

A PRELIMINARIES/GENERAL CONDITIONS**A10 PROJECT PARTICULARS**

- A10.110 THE PROJECT:
Name: Tavistock Guildhall Carpark Public Realm Works
- Nature: Re-coating of tarmac to perimeter of car park site in resin bound surfacing, new hard landscaping in granite setts, creation of Town lawn, installation of lighting and street furniture etc.
Location: Tavistock. Devon
Timescale for completion of the construction work: Jan-April 2019
- A10.120 EMPLOYER (CLIENT):
Tavistock Town Council
- A10.127 THE PRINCIPAL CONTRACTOR: The Contractor
- A10.140 ARCHITECT (hereinafter referred to as 'CA'):
Le Page Architects Ltd
PO Box 352
Saltash
Cornwall
PL12 9AH
- A10.147 Principle Designers under CDM 2015:
Le Page Architects Ltd
PO Box 352
Saltash
Cornwall
PL12 9AH
- A11 TENDER AND CONTRACT DOCUMENTS
- A11.110 THE TENDER DRAWINGS are:
Architects drawings (Le Page Architects Ltd):
- | | |
|-------------|--------------------------|
| 0990/0001/c | Existing Survey plan |
| AB 01-04 | Proposed layout drawings |
| AB05 | Materials drawing |
- A11.120 THE CONTRACT DRAWINGS will be the same as the tender drawings.
- A11.160 THE PRE-CONSTRUCTION CDM INFORMATION PACK: is included as a separate document and forms part of the Tender and Contract documents.
- A12 THE SITE/EXISTING BUILDINGS**
- A12.110 THE SITE is located within the perimeter of the Tavistock Guildhall, Guildhall Road and the A386 road.
- A12.140 EXISTING MAINS/SERVICES:
Electricity is available within the Guildhall. Extensions may be taken for use during the works.

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- A12.200 **ACCESS TO THE WORK:**
Must be accessed via pre-determined routes and enclosed areas to ensure public safety at all times.
- A12.220A **USE OF THE SITE:**
Do not use the site for any purpose other than carrying out the works.
The ongoing refurbishment of the Guildhall and surrounding businesses/Public Service offices, Public Telephone box and Public Toilets will remain in use and open to visitors for the entire period of the works.
NO PUBLIC ACCESS WILL BE ALLOWED WITHIN THE EXTENTS OF THE SITE DURING THE WORKS.
Wherever possible restrict the movement of large items of plant, materials and components around the Guildhall and surrounding business' opening hours.
Under no circumstances are any noisy or dusty works to take place during normal Guildhall/surrounding business opening hours. The contractor is to familiarise himself weekly with the Tavistock Town Council list of events.
Ensure public throughway is maintained along/adjacent to the compound at all times.
Access to the Guildhall doors is to be maintained to allow means of escape in case of fire in the building. Refer to phasing drawings for site perimeters and requirements to allow contractors access to the adjacent Guildhall Heritage centre project
The use of radios is not permitted.
For temporary contractor's accommodation, workshop and storage facilities see clause A36.270.
- A12.230 **SURROUNDING BUILDING USES:**
The Guildhall is surrounded by existing businesses. At all times consideration must be given to making the delivery and movement of materials and plant and work operations as unobtrusive as possible.
Refurbishment works will be taking place to the Guildhall buildings during these works and means of escape/occasional access will be required to be maintained to the ground floor doors of the building.
- A12.231 **CDM 2015**
Principle Contractor to be appointed by the client in writing and clause A34.121 is to be satisfied before any works begin on site.
The principle contractor is to ensure all duties identified under the CDM regulations 2015 as adhered to throughout the construction project.
- A12.240A **RISKS TO HEALTH AND SAFETY:**
The nature and condition of the site cannot be fully and certainly ascertained before it is excavated. However, the following risks are or may be present:
Unknown drainage and live utility services.
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.
- A12.280 **SITE VISIT:** Before tendering, ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- A12.290 **SITE VISIT** may be made by prior appointment with Le Page Architects on 01752 849880

