



**ATLANTIC OUTFALL
& MINOR OUTFALL WORKS
FOR
THE COUNCIL OF THE ISLES OF SCILLY**

PRELIMINARIES

STRIDE TREGLOWN JOB NO.	12914
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PRELIMINARIES

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A1	THE PROJECT GENERALLY		
A10	PROJECT PARTICULARS		
110	<p>THE PROJECT:</p> <p>Name: Atlantic Outfall & Minor Outfall Works</p> <p>Nature: Reconstruction of main drainage outfall and foul water drainage overflow and new tidal flap; improvement works to foul water drainage overflow chamber and screen; minor works and repairs to existing outfalls</p> <p>Location: Atlantic Hotel and Old Town beach, St. Mary's, Isles of Scilly</p> <p>Timescale for completion of the construction work: to be agreed with Contractor</p>		
120	<p>EMPLOYER (CLIENT):</p> <p>Council of the Isles of Scilly</p> <p>Town Hall</p> <p>St. Mary's</p> <p>Isles of Scilly, TR21 0LW</p> <p>T: 01720 424000</p>		
127	THE PRINCIPAL CONTRACTOR: The Contractor		
141	CONTRACT ADMINISTRATOR (hereinafter referred to as 'CA'): See A10/143		
142	<p>PRINCIPAL DESIGNER:</p> <p>Stride Treglown Management Ltd</p> <p>Promenade House</p> <p>The Promenade</p> <p>Clifton Down</p> <p>Bristol BS8 3NE</p> <p>T: 0117 9743271</p> <p>e: raycottrell@stridetreglown.com</p>		
143	<p>PROJECT MANAGER:</p> <p>Stride Treglown Ltd</p> <p>Norbury Court</p> <p>The Millfields</p> <p>Plymouth</p> <p>PL1 3LL</p> <p>T: 01752 202088</p> <p>e: davidknight@stridetreglown.com</p>		
147	<p>QUANTITY SURVEYOR:</p> <p>Stride Treglown Management Ltd</p> <p>Promenade House</p> <p>The Promenade</p> <p>Clifton Down</p> <p>Bristol BS8 3NE</p> <p>T: 0117 9743271</p> <p>e: raycottrell@stridetreglown.com</p>		
170	<p>CIVIL ENGINEER:</p> <p>James Lockyer Associates Ltd.</p> <p>Oakland Mews</p> <p>Liskeard Business Park</p> <p>Liskeard</p> <p>Cornwall PL14 3UX</p> <p>T: 01579 344771</p> <p>e: post@jameslockyer.co.uk</p>		
	TO COLLECTION	£	

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A11	TENDER AND CONTRACT DOCUMENTS		
110	THE TENDER DOCUMENTS are: James Lockyer Associates Ltd. drawings 4606/CB/F/101 rev D, /CB/F/111 rev D, /CD/300 rev D/ /CD/301 rev E, /CD/302 rev F, Schedule of Work 4606-SW-Atlantic-Rev6 and Designers Risk Assessment 4604-DRA-Atlantic CSO-rev2; Stride Treglown Management documents: Preliminaries and Conditions of Contract, Pre-construction Information document; Further drawings and other documents relating to the Contract may be seen, by appointment, at the office of the architect.		
120	THE CONTRACT DOCUMENTS will be as the tender documents, subject to any agreed post-tender amendments. The CA may issue further drawings and details as are necessary to enable the Contractor to carry out and complete the Works.		
160	THE PRE-CONSTRUCTION INFORMATION is included in the tender documents. It refers to information given elsewhere in the preliminaries, specification and drawings.		
180	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 Stride Treglown Ltd. Prior to tendering, carefully examine all documents referred to in these Preliminaries, including those available for inspection and ascertain the full extent and character of the work. Insofar as it may be reasonably inferred from such documents, ascertain any restrictions imposed upon the Works, including upon the sequence and methods which would otherwise be considered to be the most appropriate.		
A12	THE SITE/EXISTING BUILDINGS		
110	THE SITE: Existing drainage manholes, chambers and outfall at the Atlantic Hotel, Hugh Town, St. Mary's Isles of Scilly, OS grid ref. SV 090194 010623; outfall at the Mermaid Inn, Hugh Town, St. Mary's Isles of Scilly, OS grid ref. SV 090169 010704; outfall at Old Town beach, Old Town, St. Mary's Isles of Scilly, OS grid ref. SV 091345 010201.		
120	EXISTING BUILDINGS ON/ADJACENT TO THE SITE: The Atlantic Hotel partially oversails and is immediately adjacent the outfall and associated manholes/chambers; the Hotel is in regular use by staff and customers. The outfall extends onto the beach, which, together with the adjacent slipway, is in regular use by members of the public, vehicles and boats. Old Town beach is adjacent residential properties and is regularly used by members of the public.		
131	DEMOLITION – works to be undertaken under this contract: Removal of concrete bed, casing and existing iron outfall pipe. Removal of existing manhole overflow chamber.		
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140	<p>EXISTING MAINS/SERVICES: Existing foul and stormwater drainage services are present on site - see the drawings included with the tender documents; other services may be present (water, electricity and comms). Information is indicative only. The Contractor shall be responsible for ascertaining the existence of all services before starting the Works, observing local and/or service Authority's recommendation for work adjacent to existing services, adequately protecting, upholding, maintaining and preventing damage to all services. Any damage to retained services resulting from execution of the works shall be notified to the CA and any appropriate service authority. The Contractor shall be responsible for arranging for any damage to be made good without delay to the satisfaction of the service authority or private owners as appropriate, including any consequential damage, at his own expense.</p>		
160	<p>SOILS AND GROUND WATER INFORMATION – see A12/171.</p>		
171	<p>SITE INVESTIGATION: A geotechnical site investigation has not been carried out, there not being anticipated any works below ground level other than manhole replacement works and excavation in beach sands for construction of new outfall.</p>		
200	<p>ACCESS TO THE SITE: Access to the main outfall and manhole chambers site will be from Hugh Street and the cobbled slipway to the beach. It should be noted that the slipway is steep. Access to the Mermaid Inn outfall will be from the beach to the rear of the Inn. Access to the Old Town outfall will be from the beach. Space for deliveries and site accommodation is limited; out of hours deliveries and materials handling may be required. Access to areas of the site via any other routes will only be permitted by agreement of and arrangement with the Employer.</p>		
210	<p>PARKING of the Contractor's and employees' vehicles is limited to those publicly available spaces near to the sites; parking on any public highway shall be subject to highways agreement but any damage caused thereto, or to any other parties' roads, shall be made good at the contractor's expense.</p>		
211	<p>SPEED LIMITS: The Contractor must ensure that all vehicles are driven at safe speeds and in conformity with any speed restriction signs in conformity with highway or site rules.</p>		
220	<p>USE OF THE SITE: The Contractor must not use the site for any purpose other than carrying out the Works. The Contractor must obtain the approval of the CA to the proposed siting of all temporary structures, plant, materials, roads, paths, spoil heaps, etc. The erection of temporary structures, the storage of plant and materials and other allied activities must be restricted to the areas defined for the purpose. Temporary accommodation may be located within the site, the precise location and positioning to be agreed with the CA and the ColoS. The Contractor is not to restrict adjacent users' access in any way to any adjacent facility either within or adjacent the site. On completion of the Works, the Contractor must remove from the site all temporary works, plant, surplus material, etc. and make good any disturbances or damage to the entire satisfaction of the CA.</p>		
230	<p>SURROUNDING LAND/BUILDING USES: The Project will be executed in a publicly accessible environment and the contractor is to be aware that this may have implications for methods of working. Refer also to Clause A12/120.</p>		
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240	<p>RISKS TO HEALTH AND SAFETY: The nature and condition of the site/existing building cannot be fully and certainly ascertained before it is opened up. However the following risks are or may be present: see A12/120 and Pre-construction Information The accuracy and sufficiency of this information is not guaranteed by the Employer or the CA and the Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the Works.</p>		
280	<p>SITE VISIT: Before tendering, ascertain the nature of the site, access thereto, all local conditions and restrictions, the full extent and nature of the Works and all other matters likely to affect the execution of the Works. No claims will be entertained from the Contractor arising as a result of failure to visit the site.</p>		
A13	DESCRIPTION OF THE WORK		
110	<p>PREPARATORY WORK BY OTHERS: None.</p>		
120	<p>THE WORK: The work is to be carried out in a single phase, within the area of the site defined on James Lockyer Associates Ltd. drawings listed under A11/110 and comprises the following:</p> <p><i>Reconstruction of Atlantic Hotel outfall:</i> Removal of existing concrete encased and bedded iron outfall pipe; construction of new outfall with polypipe, bedded and encased in reinforced concrete, and flap valves.</p> <p><i>Improvements to foul water drainage overflow chamber:</i> Removal of existing brick built overflow chamber, with concrete base and cover slab and steel weir; construction of new chamber with concrete base slab, masonry walls and new cover; installation of stainless steel spill weir and screen, monitoring and alarm system with chamber mounted sensors; flashing beacon mounted on the adjacent wall of the Atlantic Hotel; pole mounted antenna and receiver located in the nearby sewage pumping station at the rear of the Bishop and Wolf public house.</p>		
140	<p>WORK BY OTHERS CONCURRENT WITH THE CONTRACT is described in section A50.</p>		
A20	THE CONTRACT		
700	<p>NEC3 SHORT CONTRACT 2013: The form of contract will be the NEC3 Engineering And Construction Short Contract 2013, incorporating current amendments. Allow for the obligations, liabilities and services described therein against the headings below:</p> <p>THE CONTRACT DATA WILL BE COMPLETED AS FOLLOWS:</p> <p>The <i>Employer</i> is:</p> <p>Name: Council of the Isles of Scilly Address: Town Hall, St. Mary's, Isles of Scilly, TR21 0LW Telephone: 01720 424000 Fax: 01720 424017 Email address: enquiries@scilly.gov.uk</p>		
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	<p>The <i>works</i> are:</p> <p>Atlantic Outfall and Minor Outfall Works</p> <p>The <i>site</i> is:</p> <p>Atlantic Hotel/Mermaid Inn/Old Town Beach, St. Mary's, Isles of Scilly.</p> <p>The <i>starting date</i> is:</p> <p>To be agreed with Contractor.</p> <p>The <i>completion date</i> is:</p> <p>To be agreed with Contractor.</p> <p>The <i>period for reply</i> is:</p> <p>2 Weeks.</p> <p>The <i>defects date</i> is:</p> <p>26 Weeks after Completion.</p> <p>The <i>defects correction period</i> is:</p> <p>2 Weeks.</p> <p>The <i>delay damages</i> are:</p> <p>£200 Per day.</p> <p>The <i>assessment day</i> is the:</p> <p>(Date to be agreed) of each month.</p> <p>The <i>retention</i> is:</p> <p>5 %.</p> <p>Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?</p> <p>Yes.</p> <p>The <i>Adjudicator</i> is:</p> <p>Name: As nominated by the RICS Address: 12 Great George Street, London SW1P 3AD Telephone: 024 7686 8555 Fax: 020 7334 3811 Email address: contactrics@rics.org</p> <p>The interest rate on late payment is:</p> <p>0.5% per complete week of delay.</p> <p>The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the Employer's property in excess of £500,000</p>		
