.

220 PRICING OF PRELIMINARIES

- Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries those charges must be clearly shown against the items.

250 PRICED DOCUMENTS

- Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
- 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: A fully priced CSA. When pricing the works the drawings must be priced in conjunction with the written specification with particular regard to material and product specification.

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.

500 TENDER STAGE METHOD STATEMENTS

- Method statements: Prepare, describing how and when the following is to be carried out:
  - Working at Height
  - Protection of the existing structure and adjacent buildings from damage
  - Support to existing structure (to be retained) during works

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- Statements: within Tender Submission
- 510 ALTERNATIVE METHOD TENDERS
- General: In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.
  - Alternative tenders: Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.
  - Safety method statement: Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
  - Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.
  - Submit: Summary with Tender Submission, Detail: as requested.
- 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 will be subject to the verification requirements of clause A31/200.
- 550 HEALTH AND SAFETY INFORMATION
- Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the works may affect.
  - Include:
    - A copy of the 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 appointment of Main Contractor
- 570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN
- Content: Submit the following information within one week of request:
    - Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
    - Details of the management structure and responsibilities.
    - Arrangements for issuing health and safety directions.
    - Procedures for informing other contractors and employees of health and safety hazards.
    - Selection procedures for ensuring competency of other contractors, the self-employed and designers.
    - Procedures for communications between the project team, other contractors and site operatives.
    - Arrangements for cooperation and coordination between contractors.

- Procedures for carrying out risk assessment and for managing and controlling the risk.
- Emergency procedures including those for fire prevention and escape.
- Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- Arrangements for welfare facilities.
- Procedures for ensuring that all persons on site have received relevant health and safety information and training.
- Arrangements for consulting with and taking the views of people on site.
- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- Review procedures to obtain feedback.

#### 645 'LISTED' DOMESTIC SUBCONTRACTORS

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

### A31 PROVISION, CONTENT AND USE OF DOCUMENTS

#### DEFINITIONS AND INTERPRETATIONS

##### 110 DEFINITIONS

- Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.

##### 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 unless specified otherwise.
- Response: Do not proceed until response has been received.

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- 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.
- 140 DRAWINGS
- Definitions: To BSRIA BG 6/2009 A design framework for building services. Design activities and drawing definitions.
  - CAD data: In accordance with BS 1192.
- 160 TERMS USED IN SPECIFICATION
- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipe work, wiring, ductwork or other services.
  - Fix: Unload, handle, store, place and fasten in position including all labours and use of site equipment.
  - Supply and fix: Includes all labour and site equipment for unloading, handling, storing and execution. All products to be supplied and fixed unless stated otherwise.
  - Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.
  - Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
  - Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
  - Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
  - Refix: Fix removed products.
  - Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
  - Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
  - System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.
- 170 MANUFACTURER AND PRODUCT REFERENCE
- Definition: When used in this combination:
    - Manufacturer: The firm under whose name the particular product is marketed.
    - Product reference: The proprietary brand name and/ or reference by which the particular product is identified.
  - Currency: References are to the particular product as specified in the manufacture's technical literature current on the date of the invitation to tender.
- 200 SUBSTITUTION OF PRODUCTS
- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
  - Reasons: Submit reasons for the proposed substitution.

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- Documentation: Submit relevant information, including:
    - Manufacturer and product reference;
    - cost;
    - availability;
    - relevant standards;
    - performance;
    - function;
    - compatibility of accessories;
    - proposed revisions to drawings and specification;
    - compatibility with adjacent work;
    - appearance;
    - copy of warranty/ guarantee.
  - Alterations to adjacent work: If needed, advise scope, nature and cost.
  - Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

#### 210 CROSS REFERENCES

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

#### 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.

#### 250 CURRENCY OF DOCUMENTS

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

#### 260 SIZES

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

### **DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER**

#### 410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

- Additional copies: Issued on request and charged to the Contractor.

#### 440 DIMENSIONS

- Scaled dimensions: Do not rely on.