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- A13 DESCRIPTION OF THE WORK
- A13.110 **The Guildhall carpark is a Scheduled Monument and the Duke of Bedford Statue is Grade 2 Listed and these works fall within the area known as the perimeter of a listed building. (Guildhall)**
- Preparing and reducing where necessary existing vehicle and pedestrian areas.
Repositioning of the Duke of Bedford Statue
Correct preparation and laying of resin coating to form new pathway, area around Public Toilets and vehicle manoeuvring and parking areas, as indicated on drawings.
Correct preparation and laying of granite setts to form new pavement and Piazza areas as indicated on drawings.
Creation of central public lawn area
Installation of Aco surface water drains.
Installation of new ground lighting
Various other associated works.
- A20 THE CONTRACT
- A20.910 AGREEMENT FOR MINOR WORKS: The form of contract will be the JCT Agreement for Minor Building Works 2016 Edition.
- RECITALS 1-5
- 1st Recital
The work comprises Public Realm works to the car park area of the Guildhall Tavistock.
- Architect/Contract Administrator: See section A10.
The reference to Contract Administrator will be deleted.
- 2nd Recital
The references to the schedule of rates will be deleted.
- ARTICLES 1-8
- Article 4:
Will apply.
- Article 5:
Will be this tendering contractor.
- Particulars
- 2.2 The Works are to commence in January 2019 with an agreed completion date of end of April 2019.
- 2.3 Liquidated damages: £1,500 per month.
- 2.10 Defects liability period is twelve (12) months.
- 4.3 Retention percentage: 5%.
- 4.4 Penultimate certificate percentage: 2.5%.

4.8.1 Final Certificate:
Period for supply of documentation is three months

5.3.2 Injury or damage to property
Insurance cover to be not less than £5,000,000

5.4 A-C Insurance of the Works and any existing structures by Employer - Fire etc.
Clause 5.3B and C will be deleted. (Works to be fully insured by contractor in joint names)

Article 7.2

Adjudication - Nominator of Adjudicator:

The President or a Vice-President or the Chairman or a Vice-Chairman of the Royal Institute of British Architects.

Arbitration - Appointer of Arbitrator:

The President or a Vice President of the Royal Institute of British Architects.

A30 TENDERING

A30.110 SCOPE: These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.

A30.120 TENDERING PROCEDURE will be in accordance with the principles of the 'Code of Procedure for Single Stage Selective Tendering' 1996.

A30.161 EXCLUSIONS: If the Contractor cannot tender for any part(s) of the work as defined in the tender documents he must inform the CA as soon as possible, defining the relevant part(s) and stating the reasons for his inability to tender.

A30.170 ACCEPTANCE OF TENDER: The Employer and his representative:
- 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.

A30.191 PERIOD OF VALIDITY: Tenders must remain open for consideration (unless previously withdrawn) for **not less than 20 weeks** from the date fixed for the submission or lodgement of tenders. Information on the date for possession/commencement is given in section A20.

A30.315 PROJECTS WITHOUT QUANTITIES: 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.

A30.341 ERRORS IN THE PRICED DOCUMENTS will be dealt with in accordance with the 'Code of Procedure for Single Stage Selective Tendering' 1996, Alternative 1 (the word 'documents' being substituted for 'bills of quantities').

A30.535 SUBSTITUTE PRODUCTS: If the Contractor wishes to substitute products of different manufacture to those specified, details must be submitted with the tender giving reasons for each proposed substitution. Substitutions which 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.

A30.551 HEALTH AND SAFETY INFORMATION: A statement must be submitted with the tender describing the organisation and resources which the contractor proposes and undertakes to provide to safeguard the health and safety of operatives,

including those of subcontractors and of any person who may be affected by the works, including:

A 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.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

A31.130 IN WRITING: When required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.

A31.140 APPROVAL (and words derived there from) means the approval in writing of the CA unless specified otherwise.

A31.180 CROSS-REFERENCES TO THE SPECIFICATION:

- 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.
- 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.
- 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.

A31.200 EQUIVALENT PRODUCTS:

- 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.
- 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.