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	<p>The <i>Employer</i> provides this insurance:</p> <p>No insurances will be provided by the Employer.</p> <p>The minimum amount of cover for the third insurance stated in the Insurance Table is:</p> <p>£2,000,000.</p> <p>The minimum amount of cover for the fourth insurance stated in the Insurance Table is:</p> <p>£5,000,000.</p> <p>The <i>Adjudicator nominating body</i> is:</p> <p>The president or Vice-President of the Royal Institution of Chartered Surveyors.</p> <p>The <i>tribunal</i> is:</p> <p>Arbitration.</p> <p>The arbitration procedure is:</p> <p>In accordance with The Arbitration Act 1996.</p> <p>The <i>conditions of contract</i> are the NEC3 Engineering and Construction Short Contract 2013 and the following additional conditions:</p> <p>There are no additional conditions.</p> <p>Price List:</p> <p>See James Lockyer Associates Ltd. Schedule of Work and Tender Summary as completed by the <i>Contractor</i>.</p> <p>Works Information:</p> <p>1 Description of the <i>works</i>:</p> <p>See James Lockyer Associates Ltd. Schedule of Work 4606-SW-Atlantic-Rev6. There are no works to be designed by the <i>Contractor</i>.</p> <p>2 Drawings:</p> <p>James Lockyer Associates Ltd. drawings 4606/CB/F/101 rev D, /CB/F/111 rev D, /CD/300 rev D/ /CD/301 rev E, /CD/302 rev F.</p> <p>3 Specifications:</p> <p>James Lockyer Associates Ltd. Schedule of Work 4606-SW-Atlantic-Rev6 and drawings 4606/CB/F/101 rev D, /CB/F/111 rev D, /CD/300 rev D/ /CD/301 rev E, /CD/302 rev F, to be read as a whole.</p> <p>4 Constraints on how the <i>Contractor</i> provides the Works:</p> <p>No specific constraints beyond those stated in the tender documents.</p>		
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	<p>5 Requirement for the programme:</p> <p>A programme, in the form of an activities based bar chart, is to be submitted with the tender, for agreement as the contract programme; the programme is to be updated each time an activity duration changes from that shown on the contract programme or most recently updated programme, or when the anticipated <i>completion date</i> is amended.</p> <p>6 Services and other things provided by the Employer:</p> <p>The <i>Employer</i> will not provide any services, facilities or 'free issue' Plant, Materials or equipment, all of which are to be provided by the <i>Contractor</i>.</p> <p>Site Information:</p> <p>See Preliminaries section A12.</p> <p>THE CONDITIONS</p> <p>Contrary to the requirements of SMM7 A20.1.1, a schedule of section headings (rather than clause headings) is given. For clause headings and details of contract clause amendments refer to the draft contract included in Appendix 1.</p> <p>1 General</p> <p>2 The Contractor's main responsibilities</p> <p>3 Time</p> <p>4 Defects</p> <p>5 Payment</p> <p>6 Compensation events</p> <p>7 Title</p> <p>8 Indemnity, insurance and liability</p> <p>9 Termination and dispute resolution</p> <p>EXECUTION: The Contract will be executed as a Deed.</p>		
A30	<p>TENDERING/SUBLETTING/SUPPLY</p> <p>MAIN CONTRACT TENDERING</p>		
110	SCOPE: These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.		
120	TENDERING PROCEDURE will be in accordance with the principles of the JCT Tendering Practice Note 2012.		
151	WARRANTY: The Contractor and any Sub-Contractors with a design responsibility may be required to enter into a Duty of Care Warranty, details of which will be advised in the event it is required.		
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160	EXCLUSIONS: If the Contractor cannot tender for any part(s) of the work as defined in the tender documents he must inform the Contract Administrator as soon as possible, defining the relevant part(s) and stating the reasons for his inability to tender.		
170	ACCEPTANCE OF TENDER: The Employer and his representatives: Offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted. Will not be responsible for any cost incurred in the preparation of any tender.		
190	PERIOD OF VALIDITY: Tenders must remain open for consideration (unless previously withdrawn) for not less than 13 weeks from the date fixed for the submission or lodgement of tenders. Information on the date for possession/commencement is given in section A20.		
	PRICING/SUBMISSION OF DOCUMENTS		
211	PRELIMINARIES IN THE SPECIFICATION: The Preliminaries/ General conditions sections (A10-A55 inclusive) must not be relied on as complying with SMM7. The Contractor shall be deemed to have priced these Preliminaries to include any expenditure in respect of work represented by Provisional Sums included hereinafter.		
275	ERRORS IN THE PRICED DOCUMENTS will be dealt with in accordance with the JCT Tendering Practice Note 2012, paragraphs 68-69 – Alternative 2. The tenderer will be given the opportunity of confirming his offer or amending it to correct genuine errors.		
300	TENDER STAGE METHOD STATEMENTS will be required in accordance with James Lockyer Associates Ltd. Schedule of Works B10/020, B20/020 and the Pre-construction Information document sections 3 and 4.		
302	QUANTITIES IN THE SPECIFICATION/SCHEDULE OF WORKS: Where and to the extent that quantities are included in the specification/schedule of works, they have not been prepared in accordance with SMM7. The items, descriptions and measurements: Must not be relied on as complying with SMM7. Must be priced taking account of the information given elsewhere in the tender documents, including for all associated and ancillary work shown or clearly apparent as being necessary for the complete and proper execution of the work.		
310	SPECIFICATION/SCHEDULE OF WORKS WITHOUT QUANTITIES: Where and to the extent that quantities are not included in the specification/schedule of works, 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.		
320	PRICING OF SPECIFICATION/SCHEDULE OF WORKS: Alterations and qualifications to the specification/schedule of works must not be made without the written consent of the CA. Tenders containing unauthorised alterations or qualifications may be rejected. Costs relating to items in the specification which are not priced will be deemed to have been included elsewhere in the tender.		
321	CLARIFICATION AND AMENDMENT OF SPECIFICATION WHILST TENDERING: If in the course of preparing his tender the tenderer is uncertain as to any requirements or matters of fact that may affect his tender he shall immediately request information from the CA or Quantity Surveyor. Such requests must be received by the CA or Quantity Surveyor not less than 7 days before the date for submission of tenders in order that reply can be made in sufficient time to		
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	enable effect to be given in the tender. When considered necessary the CA or Quantity Surveyor shall circulate the details to all other tenderers.		
330	<p>A PRICED QUANTIFIED SPECIFICATION/SCHEDULE OF WORKS/RATES <u>must be submitted with the tender return documents.</u></p> <p>Should the Contractor not have included in the priced documents specific costs for any of the work, services or obligations described in the specification or shown on tender drawings and schedules, he shall be deemed to have considered that the rates and/or sums for the work, services or obligations included in the said documents are sufficient to enable him to carry out and complete the works. Rates and/or sums included in the said documents shall be deemed to include all related work which is not separately identified.</p> <p>A breakdown of the priced Preliminaries section must accompany the priced tender return documents.</p>		
410	<p>FLUCTUATIONS: The list of materials, goods, etc. if required by the relevant Contract Clause/Schedule is to be provided by the Contractor and must be submitted with the tender.</p> <p>Fuels must not be included in the list.</p>		
470	<p>LUMP SUM ADDITIONS OR DEDUCTIONS TO ARRIVE AT TENDER:</p> <p>If the tenderer, to arrive at the amount of his tender, shall have added to or deducted from the total of the items in the Bills of Quantities/Specification/Schedule of Rates/Contract Sum Analysis any sum either as a percentage or otherwise a similar percentage or proportionate sum shall be added to or deducted from the amount of variations in the variations account, provided always that in determining the percentages or proportion of the sum so added or deducted by the Contractor, the total amount of all Preliminary items, Prime Cost and Provisional Sums of money shall be deducted from the total amount of the estimate before such percentage is ascertained.</p>		
480	<p>PROGRAMME: The Contractor's proposed programme as specified in Section A32 or a summary thereof showing the sequence and timing of the principal parts of the Works and itemising any work that is excluded <u>must be submitted with the tender return documents.</u></p>		
510	<p>ALTERNATIVE METHOD TENDERS:</p> <p>In addition to and at the same time as his tender for the Works as defined in the tender documents, the Contractor may, at his discretion, submit alternative method(s) of construction for consideration. Alternatives that would involve significant changes to other work will not be considered.</p> <p>Such alternative(s) will be deemed to be alternative tender(s) and each must include a complete and precise statement of the effects on cost and programme. Full technical data for each such alternative must be submitted with the tender together with details of any consequential amendments to the design and/or construction of other parts of the Works.</p>		
516	<p>ALTERNATIVE MOST ECONOMIC TIME TENDERS:</p> <p>In addition to and at the same time as his tender based upon the date or period specified in section A20, the Contractor may, at his discretion, submit an alternative most economic time tender based upon an earlier date for completion or shorter period.</p> <p>If any such tender is accepted the date for completion inserted in the Appendix to the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.</p>		
535	<p>SUBSTITUTE PRODUCTS:</p> <p>If the Contractor wishes to substitute products of different manufacture to those specified, details must be submitted with the tender giving reasons for each</p>		
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	proposed substitution. Substitutions that have not been notified at tender stage may not be considered. Substitutions sanctioned by the CA will be subject to the verification requirements of clause A31/200.		