#### 460 THE SPECIFICATION

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

#### 470 DIVERGENCE FROM THE STATUTORY REQUIREMENTS

- Divergence: Between the drawings or specification and the requirements of the Building Regulations, other Statutes, statutory undertakers and other regulatory authorities.

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- Action: Inform immediately.

## **DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS**

### 610 PRODUCTION INFORMATION

- Contractor/ Domestic subcontractor provide: All operational and maintenance literature for inclusion within the O&M manuals
- Submit:
  - For comment and make any necessary amendments.
  - Sufficient copies of final version for distribution to all affected parties.

### 620 AS BUILT DRAWINGS AND INFORMATION

- Contractor designed work: Provide drawings/ information:
- On Completion of the works
- 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: O&M Manuals
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: 1 month

## **A32 MANAGEMENT OF THE WORKS**

### **GENERALLY**

### 110 SUPERVISION

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

### 120 INSURANCE

- Documentary evidence: Submit details before starting work on site 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.

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150 OWNERSHIP

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

**PROGRAMME/ PROGRESS**

210 PROGRAMME

- Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
  - Planning and mobilisation by the Contractor.
  - Subcontractor's work.
  - 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.
  - Work by others concurrent with the Contract.
- Submit: Electronic copy to the Contact Administrator

230 SUBMISSION OF PROGRAMME

- 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.

240 COMMENCEMENT OF WORK

- Notice: Before the proposed date for commencement of work on site give maximum notice as reasonable considering start and completion dates.

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.
- Key Performance Indicators:
  - Details: Project Milestones
  - Record progress against each of the KPIs. If performance against KPI falls short of target, submit proposals for remediation.

255 NOTIFICATION OF COMPENSATION EVENT

- Content: Notwithstanding the Contractor's obligations under the Contract, written notice must also be given of all other causes which apply concurrently.

260 SITE MEETINGS

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

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): 1 week.



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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:
  - 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.

**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 and based upon 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.

430 PROPOSED INSTRUCTIONS

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

440 MEASUREMENT

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

460 INTERIM VALUATIONS

- Applications: Include details of amounts requested under the Contract together with all necessary supporting information.
- Submission: At least seven days before established dates.

470 PRODUCTS NOT INCORPORATED INTO THE WORKS

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

475 PRODUCTS STORED OFF SITE

- Evidence of Title: Submit reasonable proof that the property in items stored off site to be included in valuations is vested in the Contractor.
- Include for products purchased from a supplier:
  - A copy of the contract of sale.
  - a written statement from the supplier that any conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to any encumbrance or charge.
- Include for products purchased from a supplier by a sub-contractor or manufactured or assembled by any subcontractor:  
Copies of the subcontract with the subcontractor and a written statement from the subcontractor that any conditions relating to the passing of property have been fulfilled.

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## **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.

#### **120 WORKMANSHIP SKILLS**

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

#### **130 QUALITY OF PRODUCTS**

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

#### **135 QUALITY OF EXECUTION**

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

#### **140 COMPLIANCE**

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

#### **150 INSPECTIONS**

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

---

160 RELATED WORK

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

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

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

180 WATER FOR THE WORKS

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

**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.

220 APPROVAL OF PRODUCTS

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

230 APPROVAL OF EXECUTION

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

**ACCURACY/ SETTING OUT GENERALLY**

320 SETTING OUT

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

- 
- 330 APPEARANCE AND FIT
- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
    - Submit proposals; or
    - Arrange for inspection of appearance of relevant aspects of partially finished work.
  - General tolerances (maximum): To BS 5606, tables 1 and 2.
- 340 CRITICAL DIMENSIONS
- Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.
  - Location: Detailed on drawings to be measured and confirmed on site as the responsibility of the Main Contractor
- 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
- Submit: When relevant electrical work is completed.
  - Original certificate: Hard Copy to be lodged in Operations and Maintenance Manual and Electronic copy to be issued to the Contract Administrator.
- 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: O&M manuals – This Clause is not applicable

#### 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: Hard Copy to be lodged in Operations and Maintenance Manual and Electronic copy to be issued to the Contract Administrator.