A31.201 EQUIVALENT PRODUCTS: Wherever products are specified by proprietary name and the phrase 'or equivalent' is not included, it is to be deemed included.

A31.225 REFERENCES TO BSI DOCUMENTS are to the versions and amendments listed in the BSI Standards Catalogue current at the date of tender.

A31.270 SIZES: Unless otherwise stated:

- Products are specified by their co-ordinating sizes.

- Cross section dimensions of timber shown on drawings are nominal sizes before any required planning.

A31.280 FIX ONLY means all labours in unloading, handling, storing and fixing in position, including use of all plant.

A31.290 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.

TERMS USED IN REFURBISHMENT/ALTERATION

A31.311 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.

A31.321 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.

A31.331 REPLACE means:

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

A31.341 REPAIR means:

- Carry out local remedial work to components, features and finishes as found in the existing building, re-secure or re-fix as necessary and leave in a sound and neat condition. It does not include:
- Replacement of components or parts of components.
- Redecoration.

A31.351 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.

It does not include:

- Replacement of components or parts of components.
- Redecoration. The meaning of the term shall not be limited by this definition where used in connection with the defects liability provisions of the Contract.

A31.361 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.

A31.371 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.

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

- A31.410 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.
- A31.430 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.
- A31.440 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.
- A31.460 THE SPECIFICATION: All sections of the specification must be read in conjunction with Main Contract Preliminaries/General conditions.

DOCUMENTS PROVIDED BY CONTRACTOR

- A31.711 TECHNICAL LITERATURE: The Contractor is required to keep copies of the following on site, readily accessible for reference by all supervisory personnel:
- Manufacturers' current technical literature relating to all products to be used in the Works.
 - Those parts of BS 8000 'Workmanship on Building Sites', which are invoked in the specification.
- A31.720 MAINTENANCE INSTRUCTIONS AND GUARANTEES:
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.
- A31.721 AS BUILT DRAWINGS
Provide 1 coloured set of 'As Built' drawings indicating all final completed external masonry repair/replacement and pointing works.
- A32 MANAGEMENT OF THE WORKS
- A32.120 INSURANCES: Before starting work on site submit documentary evidence and/or policies and receipts for the insurances required by the Conditions of Contract.
- A32.130 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.
- A32.150 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.

Any spare materials left on site at the end of the project caused by over-order allowance are to become the property of the Employer.

- A32.212 PROGRAMME:

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- As soon as possible and before starting work on site prepare in an approved form a programme for the Works, which must make allowance for all:
 - Planning and mobilisation by the Contractor
 - Subcontractor's work
 - Work resulting from instructions issued in regard to the expenditure of provisional sums
 - Submit two copies to the CA.
- A32.261 CA'S SITE MEETINGS:
- The CA will hold site meetings to review progress and other matters. Minuted meetings will normally be held monthly with shorter interim meetings weekly.
 - Ensure the availability of accommodation and attend all such meetings.
 - The CA will chair the meetings and take and distribute minutes.
- A32.290 NOTICE OF COMPLETION: Give CA at least two weeks' notice of the anticipated dates of Practical Completion of the whole or parts of the Works.
- A32.410 CASH FLOW FORECAST: Submit with the tender 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.
- A32.420 EXISTING WORK: The extent and location of renewal of existing work must be agreed, at least on a provisional basis, with the CA before the work is started. Remove existing work in ways, which will reasonably minimise the amount of removal and renewal.
- A32.430 ESTIMATED COST OF VARIATIONS: If the CA issues details of a proposed instruction with a request for an estimate of cost, submit such an estimate without delay and in any case within 7 days.
- A32.461 INTERIM VALUATIONS: At least 7 days before the established dates for interim valuations submit to the Architect details of amounts due under the Contract together with all necessary supporting information.
- A33 QUALITY STANDARDS/CONTROL
- MATERIALS AND WORK GENERALLY
- A33.110 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 relevant good building practice.
- A33.121 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.
 - Where a choice of manufacturer or source is allowed for any particular product, the whole quantity required must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested.
 - Ensure that the whole quantity of each product required is of consistent kind, size, quality and overall appearance.
 - Where consistency of appearance is desirable ensure consistency of supply from the same source. 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.