540	QUALITY CONTROL RESOURCES: A statement must be submitted within 4 working days of request describing the organisation and resources which the Contractor proposes and undertakes to provide to control the quality of the Works, including the work of subcontractors. The statement must include the number and type of staff responsible for quality control, with details of their qualifications and duties.		
551	HEALTH AND SAFETY INFORMATION: A statement must be submitted with the tender describing the organisation and resources which the contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of subcontractors and of any person who may be affected by the works, including: <ul style="list-style-type: none"> - A copy of the contractor's health and safety policy document, including risk assessment procedures. - Accident and illness 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. 		
570	A CONSTRUCTION PHASE HEALTH AND SAFETY PLAN must be submitted within three working days of request and is to include the following: <ul style="list-style-type: none"> - Method statements related to the construction hazards identified in the pre-tender health and safety plan and/or statements on how the hazards will be addressed and other significant hazards identified by the contractor. - 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 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 any 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. 		
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	SUBLETTING/SUPPLY		
650	<p>LISTED DOMESTIC SUBCONTRACTORS: The work listed below as described and set out in the Contract Documents must be carried out by persons identified; the Contractor is to include for all general and special attendances required to carry out the domestic subcontract work: None.</p>		
651	<p>'LISTED' DOMESTIC SUBCONTRACTORS: Where the 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:</p> <ul style="list-style-type: none"> - The selected person shall be a subcontractor as provided for in Contract clause 3.2 and the provisions of Contract clause 3.3 shall not apply. The consent of the CA required by Contract clause 3.2 shall be deemed given. - The Employer or the CA on the Employer's behalf 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 the consent of the CA which shall not be unreasonably withheld, add additional person(s) to the list and shall, if requested, submit to the CA (in an approved form) evidence of the suitability of such additional person(s) who must be on the current Devon County Council Standing List and be suitable for the value of the work required under this Contract. 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. - If at any time prior to the execution of a binding subcontract agreement less than three persons named in the list (including any person(s) added as provided above) are able and willing to carry out the relevant work, the Contractor must notify the CA without delay. The Employer shall then forthwith add the name(s) of other person(s) as provided above so that the list comprises not less than three such persons, or confirm that no name(s) will be added, but if the Employer fails to do either within two weeks of the Contractor's notification the work shall be carried out by the Contractor who may subcontract in accordance with Contract clause 3.2. - Before the start of the work to which the list relates, the Contractor must enter into a binding subcontract agreement and confirm to the CA that this has been done, giving the name of the selected subcontractor. 		
A31	PROVISION, CONTENT AND USE OF DOCUMENTS		
	DEFINITIONS AND INTERPRETATIONS		
110	DEFINITIONS: The meaning of terms, derived terms and synonyms used in the preliminaries/general conditions and specification is as defined below or in the appropriate British Standard or British Standard glossary.		
120	CA means the person nominated in the Contract as Architect or Contract Administrator or Project manager or Employer's Agent or his authorised representative.		
130	IN WRITING: When required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.		
140	APPROVAL (and words derived therefrom) means the approval in writing of the CA unless specified otherwise.		
150	PRODUCTS means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent		
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	incorporation in the Works.		
180	<p>CROSS-REFERENCES TO THE SPECIFICATION:</p> <p>Where a numerical cross-reference to a specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.</p> <p>Where a numerical cross-reference is not given the relevant section(s) and clause(s) of the specification will apply, cross-reference thereto being by means of related terminology.</p> <p>Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply. The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which he may discover.</p>		
200	<p>EQUIVALENT PRODUCTS:</p> <p>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.</p> <p>Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole. If such substitution is sanctioned, and before ordering products, provide revised drawings, specification and manufacturer's guarantees as required by CA.</p>		
210	<p>BRITISH STANDARD PRODUCTS: Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. In advance of ordering notify the CA of all such substitutions and, when requested, submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.</p>		
220	<p>CURRENCY OF DOCUMENTS:</p> <p>References to standards, type approval certificates, catalogues, codes of practice and the like are to the editions, revisions, versions and amendments current at the date of tender.</p>		
221	<p>REFERENCES TO BSI DOCUMENTS are to the versions and amendments listed in the BSI Standards Catalogue current at date of tender</p>		
230	<p>MANUFACTURER AND REFERENCE: Where used in this combination:</p> <p>'Manufacturer' means the firm under whose name the particular product is marketed.</p> <p>'Reference' means the proprietary brand name and/or reference by which the particular product is identified.</p> <p>MANUFACTURER'S REFERENCES are those for a particular product specified in the manufacturer's technical literature current at the time of tender.</p>		
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270	<p>SIZES: Unless otherwise stated: Products are specified by their co-ordinating sizes. Cross section dimensions of timber shown on drawings are nominal sizes before any required planing. The Contractor, Sub-contractors and suppliers must verify all sizes, quantities, descriptions, etc. from the Works drawings and other documents before ordering materials or putting work in hand. Imperial equivalents are to be used for any materials included in the Specification that are not available in metric sizes.</p>		
280	<p>FIX ONLY means all labours in unloading, handling, storing and fixing in position, including use of all plant.</p>		
290	<p>SUPPLY AND FIX: Unless stated otherwise all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete.</p>		
	<p>TERMS USED IN REFURBISHMENT/ALTERATION</p>		
311	<p>REMOVE means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. It does not include removing associated pipework, wiring, ductwork or other services.</p>		
321	<p>KEEP FOR REUSE means: During removal prevent damage to the stated components or materials, and clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.</p>		
331	<p>REPLACE means: Remove the stated existing components, features and finishes. Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed. Make good as necessary.</p>		
341	<p>REPAIR means carry out local remedial work to components, features and finishes as found in the existing building. Re-secure or re-fix as necessary and leave in a sound and neat condition.</p>		
351	<p>MAKE GOOD means carry out local remedial work to components, features and finishes which have been disturbed by other, previous work under this Contract and leave in a sound and neat condition. The meaning of the term shall not be limited by this definition where used in connection with the defects liability provisions of the Contract.</p>		
361	<p>EASE means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.</p>		
371	<p>TO MATCH EXISTING means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of appearance.</p>		
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	DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER		
410	ADDITIONAL COPIES OF DRAWINGS: Two copies of drawings (not counting any certified copy of the Contract Drawings) will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Contractor.		
421	ADDITIONAL COPIES OF SCHEDULE OF WORKS/BILLS OF QUANTITIES: After execution of the Contract, two copies of any unpriced Schedule of Works/Bills of Quantities will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but will be charged to the Contractor.		
430	ADDITIONAL COPIES OF SPECIFICATION: After execution of the Contract, two copies of the Specification will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but will be charged to the Contractor.		
440	DIMENSIONS: The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the CA any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.		
460	THE SPECIFICATION: All sections of the specification must be read in conjunction with Main Contract Preliminaries/General conditions.		
490	DESIGN INFORMATION: The information listed below will not be available at the date of acceptance of the Main Contract tender but will be provided by the CA within the stated period thereafter: None identified.		
491	CHECKING SCHEDULES, DRAWINGS ETC: The Contractor shall be responsible for checking all schedules and drawings supplied by the CA or Consultants. In the event of any discrepancy being found between such schedules and drawings or if the Contractor considers that additional detail drawings are required, then in either case the Contractor shall report such discrepancy to the CA for instructions or apply in writing for such detail drawings at least 5 working days before the Works concerned are to be executed.		
	DOCUMENTS PROVIDED BY CONTRACTOR/SUBCONTRACTORS/SUPPLIERS		
510	CONTRACTOR'S DESIGN: DESIGN AND PRODUCTION INFORMATION: When preparing the master programme make reasonable allowance for completing design/production information, inspection by the CA, and any subsequent amendment(s), resubmission(s) and reinspection(s). During the Contract submit to CA the required number of copies of design/production information. The CA will note his comments on one copy, then return to the Contractor. Ensure that any necessary amendments are made without delay. Unless and until the CA confirms that resubmission is not required, submit copies of amended drawings etc. to CA, and ensure incorporation of necessary amendments all as before. If submitted design/production information differs from the Employer's Requirements, each such difference must be the subject of a request for substitution or Change, supported by all relevant information. Should any amendment required by the CA be considered to involve a Change which has not already been acknowledged as a Change by the CA, notify the CA without delay and in any case within 7 days, and do not proceed with ordering, fabrication, erection or installation until subsequently instructed. Claims for the		
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	extra cost of such work, if made after it has been carried out, may not be allowed. Complete final version of all design/production information and submit to the CA the number of copies required by him.		
540	<p>PERFORMANCE SPECIFIED WORK: CONTRACTOR'S PROPOSALS:</p> <p>When preparing the master programme make reasonable allowance for completing proposals for Performance Specified Work, inspection by the CA and any subsequent amendment(s), resubmission(s) and reinspection(s). Submit two copies of proposals to the CA when required. The CA will note his comments on one copy, then return to the Contractor and this will be deemed to be a direction notice or instruction under the Contract.</p> <p>Ensure that any necessary amendments are made without delay. Unless and until the CA confirms that resubmission is not required, submit copies of amended proposals to CA and ensure incorporation of necessary amendments all as before. If submitted proposals differ from the performance requirements or require changes at the interface with adjacent work, each such difference or change must be the subject of a request for substitution or Variation, supported by all relevant information.</p> <p>Should any amendment required by the CA be considered to involve a Variation which has not already been acknowledged as a Variation by the CA, notify the CA without delay and in any case within 7 days, and do not proceed with ordering, fabrication, erection or installation until subsequently instructed. Claims for the extra cost of such work, if made after it has been carried out, may not be allowed. Complete final version of proposals and submit two copies to the CA.</p>		
640	<p>PRODUCTION INFORMATION must be provided by the Contractor/Domestic Subcontractor(s) as follows:</p> <p>To be determined if relevant information is required.</p> <p>Submit to CA for comment and make any necessary amendments.</p> <p>Submit sufficient copies of final version to CA for distribution to all affected parties.</p>		
692	<p>AS BUILT DRAWINGS AND INFORMATION must be provided to the CA not less than two weeks before the date for Completion as follows:</p> <p>All works requiring a design input by contractor.</p>		
710	<p>TECHNICAL LITERATURE: The Contractor is advised to keep copies of the following on site, readily accessible for reference by all supervisory personnel: Manufacturers' current literature relating to all products to be used in the Works. Relevant BS Codes of Practice.</p> <p>Those parts of BS 8000 'Workmanship on building sites' which are invoked in the specification.</p>		
720	<p>MAINTENANCE INSTRUCTIONS AND GUARANTEES:</p> <p>Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to CA on or before Practical Completion.</p> <p>Notify CA of telephone numbers for emergency services by Subcontractors after Practical Completion.</p>		
A32	MANAGEMENT OF THE WORKS		
	GENERALLY		
110	<p>SUPERVISION: Accept responsibility for co-ordination, supervision and administration of the Works, including all subcontracts. Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work.</p>		
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111	CO-ORDINATING SUB-CONTRACTORS: - The Contractor shall be responsible for ensuring that Named Sub-Contractors enter into Sub-Contracts using JCT/NEC Sub-Contract forms as applicable. - The Contractor shall make due allowance for liaison with Named Sub-Contractors as to the times and shall be responsible for any loss or damage to goods provided after delivery to site.		