### **SUPERVISION/ INSPECTION/ DEFECTIVE WORK**

#### 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.
- Replacement: Give maximum possible notice before changing person in charge or site agent.

#### 540 DEFECTS IN EXISTING WORK

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

#### 560 TESTS AND INSPECTIONS

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

#### 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 revision to the completion date.

#### 630 QUALITY CONTROL

- Procedures: Establish and maintain to ensure that the Works, including the work of subcontractors, 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, and efflorescence, rubbish and surplus materials.
- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

#### 720 SECURITY AT COMPLETION

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

#### 730 MAKING GOOD DEFECTS

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

### **A34 SECURITY/ SAFETY/ PROTECTION**

#### **SECURITY, HEALTH AND SAFETY**

#### 110 PRECONSTRUCTION INFORMATION

- Location: Integral with the project Preliminaries, including but not restricted to the following sections:
  - Description of project: Sections A10 and A11.
  - Client's consideration and management requirements: Sections A12, A13 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: The design of the project includes the following:
    - Hazard: Working from Height
    - Precautions assumed: Scaffold Platforms to current H&S Legislation
    - Specification reference: Contractor's responsibility to set out in Construction phase H&S plan.
    - Drawing reference: N/A
- 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: Workplace Exposure Limits.
  - Common hazards: Not listed. Control by good management and site practice.
  - Significant hazards: Specified construction materials include the following:
    - Hazard: None known
    - Material: None known
    - Specification reference: Refer to clause 6.5 of SWA's specification.
- 140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN
- Submission: Present to the Employer Client no later than commencement of works.
  - Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by CDM Regulations.
  - Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.
- 150 SECURITY
- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
  - Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
  - Special requirements: All herras fencing must allow for toe boards to prevent anyone from reaching under the fencing.
- 160 STABILITY
- Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.
  - Design loads: Obtain details, support as necessary and prevent overloading.
- PROTECT AGAINST THE FOLLOWING**
- 330 NOISE CONTROL
- Standard: Comply with Local Authority & Statutory Requirements
- 340 POLLUTION
- Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
  - Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.
- 350 PESTICIDES
- Use: Not permitted.
- 360 NUISANCE

- 
- Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
  - Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.
- 370 ASBESTOS CONTAINING MATERIALS
- Duty: Report immediately any suspected materials discovered during execution of the Works.
    - Do not disturb. Report to the Architect.
    - 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.
  - Special requirements: TBC
- 380 FIRE PREVENTION
- Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
  - Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').
- 390 SMOKING ON SITE
- Smoking on site: Not permitted.
- 400 BURNING ON SITE
- Burning on site: Not permitted.
- 410 MOISTURE
- Wetness or dampness: Prevent, where this may cause damage to the Works.
  - Drying out: Control humidity and the application of heat to prevent:
    - Blistering and failure of adhesion.
    - Damage due to trapped moisture.
    - Excessive movement.
- 420 INFECTED TIMBER/ CONTAMINATED MATERIALS
- Removal: Where instructed to remove materials affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.
  - Testing: Carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particle, toxins and other microorganisms are within acceptable levels.
- 430 WASTE
- Includes: Rubbish, debris, spoil, containers and surplus material.
  - Minimize: Keep the site and Works clean and tidy.
  - Remove: Frequently and dispose off site in a safe and competent manner:
    - Non-hazardous material: In a manner approved by the Waste Regulation Authority.
    - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
  - Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
  - Waste transfer documentation: Retain on site.
- 440 ELECTROMAGNETIC INTERFERENCE
- Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.