A33.131

PROPRIETARY PRODUCTS:

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

A33.141

CHECKING COMPLIANCE OF PRODUCTS: Check all documentation and the products themselves to ensure compliance with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:

- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- All accessories and fixings which should be supplied with the products have been supplied.
- Sizes are correct. Where tolerances are critical, measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The products are clean, undamaged and in good condition.
- Products which have a limited shelf life are not out of date.

A33.151

PROTECTION OF PRODUCTS

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

A33.161

SUITABILITY OF RELATED WORK AND CONDITIONS: Provide all trades with necessary details of related types of work. Before starting each type of work, ensure that:

- Previous work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.

- 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.

A33.171 GENERAL QUALITY OF WORKMANSHIP:

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

A33.181 BS 8000: BASIC WORKMANSHIP

- Where BS 8000 gives recommendations on working methods, compliance will be deemed to be a matter of industry good practice and not a requirement of the CA.
- If there is any conflict or discrepancy between the recommendations of BS 8000 on the one hand and the project documents on the other, the latter will prevail.

A33.191 WATER FOR THE WORKS: If other than mains supply is proposed provide evidence of suitability.

SAMPLES/APPROVALS

A33.211 SAMPLES: Where approval of a product is specified the requirement 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.

A33.230 APPROVALS: Where and to the extent that products or work are specified to be approved or the CA instructs or requires that they are to be approved, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics either:

- To the express approval of the CA or
- To match a sample expressly approved by the CA as a standard for the purpose.

ACCURACY/SETTING OUT GENERALLY

A33.321 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.

A33.322 SETTING OUT: Inform CA when overall setting out is complete and before commencing construction.

A33.341 APPEARANCE AND FIT:

- Arrange the setting out, erection, juxtaposition of components and application of finishes to ensure satisfactory fit at junctions, no practically or visually

unacceptable changes in plane, line or level and a true, regular finished appearance.

- 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.

SERVICES GENERALLY

A33.410 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.

A33.420 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.

A33.440 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

A33.550 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.

A33.560 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.

A33.570 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.

WORK AT OR AFTER COMPLETION

A33.611 GENERALLY:

- Make good all damage consequent upon the work.
- Remove all temporary markings and protective coverings.
- Clean the works thoroughly inside and out including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials.
- 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. Repaint badly marked areas back to suitable breaks or junctions.

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

A33.640 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.

A33.650 MAKING GOOD DEFECTS: Make arrangements with the Employer 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.

A34 SECURITY/SAFETY/PROTECTION

GENERALLY

A34.110 THE PRE-CONSTRUCTION CDM INFORMATION PACK prepared by the Planning Supervisor, is a separate document but forms part of the Tender and Contract documents.

A34.114 CONSTRUCTION HAZARDS particular to this contract are identified in the Pre-Tender Health & Safety Plan (Risk Assessment Sheets). Commonplace hazards, which should be controlled by good management and good site practices, as part of compliance with the Health & Safety at Work Act, are not listed.

A34.117 HEALTH HAZARDS arising from the specified construction materials are identified in the Pre-Tender Health & Safety Plan (Risk Assessments). Commonplace hazards which should be controlled by good management and good site practices as part of compliance with the Health & Safety at Work Act, are not listed.

A34.121 THE PRE-CONSTRUCTION CDM INFORMATION PACK. The Health & Safety Plan (Construction Stage) is to be developed from the Pre-tender Health and Safety Plan must be submitted to the Principle Designer not less than two weeks before the proposed date for start on site. Work must not commence until the Employer, as advised by the Principle Designer, has confirmed in writing that in his view the Health & Safety Plan (Construction Stage) satisfies the requirements of the Construction Design and Management Regulations 2015.

A34.125 HSE APPROVED CODES OF PRACTICE: Comply with the following:

- Management of health and safety at work.
- Managing construction for health and safety.

A34.130 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 and the Works.