117	NOTICE OF COMPLAINT: Any notice of complaint received by the Contractor or left upon the site shall at once be forwarded by him to the CA.		
120	INSURANCES: Before starting work on site submit documentary evidence and/or policies and receipts for the insurances required by the Conditions of Contract.		
130	INSURANCE CLAIMS: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice.		
135	LOCAL AUTHORITIES' FEES AND CHARGES: The Contractor shall give all notices required by any Act of Parliament or by any Regulations or Byelaws of any Local Authority or Public Service Company or Authority who have any jurisdiction with regard to the Works or with whose systems the same are or will be connected, and pay and indemnify the Authority against any fees or charges (including rates and taxes) demandable under such Act of Parliament, Regulations or Byelaws in respect of the Works.		
140	CLIMATIC CONDITIONS: Keep an accurate record of: Daily maximum and minimum air temperatures (including overnight). Delays due to adverse weather, including description of the weather, type(s) of work affected and number of hours lost. Temperatures to be read at start of day's work, at noon and at the end of the working day and recorded in the site diary.		
150	OWNERSHIP: Materials arising from the alteration work are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.		
160	HARDCORE: Brick rubble or other hard materials arising from the work may be reused as hardcore; alternatively, imported hardcore shall recycled crushed material; both subject to compliance with specification.		
	PROGRAMME/PROGRESS		
211	PROGRAMME: As soon as possible and before starting work on site prepare in an approved form a master programme for the Works, which must make allowance for all: Design and production information provided by the Contractor/Subcontractors/Suppliers, including inspection and checking (see section A31). Planning and mobilisation by the Contractor Running in, adjustment, commissioning and testing of all engineering services and installations, including additional measures which may be necessary for Phasing/Sectional completions. Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A54) Work by or on behalf of the Employer (see section A50), the nature and scope of which, the relationship with preceding and following work and any relevant		
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	<p>limitations are suitably defined in the Contract Documents. Where and to the extent that the programme implications for work which is not so defined are impossible to assess the Contractor should exclude it from his programme and confirm this when submitting the programme. Submit 3 hard copies and 1 soft copy to CA.</p>		
230	SUBMISSION of programmes will not relieve the Contractor of his responsibility to apply in writing for instructions, drawings, etc. in accordance with the Conditions of Contract.		
240	COMMENCEMENT OF WORK: Confirm to the CA that work on site can commence on the agreed date, following minimum 5 working days mobilisation period.		
250	MONITORING: Record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works, put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.		
255	METHOD STATEMENTS: Prepare method statements for carrying out the works or parts of the works if reasonably requested to do so by the CA and submit prior to commencing the works or the relevant part of the works. No extension of time will be entertained in the event of default by the Contractor in complying with this clause.		
260	<p>CA'S SITE MEETINGS:</p> <p>The CA will hold regular site meetings to review progress and other matters arising from the administration of the Contract. Meetings will normally be held monthly (additional meetings may be held to suit commencement/completion of phases). Ensure the availability of accommodation at the time of such meetings. Attend all meetings and inform subcontractors and suppliers when their presence is required.</p> <p>The CA will chair the meetings and take and distribute minutes.</p>		
264	<p>CONTRACTOR'S PROGRESS REPORT:</p> <p>Submit a progress report to the CA two working days prior to each CA's site meeting. Notwithstanding the Contractor's obligations under the Contract the report must include:</p> <ul style="list-style-type: none"> - A progress statement by reference to the master programme for the Works. - Details of any matters materially affecting the regular progress of the Works. - Any requirements for further drawings or details or instructions to enable the CA to fulfil his obligations under Clause 2.11 of the Conditions of Contract. - Status re Health & Safety reportable incidents. 		
270	CONTRACTOR'S SITE MEETINGS: Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.		
280	<p>PHOTOGRAPHS:</p> <p>Provide progress photographs from agreed points at weekly intervals and submit low-resolution digital files of each frame in JPEG format.</p>		
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292	<p>NOTICE OF COMPLETION:</p> <p>A provisional date for handing over the works (or any section thereof) will be agreed and approximately two weeks before this date the CA, subject to his being satisfied that the work is in a sufficient state of readiness, will compile a detailed list of outstanding and/or defective works upon receipt of which the Contractor shall forthwith complete or remedy. The formal handover will not take place until all items listed have been completed or remedied. Thereupon the CA will arrange for the formal handover, which will normally be within one week.</p> <p>At the formal handover a responsible representative of the Contractor shall accompany the CA (together with such other Client representatives as he may consider necessary) on an inspection of the Works. Any minor outstanding items and/or defects that may be found to exist at that time will be listed and shall be remedied by the Contractor within seven days.</p>		
300	<p>ADVERSE WEATHER: The Contractor, as part of his best endeavours to prevent delay in the progress of the Works, will be expected to adopt all reasonable measures to prevent or minimise harmful effects of weather conditions on the Works. The extent to which he has taken such measures will be taken into account by the CA when considering any notice of delay due to exceptionally adverse weather conditions.</p>		
310	<p>EXTENSIONS OF TIME: When a notice of the cause of any delay or likely delay in the progress of the Works is given under the relevant Contract clause, written notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the CA:</p> <p>Relevant particulars of the expected effects, if appropriate related to the concurrent causes,</p> <p>An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion, and</p> <p>All other relevant information required by the CA.</p>		
320	<p>DISTURBANCE OF REGULAR PROGRESS: Any application under the Contract in respect of direct loss and/or expense must be made as soon as practicable and with (or to be followed by) the requisite supporting information so as to afford the CA the opportunity to issue instructions designed (according to the circumstances) to minimise or avoid that loss and/or expense.</p> <p>CONTROL OF COST</p>		
410	<p>CASH FLOW FORECAST: As soon as possible and before starting work on site submit to the CA 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.</p>		
420	<p>EXISTING WORK: The extent and location of renewal of existing work must be agreed, at least on a provisional basis, with the CA before the work is started. Remove existing work in ways that will reasonably minimise the amount of removal and renewal.</p>		
432	<p>PROPOSED INSTRUCTIONS: If the CA issues details of a proposed instruction with a request for a quotation, submit such a quotation without delay and in any case within 7 days. The quotation shall be arrived at in accordance with the relevant contract clause and must include:</p> <ul style="list-style-type: none"> - A detailed breakdown of the cost including any direct loss and expense allowance. - Details of any additional resources that may be required. - Details of any adjustments that may be necessary to the programme of works. - Any other information as is reasonably necessary for the CA to fully assess the implications of issuing such an instruction. 		
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	Inform the CA at once if it is not possible to comply with the above requirements.		
440	MEASUREMENTS: Give reasonable notice to the CA/Quantity Surveyor before covering up work that the CA/Quantity Surveyor requires to be measured. In default thereof, the Contractor shall be liable to uncover and reinstate the same at the Contractor's own expense.		
451	<p>DAYWORKS:</p> <ul style="list-style-type: none"> - No work is to be executed on a daywork basis without due prior notice to and approval of the CA/Quantity Surveyor. - Where authority is given for work to be executed on a Daywork basis, original vouchers giving full particulars of hours worked, names of craftsmen and labourers, rates of wages paid, descriptions of work executed, materials and plant used, must be forwarded to the CA or his representative not later than the end of the week following that in which the work has been executed. The daywork sheets shall be numbered in sequence and all sheets are to be signed by the Person-in-Charge and the Clerk of Works on a daily basis and referenced to the instruction under which the work is authorised. - Such signatures are only to be taken as certifying that the time, materials and plant are correct and shall not be held to justify a claim that the work shall be so charged or that it cannot be measured and priced according to the terms of the Contract. - Vouchers recording the labour shall state the age and training year for apprentices/trainees under 19 years and over 19 years of age respectively, and for labourers under 18 years of age in addition to the usual names and trades. - Agreement to work being valued as daywork is to be reached in the month the work is carried out and the Contractor is to present priced copies to the CA or Quantity Surveyor for checking and agreement for inclusion in the next interim payment. Failure to do so will preclude a value being included with the next interim payment. - The terms "Prime Cost" and "Overheads" in connection with the Provisional Sums for Daywork in this Specification/Bill shall be as defined in "Definition of Prime Cost of Daywork carried out under a Building Contract" last before issued by the Royal Institution of Chartered Surveyors and the Building Employers Confederation. - All terms used in connection with work to be executed on a Daywork basis shall be as defined in "Definition of Prime Cost of Daywork carried out under a Building Contract" last before issued by the Royal Institution of Chartered Surveyors and the Building Employers Confederation, and notwithstanding Clause 1.2 thereof, shall apply equally to work so ordered to be carried out during the Rectification Period. - Percentage additions on Prime Cost for Daywork on work at the rates set out in the Specification/Bill shall also apply to work ordered to be carried out during the Defects Liability Period and on work sub-let. 		
453	<p>INCOME AND CORPORATION TAXES ACT (ICTA)1988:</p> <ul style="list-style-type: none"> - The Contractor's attention is drawn to sections 559-567 of the Income and Corporation Taxes Act (ICTA)1988 and the Income Tax (Sub Contractors in the Construction Industry) (Amendment) Regulations 1998 No.2622. The provisions of this section and schedule are described by the HMRC booklet CIS340. - Deductions in accordance with the Construction Industry Scheme will be made unless a valid Tax Exemption Certificate or Tax Registration Card is produced to the Employer. - The Contractor is specifically reminded that it is his duty and responsibility to satisfy himself as to the exemption status of all Sub-contractors whether named or otherwise. For this contract the Employer is designated "A Contractor under the above Act". 		