#### **PROTECT THE FOLLOWING**

#### 510 EXISTING SERVICES



- 
- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
  - Identification: Before starting work, check and mark positions of mains/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
  - Work adjacent to services:
    - Comply with service authority's/ statutory undertaker's recommendations.
    - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
  - Identifying services:
    - Below ground: Use signboards, giving type and depth;
    - Overhead: Use headroom markers.
  - Damage to services: If any results from execution of the Works:
    - Immediately give notice and notify appropriate service authority/ statutory undertaker.
    - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
    - Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
  - Marker tapes or protective covers: Replace, if disturbed during site operations to service authority's/ statutory undertakers recommendations.
- 520 ROADS AND FOOTPATHS
- Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
  - Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.
- 530 EXISTING TOPSOIL/ SUBSOIL
- Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
  - Protection: Before starting work submit proposals for protective measures.
- 540 RETAINED TREES/ SHRUBS/ GRASSED AREAS
- Protection: Preserve and prevent damage, except those not required.
  - Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.
- 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.
  - Special requirements: N/A
- 570 EXISTING WORK
- Protection: Prevent damage to existing work, structure or other property during the course of the work.
  - Removal: Minimum amount necessary.
  - Replacement work: To match existing.
- 580 BUILDING INTERIORS
- Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.
- 600 EXISTING FURNITURE, FITTINGS AND EQUIPMENT
- Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstatement in original positions.

- 
- Extent: Before work in each room starts the Employer will remove the following:
    - None
  - 620 **ADJOINING PROPERTY**
    - Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property.
  - 625 **ADJOINING PROPERTY RESTRICTIONS**
    - Precautions:
      - Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
      - Pay all charges.
      - Remove and make good on completion or when directed.
    - Damage: Bear cost of repairing damage arising from execution of the Works.
  - 630 **EXISTING STRUCTURES**
    - Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
    - Supports: During execution of the Works:
      - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
      - Do not remove until new work is strong enough to support existing structure.
      - Prevent overstressing of completed work when removing supports.
    - Adjacent structures: Monitor and immediately report excessive movement.
    - Standard: Comply with BS 5975 and BS EN 12812.
  - 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. In addition refer to information/drawings provided by the Architect.
  - 130 **METHOD / SEQUENCE OF WORK**
    - General: Contractor to ensure full compliance with the Planning Permission and conditions ref 21/1337/FUL dated 18<sup>th</sup> July 2023.
      - Specific: Contractor to allow for providing material certification as Planning Condition Ref 03, adherence to approved CEMP Planning Condition 04, Establish & Maintain Tree protection zones as Planning Condition Ref 07 and taking of site levels and recording as Planning Condition 08.
      - Contractor to allow for all sequencing of the above within their programme and also to include programme to peg out new track finished levels in accordance with the drawings and specifications allowing both Client and Neighbouring properties chance to view these and approve prior to completing.
      - Contractor to allow for all testing and inspections as required within Price & Myers specifications & drawings to include but not limited to CBR testing
      - Contractor to allow within programme for three site inspections to be undertaken by Price & Myers, once at formation level, midway during formation of new surface and on completion of the works.
  - 180 **CONTRACTORS SITE SET UP**

Due to physical constraints of the site, the Contractors site compound will be limited to the areas agreed on site prior to the works commencing. This area should allow for the storage of plant and materials as well as providing Contractor's accommodation and welfare facilities. The contractor is to allow for reinstatement at his cost on completion.

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## **A36 FACILITIES/ TEMPORARY WORKS/ SERVICES**

### **GENERALLY**

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

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

### **ACCOMMODATION**

#### **230 TEMPORARY ACCOMMODATION**

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

### **TEMPORARY WORKS**

#### **340 NAME BOARDS/ ADVERTISEMENTS**

- Name boards/ advertisements: Permitted. To be approved by the CA

### **SERVICES AND FACILITIES**

#### **420 LIGHTING AND POWER**

- Supply: Electricity from the Employer's mains may be used for the Works as follows:
  - Metering: Free issue.
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

#### **430 WATER**

- Supply: The Employer's mains may be used for the Works as follows:
  - Metering: Free issue.
- 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 start on site:
  - provide the Contractor's person in charge with a mobile telephone.
  - pay all charges reasonably incurred.