A34.140 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.

A34.150A OCCUPIED PREMISES:
-The Guildhall, Public Toilets, Telephone box and surrounding business' will remain in use and open to visitors/owners for the entire period of the works.
Refurbishment works will be taking place to the Guildhall buildings during these works and means of escape/occasional access will be required to be maintained to

the ground floor doors of the building.

- Wherever possible restrict the movement of large items of plant, materials and components around the arrival of groups and services.

-Ensure public thoroughway is maintained along/adjacent to the site and all access doors.

-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 is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorised by the CA in advance.

- A34.170 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.

PROTECT AGAINST THE FOLLOWING:

- A34.219 BATS
- Bats are not thought to be present within the site
- A34.220 BIRDS
- Birds are not thought to be present within the site
- A34.221 NOISE:
- Comply generally with the recommendations of BS 5228: Part 1, clause 9.3 for minimising noise levels during the execution of the works.
- The contractor is to familiarise himself weekly with the Guildhall events.
- 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 during 9am to 5pm without consent of the CA.
- The use of radios or other audio equipment is not permitted.
- A34.231 POLLUTION: Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways.
- A34.235 USE OF PESTICIDES:
- Use only where specified or approved, and then only suitable products as listed in the UK Pesticide Guide.
- Where work is near water, drainage ditches or land drains, comply with the DEFRA guidelines for the use of herbicides on weeds in or near water courses and lakes.
- Observe all precautions recommended by the manufacturer and remove containers from site immediately they have been emptied or are no longer required.
- Operatives must hold a BASIS Certificate of Competence, or work under the supervision of a Certificate holder.
- A34.240 NUISANCE: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.
- A34.250 ASBESTOS BASED MATERIALS: Report immediately to the CA any suspected asbestos based materials discovered during demolition/refurbishment work. Avoid disturbing such materials. Agree with the CA methods for safe removal or encapsulation.

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- A34.260 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 and the Loss Prevention Council.
- A34.263 FIRE PREVENTION: Smoking will not be permitted on the site except in designated areas which must be carefully controlled equipped with fire fighting equipment and receptacles for the safe disposal of smoker's materials and inspected to guard against risk of fire.
- A34.265 BURNING ON SITE of materials arising from the work will not be permitted.
- A34.280 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.
- A34.285 INFECTED TIMBER: Where instructed to remove timber affected by fungal/insect attack from the building, do so in a way which will minimise the risk of infecting other parts of the building.
- A34.290 WASTE:
- 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.
 - All ground areas to be kept free of debris to prevent Health & Safety risks
 - 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.
- PROTECT THE FOLLOWING:
- A34.410 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.
- A34.421 EXISTING SERVICES:
- Notify all service authorities and adjacent owners of the proposed works not less than one week before commencing site operations.
 - Before starting work check positions of existing services.
 - Observe service authorities' recommendations for work adjacent to existing services. Do not interfere with their operation without consent of the service authorities or other owners.
 - If any damage to services results from the Works, notify CA and appropriate service authority without delay. Make arrangements for making good without delay to the satisfaction of the service authority or other owner as appropriate.
 - Replace marker tapes or protective covers disturbed by site operations to the service authority's recommendations.