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454	INSPECTION OF DOCUMENTS BY GOVERNMENT AUDITORS: The Contractor shall retain all relevant time sheets, wages books, vouchers, quotations and invoices in connection with the Contract for a period of 6 years from the 31st March following final payment or until inspected and approved by Government Auditors whichever is the later.		
455	OVERTIME: The Contractor must obtain written permission from the CA before any overtime is worked. The Contractor will not be reimbursed for the additional cost of any overtime unless it is specifically instructed by the CA. Should such an instruction be given, the Contractor will be allowed the net additional cost incurred, in accordance with the rules or decisions of the recognised wage fixing body concerned, in respect of working tradesmen and labourers only.		
460	INTERIM VALUATIONS: At least 2 days before the end of each established period for interim valuations submit to the CA/Quantity Surveyor details of amounts due under the Contract together with all necessary supporting information.		
471	UNFIXED MATERIALS: At the time of each valuation disclose to the CA/Quantity Surveyor which of the unfixed materials and goods on site are free from, and which are subject to, any reservation of title inconsistent with passing of property, together with their respective values. When requested provide evidence of freedom from reservation of title.		
480	LABOUR AND PLANT RETURNS: At the beginning of each week have available for verification by the CA records showing, for each day of the previous week: The number and description of craftsmen, labourers and other persons employed on or in connection with the Works, including those employed by subcontractors. The number, type and capacity of all mechanical and power-operated plant employed on the Works.		
A33	QUALITY STANDARDS/CONTROL		
	MATERIALS AND WORK GENERALLY		
110	GOOD PRACTICE: Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be: Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and In accordance with good building practice.		
120	GENERAL QUALITY OF PRODUCTS: Products to be new unless otherwise specified. For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by CA. Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by CA. Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance. Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together. If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.		
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130	<p>PROPRIETARY PRODUCTS: Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform CA if these conflict with any other specified requirement. Submit copies to CA when requested. The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturers' literature current at the date of tender. Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform CA and do not place orders for or use the affected products without further instructions. Where British Board of Agrément certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.</p>		
140	<p>CHECKING COMPLIANCE OF PRODUCTS: Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of 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 that should be supplied with the goods have been supplied. Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance. The delivered quantities are correct, to ensure that shortages do not cause delays in the work. The products are clean, undamaged and otherwise in good condition. Any products that have a limited shelf life are not out of date.</p>		
150	<p>PROTECTION OF PRODUCTS: Prevent over-stressing, distortion and any other type of physical 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 and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products. Prevent excessively high or low temperatures and rapid changes of temperature in the products. Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use. Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured. Keep different types and grades of products separately and adequately identified. So far as possible keep products in their original wrappings, 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.</p>		
160	<p>SUITABILITY OF RELATED WORK AND CONDITIONS: Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, ensure that: Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.</p>		
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170	<p>All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing. The environmental conditions are suitable, particularly that the building is suitably weather tight when internal components, services and finishes are installed.</p> <p>GENERAL QUALITY OF WORKMANSHIP: Operatives must be appropriately skilled and experienced for the type and quality of work. Take all necessary precautions to prevent damage to the work from frost, rain and other hazards. Inspect components and products carefully before fixing or using and reject any that are defective. Fix or lay securely, accurately and in alignment. Where not specified otherwise, select fixing and jointing methods and types, sizes and spacings of fastenings in compliance with section Z20. Fastenings to comply with relevant British Standards. Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not over tighten fixings. Adjust location and fixing of components and products so that joints that are to be finished with mortar or sealant or otherwise left open to view are even and regular. Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval.</p>		
180	<p>BS 8000: BASIC WORKMANSHIP: Where compliance with BS 8000 is specified, this is only to the extent that the recommendations therein define the quality of the finished work. Where BS 8000 gives recommendations on particular working methods or other matters which are properly within the province and responsibility of the Contractor, compliance therewith will be deemed to be a matter of general industry good practice and not a specific requirement of the CA under the Contract. If there is any conflict or discrepancy between the recommendations of BS 8000 on the one hand and the project documents on the other, the latter will prevail. The Contractor shall provide method statements in relation to decorations or other finishes within 5 working days of request.</p>		
185	INTER-TRADE ATTENDANCE: The Contractor shall provide attendance of trade upon trade as may be required to complete the works.		
190	WATER FOR THE WORKS: Clean and uncontaminated. If other than mains supply is proposed provide evidence of suitability. Test to BS 3148 if instructed.		
	SAMPLES/APPROVALS		
210	APPROVAL OF PRODUCTS: Where approval of a product is specified the requirements for approval relates to a sample of the product and not to the product as used in the Works. Submit a sample or other evidence of suitability. Do not confirm orders or use the product until approval of the sample has been obtained. Retain approved sample in good, clean condition on site. Ensure that the product used in the Works matches the approved sample.		
220	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 that are not part of the finished Works when no longer required.		
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230	<p>APPROVALS: Where and to the extent that products or work are specified to be approved or the CA instructs or requires that they are to be approved, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics either:</p> <p>To the express approval of the CA or</p> <p>To match a sample expressly approved by the CA as a standard for the purpose.</p>		
240	<p>APPROVALS: Inspection or any other action by the CA must not be taken as approval of products or work unless the CA so confirms in writing in express terms referring to:</p> <p>Date of inspection</p> <p>Part of the work inspected</p> <p>Respects or characteristics which are approved</p> <p>Extent and purpose of the approval</p> <p>Any associated conditions.</p> <p>ACCURACY/SETTING OUT GENERALLY</p>		
310	<p>ACCURACY OF INSTRUMENTS: Use instruments and methods described in BS 5606, Appendix A.</p>		
320	<p>SETTING OUT: Submit details of methods and equipment to be used in setting out the Works. Provide all instruments, temporary benchmarks and labour for setting out and levelling.</p>		
321	<p>SETTING OUT: Check the levels and dimensions of the site against those shown on the drawings, and record the results on a copy of the drawings. Notify CA in writing of any discrepancies and obtain instructions before proceeding.</p>		
322	<p>SETTING OUT: Inform CA when overall setting out is complete and before commencing construction.</p>		
340	<p>APPEARANCE AND FIT:</p> <p>Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.</p> <p>Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.</p> <p>Without prejudice to the above and unless specified otherwise, tolerances will (where applicable) be not greater than those given in BS 5606, Tables 1 and 2.</p>		
361	<p>CRITICAL DIMENSIONS: Certain dimensions on the following drawings are noted as 'critical'; set out and construct the works to ensure compliance with the tolerances stated on the drawings:</p> <p>Structural openings as per door schedule.</p>		
380	<p>RECORD DRAWINGS: Record details of all grid lines, setting-out stations, bench marks and profiles on the site setting-out drawing. Retain on site throughout the contract and hand to CA on Completion.</p> <p>SERVICES GENERALLY</p>		
410	<p>SERVICES REGULATIONS: Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority and are entirely to their inspector's satisfaction.</p>		
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411	<p>EXISTING SERVICES: Before commencing the Works the Contractor must notify the various public and private owners concerned that work will be proceeding in the proximity of their property, structures and services and ascertain from them the position of all known items that may be affected.</p> <p>The Contractor must take all necessary precautions to prevent any damage to property on, under or adjoining the site and must immediately notify the CA and the owner concerned of any damage occurring.</p> <p>The Contractor must protect, uphold and maintain all existing structures, live drainage, ducts, water, gas and other mains or power services and if any such items are damaged he shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings provided always that the damage is due to any negligence, omission or default of the Contractor's workpeople or those of his sub-contractors.</p> <p>The Contractor must not make connections or interfere with the operation of existing services such as live drainage, ducts, water, gas and other mains or power services without written permission from the CA and/or the public or private owners concerned.</p> <p>The Contractor must give ten days notice to the CA before any service is interrupted except by agreement.</p>		
414	<p>WATER REGULATIONS/BYELAWS NOTIFICATION: Notify the Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details. Allow adequate time to receive the Undertaker's consent before starting work.</p> <p>Inform the CA immediately if consent is withheld or is granted subject to significant conditions.</p>		
415	<p>WATER REGULATIONS/BYELAWS CONTRACTOR'S CERTIFICATE:</p> <p>On completion of the work, submit to the CA (and where required also to the Water Undertaker) a certificate including:</p> <ul style="list-style-type: none"> - The address of the premises. - A brief description of 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. 		
420	<p>SERVICE RUNS: Make adequate provision for services, including unobstructed routes and fixings. Wherever possible ducts, chases and holes are to be formed during construction rather than cut.</p>		
421	<p>HOLES, RECESSES, CHASES ETC: The Contractor must ascertain from the drawings or otherwise, the positions of any holes, recesses chases, plugs etc which may be required, in time to form these as the works proceed. No extra payment will be allowed for cutting or forming such holes, recesses, chases, plugs etc, subsequently.</p>		
431	<p>MAIN SERVICES:</p> <ul style="list-style-type: none"> - The Contractor shall co-ordinate the laying of services to ensure that all cables and services are laid before landscape work is completed and to depths appropriate to finished ground levels. - Where trenches for mains water, gas, electricity and telephone services are excavated by the respective Authorities or Boards during the progress of the Works, the Contractor shall allow them free access to the site and for any disruption and/or delays and for forming any necessary temporary access to the Works while these services are being installed. 		
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440	MECHANICAL AND ELECTRICAL SERVICES must have final tests and commissioning carried out so that they are in full working order at Practical Completion.		
	SUPERVISION/INSPECTION/DEFECTIVE WORK		
510	SUPERVISION: In addition to the constant management and supervision of the works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.		
515	CO-ORDINATION OF ENGINEERING SERVICES: The site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering services, one with another and each in relation to the Works generally. Submit to the CA, when requested, CVs or other documentary evidence relating to the staff concerned.		
520	PERSON-IN-CHARGE: Give maximum possible notice to CA before changing the person-in-charge or site agent.		
530	ACCESS FOR CA: Provide at all reasonable times access to the Works and to other places of the Contractor or Subcontractors where work is being prepared for the Contract.		