#### **520 USE OF PERMANENT HEATING SYSTEM**

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

## **A37 OPERATION/ MAINTENANCE OF THE FINISHED WORK**

### **GENERALLY**

#### **110 THE BUILDING MANUAL**

- 
- Purpose: The Manual is to be a comprehensive information source and guide for owners and users of the completed Works. It should provide an overview of the main design principles and describe key components and systems to enable proper understanding, efficient and safe operation and maintenance.
  - Format: 1 hard copy in file & 1 CD
- 115 THE HEALTH AND SAFETY FILE
- Responsibility: Main Contractor
  - Content: Obtain and Provide the following information: TBC
  - Format: Hard copy or electronic copy
  - Delivery to: The Employer by (date): 2 weeks following Practical Completion
- 155 CONTENT OF THE BUILDING MANUAL
- , fire strategy, operational requirements and constraints of a general nature.
  - Fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
  - services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
  - Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.
- 160 PRESENTATION OF BUILDING MANUAL
- Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
  - Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
  - As-built drawings: The main sets may form annexes to the Manual.
- A54 PROVISIONAL WORK/ ITEMS**
- 590 CONTINGENCIES
- **Allow the Un-defined Provisional Sum of £5,000**



**PART 2**

**Tender Contract Sum Analysis**



**PART 3**

**Form of Tender / Bona Fide Tender**

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To: Peter Evans  
Aldenham Parish Council  
First Floor  
The Radlett Centre  
1 Aldenham Avenue  
Radlett  
WD7 8HL

Dear Sirs,

**Re: Phillimore Allotments – Access Track Reinstatement**

I/We having read the Tender Documents and Drawings issued to me/us do hereby offer to provide all necessary materials, plant and labour and to execute and complete the whole of the works described therein for the fixed price sum of:

**Option 1 – Specified Time Tender**

.....  
.....

(£.....) within the contract period of 6 Weeks.

**Option 2 – Alternative Time Tender**

Alternatively, I/we hereby offer to provide all necessary materials, plant and labour and to execute and complete the whole of the works described therein for the fixed price sum of:

.....  
.....

(£.....) within the contract period of ..... Weeks.

I/We undertake in the event of your acceptance to execute with you a form of contract embodying all the conditions and terms contained in this offer

Dated this.....day of.....2023

Signed.....

Name of Company.....

Address.....

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.....

**TENDER FOR: Phillimore Allotments – Access Track Rainstatement**

**RETURNABLE:**

*The essence of selective tendering is that the client shall receive **bona fide** competitive tenders from all those tendering. In recognition of this principle we certify that this is a **bona fide** tender, intended to be competitive and that we have not fixed or adjusted the amount of tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake we shall not do so at any time before the hour and date specified for the return of this tender any of the following acts:-*

- a. *Communicate to any person other than the person calling for those tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence of the approximate amount of the tender shall be to obtain insurance premium quotations required for the preparation of the tender.*
  
- b. *Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.*
  
- c. *Offer any pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work, any act or thing of the sort described above.*

*In this certificate, the word “person” includes any persons and any body or association, corporate or incorporate; and any agreement or arrangement includes any such transaction, formal or informal, and whether legally binding or not.*

**Signed.....**

**on behalf of.....**

**Date.....**

.....



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## APPENDIX A

### TENDER DRAWINGS and SPECIFICATIONS

#### SUMMARY OF TENDER DRAWINGS and SPECIFICATIONS

Structural Engineer – Price & Myers

30309 PM Surface Water Drainage Strategy Rev 5

30309-SK1000\_4 Allotment Drive Site Plan

30309-SK1001\_3 Site Location Plan

30309-SK6000\_4 Surface Water Drainage Strategy

30309-SK7001\_4 External Works Layout

30309-SK7011\_7 External Levels

Other:

WDE Site Investigation Report plus BH & DP Logs

ALLOT/PA/002 Site Location Plan

Planning Decision Notice Ref 21/1337/FUL dated 18<sup>th</sup> July 2023

Planning Statement dated May 2023 Rev 14

Construction & Environmental Management Plan dated 20<sup>th</sup> August 2023

Arboricultural Method Statement and Tree Protection Plan – May 2023