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- A34.430 **ROADS AND FOOTPATHS:** Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage 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.
- A34.440 **RETAINED TREES/HEDGES/SHRUBS/GRASSED AREAS:**
- 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.
 - Mature trees and shrubs which, due to the Contractor's negligence, are uprooted, destroyed, or in the opinion of the CA, damaged beyond reasonable chance of survival in their original shape, must be replaced with those of a similar type and age at the Contractor's expense.
- A34.450 **EXISTING FEATURES:** Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features which are to remain in position during the execution of the Works.
- A34.461A **SPECIAL PROTECTION:**
- A34.465 **BUILDINGS:** Protect buildings exposed to the weather during the course of alteration work with temporary enclosures of sufficient size to permit execution of the work and which will remain weathertight in severe weather.
- A34.470 **EXISTING FURNITURE, FITTINGS AND EQUIPMENT:** Prevent damage to any furniture, fittings or equipment left in the site. Move as necessary to enable the Works to be executed, cover and protect as necessary and replace in original positions.
- A34.490 **EXISTING STRUCTURES:**
- Provide and maintain during the execution of the Works all incidental shoring, strutting, needling and other supports as may be necessary to preserve the stability of existing structures on the site or adjoining, which may be endangered or affected by the Works.
 - Support existing structure as necessary during cutting of new openings or replacement of structural parts.
 - Do not remove supports until new work is strong enough to support the existing structure. Prevent overstraining of completed work when removing supports.
- A35 **SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING**
- A35.140 **ACCESS TO THE SITE:** See section A12.
- A35.150 **USE OF THE SITE:** See section A12.
- A35.155 **SCAFFOLDING:** Ensure that any standing scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all subcontractors and others employed directly by the employer.
- A35.190 **WORKING HOURS:** 7.30am to 5.30pm Monday to Friday.
(Subject to Guildhall/Business events)
- A36 **FACILITIES/TEMPORARY WORK/SERVICES**
- A36.110 **LOCATIONS:** Inform CA of the intended siting of all spoil heaps, temporary works and services.
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- A36.120 MAINTAIN, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good.
- A36.270a ACCOMMODATION/LAND NOT INCLUDED IN THE SITE:
Use of the following areas for the duration of the Contract without change, may be assumed by the Contractor:
- Entire Guildhall car park area and 4 parking bays within Market Road
- Safe through access is maintained, and the surrounding public pavements/roads are kept clear at all times
 - The Public Toilets are maintained and remain open at all times. (except when work is required in front of Male/Female entrances which is to be agreed as a programme in advance with the Employer)
 - It is used solely for the purposes of carrying out the Works.
 - The use to which it is put must not involve undue risk of damage.
 - Any temporary adaptations must be approved by or on behalf of the Employer before being carried out.
 - It must be vacated on completion of the Works or determination of the Contract.
 - When vacated, its condition must be at least equivalent to its condition at the start of the Contract including making good of ground/floor surfaces.
- Available services:
- Services within the building are unknown although there is wiring and lighting in the Guildhall. The contractor is responsible for any negotiations for the provision of temporary electricity supplies including the provision of cabling etc
 - Water is available in the Guildhall.
 - Meter readings of water and electricity are to be taken at beginning of project and at the end with extra over use paid to the client by the contractor
- A36.281 EXISTING ACCOMMODATION: The site may not be used for sitting of any other temporary accommodation/plant not associated with the works.
- A36.330 Allow for the erection of site hoardings and Heras fencing to separate the working areas and contractor's access to scaffolding from public/private circulation areas.
- A36.340 TEMPORARY SCAFFOLDING: Ensure any site scaffolding is adequately protected to halt any unauthorised access by members of the public.
- A36.361 NAME BOARD: Obtain approval for and provide a suitable temporary name board fixed to the hoarding displayed in a prominent position:
- Title of project.
 - Name of Employer.
 - Name of sponsors: To be advised
 - Names of Consultants as follows:
 - Architect and Planning Supervisor.
 - If the Contractor wishes, names of Contractor and Sub-contractors.
- A36.410 LIGHTING: During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.
- A36.420 LIGHTING AND POWER: Electricity supply from the Employer's mains may be used for the Works from the existing installation within the Guildhall. It is the contractor's responsibility to establish the point of supply, anticipated capacity and supply voltage.
The Employer will not be held responsible for the effects of any failure or restriction in supply.
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- A36.431 WATER: Water supply from the Employer's mains may be used for the Works from the existing installation within the Guildhall.
- A36.442 TELEPHONES: Provide as soon as practicable after the Date of Possession a joint temporary on-site office telephone for use by the Contractor, Subcontractors and those acting on behalf of the Employer. Make arrangements (e.g. an external bell) 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.
- A36.445 TELEPHONES: Provide as soon as practicable a means of direct telephone communication with the Contractor's person-in-charge.
- A36.500 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.
- A36.511 THERMOMETER: Provide on-site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.