540	OVERTIME WORKING: Whenever overtime is to be worked, give CA not less than 2 working days notice, specifying times, types and locations of work to be done. Concealed work executed during overtime for which notice has not been given may require to be opened up for inspection and reinstated at the Contractor's expense.		
550	DEFECTS IN EXISTING CONSTRUCTION to be reported to CA without delay. Obtain instructions before proceeding with work which may: Cover up or otherwise hinder access to the defective construction, or Be rendered abortive by the carrying out of remedial work.		
555	ACCESS FOR INSPECTION: Give CA not less than one weeks notice before removing scaffolding or other facilities for access.		
560	TIMING OF TESTS AND INSPECTIONS: Agree dates and times of tests and inspections with CA several days in advance, to enable the CA and other affected parties to be present. On the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.		
565	TEST CERTIFICATES: Submit a copy of each certificate to CA as soon as practicable and keep copies of all certificates on site.		
570	PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/PRODUCTS: As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract, or appear that they may not be in accordance, submit proposals to CA for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution. Such proposals may be unacceptable to the CA, and he may issue contrary instructions.		
572	DAMAGED OR SPOILED WORK: Any work damaged or spoiled by weather, traffic or other causes due to inadequate temporary protection shall be taken down and re-executed or otherwise made good by and at cost to the Contractor.		
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580	MEASURES TO ESTABLISH ACCEPTABILITY: 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, and will not be considered as grounds for extension of time.		
590	QUALITY CONTROL: Establish and maintain procedures to ensure that the Works, including the work of all subcontractors, comply with specified requirements. Maintain full records, keep copies on site for inspection by the CA, and submit copies of particular parts of the records on request. The records must include: Identification of the element, item, batch or lot including location in the Works. The nature and dates of inspections by the Contractor or CA, tests and approvals. The nature and extent of any non-conforming work found. Details of any corrective action.		
	WORK AT OR AFTER COMPLETION		
610	GENERALLY: Make good all damage consequent upon the work. Remove all temporary markings, coverings and protective wrappings unless otherwise instructed. Clean the works thoroughly inside and out including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work. Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction. Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers. Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions. Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.		
640	SECURITY AT COMPLETION: Leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.		
650	MAKING GOOD DEFECTS: Make arrangements with the CA and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform CA when remedial works to the various parts of the Works are completed.		
655	POST COMPLETION REVIEWS: Upon completion of a project, the design team, Contractor, Service Department's Manager and Building User shall meet one month after practical completion to review the day to day operation of the building and to monitor any remedial work required. At this meeting a programme for any required further meetings will be arranged.		
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A34	SECURITY/SAFETY/PROTECTION		
	GENERALLY		
110	THE PRE-CONSTRUCTION INFORMATION is contained within the tender documents. Commonplace hazards that should be controlled by good management and good site practices are not listed.		
120	THE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN, developed from the Pre-construction Information (see section A30) must be submitted to the CA not less than 2 days before the proposed date for start of construction work. Do not start construction work until the Employer has confirmed in writing that in his view the Construction Phase Health and Safety Plan includes the procedures and arrangements required by CDM Regulation 16.		
125	HSE APPROVED CODES OF PRACTICE: Comply with the following: Management of health and safety at work. Managing construction for health and safety.		
127	HEALTH AND SAFETY TRAINING: The Contractor's person-in-charge must have attended the CITB's five day Site Management and Training Scheme or equivalent and will be able to produce satisfactory proof of such attendance. He will be required from the commencement of the works until the end of commissioning. He will also be required to be the point of contact to ensure defects are dealt with and maintenance is carried out during the defects period.		
128	PROTECTION OF WORKFORCE: - As a responsible Employer, the client wishes to monitor the performance of both itself and its supply chain in all matters of Health and Safety. To this end, Principal Contractors are to allow for all costs arising in providing information relating to all accidents, incidents and diseases as will be recorded under the "Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995" (RIDDOR) and the "Social Security (Claims and Payments) Regulations 1979". - In addition to the above and following the occurrence of any RIDDOR reportable accident, incident or disease, the Principal Contractor shall allow for and afford all reasonable access to site, personnel and records so that the likely causation factors can be determined.		
130	SECURITY: Adequately safeguard the site, the Works, products, materials, plant, and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property. Make good any damage or deficiencies arising therefrom.		
140	STABILITY: Accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary. Prevent overloading: details of design loads may be obtained from CA.		
150	OCCUPIED PREMISES: Existing buildings adjacent the site will be occupied and/or used during the Contract as follows: <i>Atlantic Hotel – in use by staff and the public throughout the course of the Works</i> <i>Adjacent slipway and beach – in use by public during the course of the Works</i> <i>Mermaid Inn – in use by staff and the public throughout the course of the Works</i> <i>Adjoining beach at Old Town – in use by public during the course of the Works.</i> Carry out the Works without undue inconvenience and nuisance and without danger to occupants and users. If it transpires that compliance with this clause requires certain operations to be carried out during overtime, and such overtime could not reasonably have been foreseen at tender stage and is not required for any other reason, the extra cost will		
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	be paid to the Contractor, provided that such overtime is authorised by the CA in advance.		
170	EMPLOYER'S REPRESENTATIVES SITE VISITS: Inform the CA in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) that will require the compliance of the Employer or his representatives when visiting the site. Provide protective clothing and/or equipment for the Employer and his representatives as appropriate.		
199	NOISE: For the purposes of Section 60(5) of the Control of Pollution Act 1974 the Contractor is responsible for and has control over the carrying out of the Works. The Contractor shall comply with the requirements of Section 60 and 61 of this Act.		
200	EXISTING SERVICES: The Contractor shall allow for all the work necessary in verifying the position of existing services defined where possible on survey drawings that are defined.		
202	INVASIVE INVESTIGATION: The Contractor shall make due allowance for all costs that may arise from exercising caution when penetrating areas where no invasive investigation has been possible prior to letting of the contract.		
204	CONTRACT HEALTH & SAFETY FILE PREPARATION: The Contractor shall allow for all costs incurred in preparing and providing information throughout the contract period for the preparation of the Health & Safety File as defined in the Pre-construction Information.		
	PROTECT AGAINST THE FOLLOWING:		
210	EXPLOSIVES: Do not use.		
221	NOISE: Comply generally with BS 5228. Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles. Do not use pneumatic drills and other noisy appliances between 8am and 5pm Monday to Friday without consent of the CA. Do not use or permit employees to use radios or other audio equipment.		
230	POLLUTION: Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways. If pollution occurs, inform the appropriate Authorities and the CA without delay and provide them with all relevant information.		
236	USE OF PESTICIDES will not be permitted.		
240	NUISANCE: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes. The Contractor must take all necessary precautions to prevent any trespass on property adjoining the site by workmen, plant or materials under his control, and to prevent nuisance arising from executing the Works. The Contractor must take all necessary precautions for the prevention of nuisance arising from dust, excessive noise and vibration. The Contractor must discuss with the CA the measures he proposes to adopt to counter nuisances described above and must give notice of and agree periods when noisy operations and operations causing vibrations are to be executed. The Contractor must allow for dealing with any complaints in connection with alleged nuisance arising from the execution of the Works and for making such arrangements and negotiations as may be necessary including temporarily		
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	suspending any portion of the Works and must include for everything required to enable the Works to be completed and handed over at Contract Completion Date.		
260	FIRE PREVENTION: Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Building Employers Confederation, the Loss Prevention Council and the National Contractors' Group.		
263	FIRE PREVENTION: Smoking will not be permitted on the site except in designated areas which must be carefully controlled and equipped with fire fighting equipment and receptacles for the safe disposal of smokers' materials and inspected to guard against risk of fire. Smoking will not be permitted at progress meetings.		
265	BURNING ON SITE of materials arising from the work will not be permitted.		
270	WATER: Prevent damage from storm and surface water. (Items for keeping the site and excavations free of water are given elsewhere).		
280	MOISTURE: Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent: Blistering and failure of adhesion. Damage due to trapped moisture. Excessive movement.		
283	HUMIDITY: Where excessive humidity would be detrimental, work shall not commence on finishing or specialist trades until that part of the building in which the work is to be carried out is sufficiently finished and enclosed for control of the humidity to be effected and maintained at a similar level to that which will prevail when the building is completed and in use.		
290	WASTE: All waste management companies used on the project are to be approved by the Client. Remove rubbish, debris, surplus material and spoil regularly and keep the site and Works clean and tidy. Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in. Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority. Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations. Retain waste transfer documentation on site. Waste removal from the working area to external disposal skips may be carried out using wheeled, lidded bins; removal is to take place as early and/or as late as possible during the working day.		
300	ELECTROMAGNETIC INTERFERENCE: Take all necessary precautions to avoid excessive electromagnetic disturbance of apparatus outside the site.		
305	LASER EQUIPMENT: - Install, use and store construction laser equipment in accordance with BS EN 60825-1 and the manufacturer's instructions. - Use either Class 1 or Class 2 laser equipment ensuring that the laser beam is not set at eye level and is terminated at the end of its useful path. - The use of Class 3A and Class 3B laser equipment will not be permitted without		
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	the approval of the CA and subject to the submission of a method statement on its safe use.		
	PROTECT THE FOLLOWING:		
410	WORK IN ALL SECTIONS: Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.		
420	EXISTING SERVICES: Notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations. Before starting work check positions of existing services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners. Observe service authority's recommendations for work adjacent existing services. Adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or other owners. If any damage to services results from the execution of the Works, notify CA and appropriate service authority without delay. Arrange for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor's liability. Replace any marker tapes or protective covers disturbed during site operations to the service authority's recommendations.		
428	PUBLIC AND PRIVATE ROADS AND FOOTPATHS: - The Contractor shall give reasonable notice not being less than 7 days, of any intention to cause interference, or carry out work in connection with a road or footpath and shall assume responsibility for any reinstatement which may be necessary to the satisfaction of the CA and any relevant Authority. - Before work commences, the conditions of paving and kerbs adjoining the site or over which the Contractor desires access shall be jointly inspected by representatives of both the Contractor and any relevant Authority and, on completion, a further inspection made to ascertain the extent of damage, if any, for which the Contractor may be held liable.		
430	ROADS AND FOOTPATHS: Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising. Maintain clear access at all times for emergency vehicles along the shared access road immediately adjacent the site.		
435	EXISTING TOPSOIL/SUBSOIL: Protect existing topsoil and subsoil from over-compaction 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. Agree extent of reinstatement with the CA and bear any costs arising.		
440	TREES/HEDGES/SHRUBS/LAWNS: Adequately protect and preserve, except those that are to be removed. Replace to approval or treat as instructed any species or areas damaged or removed without approval.		
450	EXISTING FEATURES: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features that are to remain in position during the execution of the Works.		
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460	EXISTING WORK: Prevent damage to existing property undergoing alteration or extension and make good to match existing any defects so caused. Remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum.		
482	ADJOINING PROPERTY: Unless permission is granted the Contractor shall not encroach on land or buildings beyond the site limit and shall not cause any obstruction to the use of the existing highways, rights of way, access road or paths. All vehicles and workmen shall use such entrances and keep to such routes as directed.		
483	TRESPASS AND NUISANCE: Use all reasonable means to avoid inconveniencing adjoining owners. Indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of employees. The Contractor shall not obstruct any public way or otherwise do or suffer to be done anything which may amount to a nuisance or annoyance and shall not interfere with any right-of-way or light to adjoining property and any notice received by him or left upon the site requiring the discontinuance or suspension of any part of the Works shall at once be forwarded by him to the CA, or, given verbally shall at once be communicated by him to the CA in writing and the Contractor shall keep the Employer indemnified against any claim or loss consequent upon any act, neglect or omission of the Contractor or his agents, servants or workmen in this respect.		
484	WATCHING AND LIGHTING: Provide during the progress of the works for effective watching during the ingress and egress of all vehicles whether in his ownership or otherwise, through the site, and for effective warning of the movement of such vehicles to the members of the public on the public way and persons within the site, as necessary.		
491	EXISTING STRUCTURES: Provide and maintain during the execution of the Works all incidental shoring, strutting, needling and other supports as may be necessary to preserve the stability of existing structures, sewers, drains, electric or telephone cables, water and gas mains, all fences, walls, roads, paths, kerbs, trees, shrubs, grassed areas and other surfaces on the site or adjoining, that may be endangered or affected by the Works. Protect against damage and/or settlement, and no part of the protective measures shall be taken down or removed until all risk of damage and/or settlement is past. All work involving risk or damage and/or settlement to the building is to be executed in such portions as to minimise the risk as far as possible. Prevent overstressing of completed work when removing supports.		
494	SHORING AND STRUTTING: Unless approved by the CA any cost arising from failure on the part of the Contractor to take all precautions to shore and strut or to adopt such expedients as required to protect against damage and/or settlement at the appropriate time shall be borne by him.		
A35	SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING		
110	SCOPE: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.		
130	METHOD/SEQUENCE OF WORK: Works shall be carried out in a single phase, as shown on drawings issued with the tender documents. Allow for any necessary sub-phasing to suit work sequences, particularly regarding works which fall within tidal areas or are affected by beach based local activities. Works to existing services: timing of works shall be carried out to suit phasing/sub-phasing and in liaison with CA.		
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140	ACCESS TO THE SITE: See section A12.		
150	USE OF THE SITE: See also section A12. Use of the site for the Contractor will be restricted to the site, together with an area to be agreed with the Client for siting of temporary accommodation and temporary storage of materials.		
155	SCAFFOLDING: Ensure that standing scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all subcontractors.		
160	WORKING AREA for the Contractor: site huts and a compound area for general storage of materials may not be available, although there is the possibility of nearby car parking spaces being made available – the site area may be used for limited storage of materials, but it is envisaged that materials delivery will be on a 'just-in-time' basis.		
170	USE OR DISPOSAL OF MATERIALS: All surplus materials not required for the works or spoil/debris/rubbish/packaging, etc. is to be removed from site as soon as possible. Use of covered, wheeled bins to remove demolition materials from within the building will be permitted. Skips for disposal of materials are to be located away from entrances and thoroughfares. New materials for incorporation in the works shall not be stored in locations where they cause a nuisance or obstruction. Materials shall generally be stored within the Contractor's central compound and shall only be delivered to the point of incorporation in the works when required.		
190	WORKING HOURS: Working hours will generally be from 8am to 5.00pm Monday to Friday. However, out of hours and additional weekend working may be necessary for some parts of the works and/or temporary works in order to complete by the required date. The Contractor is to identify at tender stage those areas of work he requires to be carried out during out of hours and weekend periods and is to allow for such in his tender. Weekend and other working hours shall be agreed with the Client.		
200	COMMISSIONING: - The Contract requires all services installations to be fully tested and commissioned prior to Practical Completion. - Whilst some commissioning may be possible during the construction process there will need to be a clear defined period of time at the end of the Main Contractor's programme of work in order to fully comply with the commissioning requirements. The actual period of time will be determined by the complexity of the various services installations and to this end the Main Contractor shall fully liaise with his specialist sub-contractors, suppliers, etc. so that a period of time commensurate with the level and volume of commissioning required can be allowed for within the overall programme of works.		
210	COMPLETION IN SECTIONS OR PARTS: Where the Employer is to take possession of any section or part of the Works and such section or part will, after its 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. During execution of the remainder of the Works ensure that completed Sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.		
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A36	FACILITIES/TEMPORARY WORK/SERVICES		
	GENERALLY		
110	LOCATIONS: Inform CA of the intended siting of all spoil heaps, temporary works and services.		
120	MAINTAIN, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good.		
130	METER READINGS: Where charges for service supplies need to be apportioned ensure that meter readings are taken by relevant authority at possession and/or completion as appropriate. Ensure that copies of readings are supplied to interested parties.		
135	RATES AND TAXES ON TEMPORARY WORKS: The Contractor shall be responsible for the payment of all rates and taxes in respect of huts or other temporary buildings erected on the site for the purpose of the Works. The Contractor shall also be responsible for agreeing or otherwise dealing with any notice of assessment, demand note or other like document that may be received in respect of such huts or temporary buildings.		
	ACCOMMODATION		
210	ROOM FOR MEETINGS: Provide suitable temporary accommodation for site meetings, adequately heated and lit, with table and chairs for up to 10 people. The room may be part of the Contractor's own site offices. If no Contractor's site office is available, site progress meetings may be held in the Council of the Isles of Scilly offices at Town Hall.		
215	CA'S SITE OFFICE: - The Contractor shall allow the Employer, CA, Quantity Surveyor, Services Engineer, Structural Engineer, Clerk of Works and their representatives to have occasional use of the office provided for the Person-in-Charge. The Employers representatives must have access to all drawings and details at all times. - The Contractor shall ensure that offices comply with the requirements of the Offices, Shops and Railway Premises Act.		
260	SANITARY ACCOMMODATION: Make available sanitary accommodation for the Employer's representatives, CA and their representatives, either separate or shared with the Contractor's supervisory staff. The accommodation must include an adequate number of appliances, wash hand basin(s) with hot and cold water supply, with adequate heating, lighting and ventilation.		
	TEMPORARY WORK		
310	ROADS: Permanent roads, hardstandings and footpaths adjacent to the site may be used, subject to clause A34/430, only in so far as is necessary to gain access for the purpose of carrying out the works.		
320	TEMPORARY FENCE(S): Provide secure temporary fences to adequately and safely segregate external parts of the site and to ensure that any debris arising from the works is contained within the perimeter of the site.		
325	TEMPORARY FENCING TO EXISTING TREES/VEGETATION: - Before starting work, erect suitable temporary protective fencing in appropriate locations to protect retained trees, hedges, etc. in accordance with clause A34/441 - Locate fencing at the outer limit of branch spread or a distance equal to half the		
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	height of the tree, whichever is the greater. - Maintain integrity of fencing for the duration of the Works. - Remove fencing on the completion of the Works and make good disturbed area.		
330	TEMPORARY HOARDINGS: The Contractor shall provide, maintain and remove on completion of the Works all lights, fires, guards, fencing, fans, planked footways, guard rails, gantries and the like, watching and signalling by day and night as may be necessary for the protection and safety of the public, the Contractor's employees, the CA and/or the authorised agents of the Employer, for the proper execution of the works and for meeting the requirements of the County Council or any other authority.		
350	TEMPORARY SIGNS: Provide temporary signs at common entrance routes in order to direct users, deliveries, clients and visitors to appropriate locations and prevent unauthorised entry.		
361	NAME BOARD/ADVERTISEMENTS: - Provide and maintain where directed throughout the period of contract a Contractor's name board in accordance with the standard drawing and to the approval of the CA. The board shall be rigid, stable and waterproof and shall be constructed of 9.5mm thick exterior quality plywood with lipped edges on suitable wrought softwood framing and supported on circular or rectangular steel tubes. - The whole shall be painted not less than three coats finished gloss and shall be lettered by a professional sign-writer to show the title of the project, the names of the Consultants and also the name and address of the Contractor. - Advertisements will not be permitted.		
	SERVICES AND FACILITIES		
410	LIGHTING: During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.		
420	LIGHTING AND POWER: Electricity supply from the Employer's mains will not be available and the Contractor is to make his own arrangements for temporary supplies. The Employer will not be held responsible for the effects of any failure or restriction in supply. Point of supply: to be ascertained on site. Anticipated capacity: to be ascertained as adequate prior to use by Contractor. Supply voltage: to be ascertained as adequate prior to use by Contractor. Conditions/Restrictions: all supply points to be maintained clean and in good condition.		
425	ELECTRICITY: All electricity supplies must comply with current edition of the IEE Regulations the Electricity at Work Act and requirements of the Supply Authority.		
430	WATER from the Employer's mains will not be available and the Contractor is to make his own arrangements for temporary supplies, as follows: Supply will be potable water. Available capacity: to be ascertained for adequacy by Contractor. Source: to be ascertained on site. Location of supply point: to be ascertained on site. Conditions/Restrictions: all supply points to be maintained clean and in good condition. Use not to be at detriment of existing users' needs. An external tap, fed from the Atlantic Hotel, may be installed, to provide both a temporary supply and a permanent supply for washing down and maintenance purposes.		
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442	TELEPHONES/FAX: Provide as soon as practicable after the Date of Possession a joint temporary on site telephone/fax for use by the Contractor, Subcontractors and those acting on behalf of the Employer. Make arrangements to ensure that incoming calls are answered reasonably promptly. Allow for the cost of a modest number of calls made by those acting on behalf of the Employer.		
500	METER READINGS: Where charges for service supplies need to be apportioned ensure that meter readings are taken by relevant authority at possession and/or completion as appropriate. Ensure that copies of readings are supplied to interested parties.		
510	THERMOMETERS: Provide on site and maintain in accurate condition: - A maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location. - A thermometer for measuring concrete and ground temperature.		
A37	OPERATION/MAINTENANCE OF THE FINISHED BUILDING		
111	The Building Manual (incorporating the Health and Safety File and subtitled accordingly) is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the facility and its systems and enabling it to be operated and maintained efficiently and safely. The Contractor is required to obtain or prepare all the information to be included in the Manual, produce the required number of copies of the Manual and submit them to the CA for delivery to the Employer. - The Manual is to consist of the following three parts, subsectioned as appropriate: PART 1: GENERAL: Content as clause 121, the information being provided to the Contractor by the CA. PART 2: BUILDING FABRIC: Content as clause 132, plus certain as-built drawings and other information provided by the Contractor to the CA. PART 3: BUILDING SERVICES: Content as clause 143. - The presentation of the Manual is to be as clause 170. - A complete draft of the Manual must be submitted not less than 2 weeks before submission of the final copies of the Manual. Amend the draft Manual in the light of any comments and resubmit to the CA. Do not proceed with production of the final copies of the Manual until authorised to do so by the CA. - Final copies of the Manual: provide the CA with 3 hard copies and 2 soft copies not less than 2 weeks before Completion of the Works.		
121	THE BUILDING MANUAL PART 1: GENERAL must include: - A description of the works/facility. - Details of all consultants and designers. - Copies of all consents and approvals contained.		
132	THE BUILDING MANUAL PART 2: BUILDING FABRIC: Provide such information as is reasonably required by the CDM Co-ordinator including: - As-built drawings recording details of construction for all Contractor designed work and performance specified work. - Copies of manufacturers' current literature for all products for which the particular proprietary brand has been chosen by the Contractor, including COSHH dated data sheets and manufacturers' recommendations for cleaning and maintenance. - Names, addresses telephone and fax numbers of all sub-contractors, suppliers and manufacturers. - Copies of all guarantees, warranties and maintenance agreements offered by sub-contractors and manufacturers. - Copies of all test certificates and reports required in the specification.		
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143	<p>THE BUILDING MANUAL PART 3: BUILDING SERVICES must include:</p> <ul style="list-style-type: none"> - A full description of each of the systems installed, written to ensure that the Employer's staff fully understand the scope and facilities provided. - A description of the mode of operation of all systems. - Diagrammatic drawings of each system indicating principal items of plant, equipment, valves etc. - A photo-reduction of all record drawings to maximum A3 size together with an index. - Legend for all colour-coded services. - Schedules (system by system) of plant, equipment, valves, etc., stating their locations, duties and performance figures. Each item must have a unique number cross-referenced to the record and diagrammatic drawings and schedules. - The name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers. - Manufacturers' technical literature for all items of plant and equipment, assembled specifically for the project, excluding irrelevant matter and including detailed drawings, electrical circuit details and operating and maintenance instructions. - Corrosion tests, type tests, works tests, start and commissioning tests) for the installations and plant, equipment, valves, etc., used in the installations. - A copy of all manufacturers' guarantees, warranties and maintenance agreements offered by subcontractors and manufacturers. - Starting up, operating and shutting down instructions for all equipment and systems installed. - Control sequences for all systems installed. - Schedules of all fixed and variable equipment settings established during commissioning. - Procedures for seasonal changeovers. - Recommendations as to the preventative maintenance frequency and procedures to be adopted to ensure the most efficient operation of the systems. - Lubrication schedules for all lubricated items. - A list of normal consumable items. - A list of recommended spares to be kept in stock by the Employer, being those items subject to wear or deterioration and which may involve the Employer in extended deliveries when replacements are required at some future date. - Procedures for fault finding. - Emergency procedures, including telephone numbers for emergency services. 		
145	<p>OPERATING AND MAINTENANCE MANUALS: Prepare manuals and hand over to the CA not less than 2 weeks before Completion of the Works. The failure of the Contractor to hand over a complete set of manuals within the required period will result in project handover being delayed at the Contractor's expense.</p>		
170	<p>PRESENTATION OF BUILDING MANUAL:</p> <ul style="list-style-type: none"> - The Manual to be A4 size, in plastic covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled. Drawings larger than A4 to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings. - Prepare two temporary Manuals with provisional record drawings and preliminary performance data available at commencement of commissioning to enable the Employer's staff to familiarise themselves with the installation. These should be of the same format as the final Manuals with temporary insertions for items that cannot be finalised until the installations are commissioned and performance tested. - Provide the CA with 3 hard copies and 2 soft copies of the final Manual not less than 2 weeks before Practical Completion. 		
180	<p>TRAINING OF EMPLOYER'S STAFF: Before Practical Completion explain and demonstrate to the Employer's maintenance staff the purpose, function and</p>		
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	operation of the installations including all items and procedures listed in the Building Manual.		
230	SPARE PARTS: At least 1 week before Practical Completion submit to the CA a schedule of spare parts that the Contractor recommends should be kept in stock by the Employer for maintenance of the services installations. State against each item the manufacturer's current price, including packaging and delivery to site.		
250	TOOLS: At Practical Completion provide one complete set of tools and portable indicating instruments for the operation and maintenance of all services plant and equipment together with suitable means of identifying, storing and securing same.		
A4	CONTRACTOR'S GENERAL COST ITEMS		
A40	CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF		
110	MANAGEMENT AND STAFF – ON SITE – OFF SITE		
A41	CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION For details of site accommodation required or made/not made available by the Employer see section A36.		
110	SITE ACCOMMODATION		
A42	CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES For details of services and facilities required or made/not made available by the Employer see section A36.		
110	POWER		
120	LIGHTING		
130	FUELS (excluding fuels for testing and commissioning)		
140	WATER		
150	TELEPHONE AND ADMINISTRATION		
160	SAFETY, HEALTH AND WELFARE (see A34/170)		
170	STORAGE OF MATERIALS (see A33/150)		
180	RUBBISH DISPOSAL (see A34/290)		
190	CLEANING (see A33/610)		
200	DRYING OUT (see A34/280)		
210	PROTECTION OF WORK IN ALL SECTIONS (see A34/410 et seq)		
220	SECURITY (see A34/130)		
230	MAINTAIN PUBLIC AND PRIVATE ROADS (see A34/430)		
240	SMALL PLANT AND TOOLS		
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310	ADDITIONAL SERVICES AND FACILITIES ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as appropriate: Insurances _____		
A43	CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT		
110	CRANES		
120	HOISTS		
130	PERSONNEL TRANSPORT		
140	TRANSPORT		
150	EARTHMOVING PLANT		
160	CONCRETE PLANT		
180	PAVING AND SURFACING PLANT		
250	ADDITIONAL MECHANICAL PLANT ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as required: _____ _____		
A44	CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS For details of temporary works required or made/not made available by the Employer see section A36.		
110	TEMPORARY ROADS		
120	TEMPORARY WALKWAYS		
130	ACCESS SCAFFOLDING		
140	SUPPORT SCAFFOLDING AND PROPPING		
150	HOARDINGS, FANS, FENCING, ETC.		
160	HARDSTANDING		
170	TRAFFIC REGULATIONS		
250	ADDITIONAL TEMPORARY WORKS ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as required: _____ _____		
A5	WORK BY OTHERS OR SUBJECT TO INSTRUCTION		
A50	WORK/PRODUCTS BY/ON BEHALF OF THE EMPLOYER		
510	PRODUCTS provided by or on behalf of the Employer: None . Details of any such products are given in the relevant drawings/specifications/ work sections, for fixing by the Contractor. Take delivery, check against receipts and take into appropriate storage. Use for no other purpose than the Works. Keep safe any surplus to requirements and obtain instructions in relation thereto.		
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520	<p>WORKS by or on behalf of the Employer: None.</p> <p>To be supplied and installed by others appointed direct by the Employer.</p> <p>Allow access to the works for installation contractor, including handing over parts of the Works as appropriate.</p> <p>Allow time within the Works programme for installation works to complete within the overall construction programme.</p> <p>Allow for general attendance during Contractor's normal working hours.</p> <p>Allow for maintaining any floor protection (installed by others) up to time of Practical Completion.</p>		
530	<p>LICENCES obtained by or on behalf of the Employer: Radio licence for the monitoring system.</p> <p>To be obtained direct by the Employer.</p>		
A53	WORK BY STATUTORY AUTHORITIES		
500	None anticipated.		
A54	PROVISIONAL WORK/ITEMS		
500	PROVISIONAL SUMS:		
501	<p>Include the following Provisional Sums for defined works, to be instructed in whole or in part by the CA:</p> <ul style="list-style-type: none"> None 		
502	<p>Include the following Provisional Sums for undefined works, to be instructed in whole or in part by the CA:</p> <ul style="list-style-type: none"> Contingencies (to be included in Prices under Schedule of Works) £5,000.00 		
A55	DAYWORKS		
100	<p>GENERALLY:</p> <p>For the valuation of variations that cannot be properly measured and valued the Contractor may, by agreement with the CA, charge Daywork in accordance with clause 3.7.5 of the Conditions of Contract.</p> <p>The basis of charging shall be the Prime Cost of such work calculated in accordance with the 'Definitions of Prime Cost of Dayworks' published by the Royal Institution of Chartered Surveyors, December 1975 (hereinafter referred to as 'the Definition') together with the percentage additions at the rates included below.</p> <p>The Contractor must indicate the percentage additions he requires for overheads as defined in Section (4) of the Definition.</p>		
110	LABOUR: Percentage addition		
120	MATERIALS AND GOODS: Percentage addition		
130	<p>PLANT: Percentage addition</p> <p>(Rates for plant costs will be as set out in the Schedule of Basic Plant Charges published by the RICS current at the Date of Tender).</p>		
140	<p>SPECIALIST TRADES: Percentage addition:</p> <p>Hourly rates for labour to be identified by Contractor within the province of: RICS/HVAC and Electrical Contractors' Association</p>		
	TO COLLECTION	£	

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