

Title of Report:	Property contracts and contractors in schools
Report to be considered by:	Resource Management Select Committee
Date of Meeting:	14 December 2010

Purpose of Report: To present for information the specification for the new Maintenance Term Contract

Recommended Action: For information

Other options considered: None.

The proposals will also help achieve the following Council Plan Theme(s):	
<input checked="" type="checkbox"/>	CPT13 - Value for Money
<input checked="" type="checkbox"/>	CPT14 - Effective People
<input type="checkbox"/>	CPT15 - Putting Customers First
<input type="checkbox"/>	CPT16 - Excellent Performance Management

Portfolio Member Details	
Name & Telephone No.:	Councillor Keith Chopping - (0118) 983 2057
E-mail Address:	kchopping@westberks.gov.uk
Date Portfolio Member agreed report:	28/10/10

Contact Officer Details	
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Implications

Policy: None.

Financial: None.
If there are any financial implications contained within this report this section **must** be signed off by a West Berkshire Group Accountant. Please note that the report cannot be accepted by Policy and Communication unless this action has been undertaken.

Personnel: None.

Legal/Procurement: The legal aspects of specification for the Maintenance Term Contract has been drafted by the Councils Legal Service, any omissions could present future contract difficulties presenting

potential claims

- Property:** Any omissions in the specification could render implementation of the contract difficult; under achieved objectives; potential contractual claims.
- Risk Management:** A risk register has been maintained as part of implementing a new Contract
- Equalities Impact Assessment:** Stage one undertaken – stage two not required
For advice please contact Principal Policy Officer (Equalities) on Ext. 2441.
- Corporate Board's Recommendation:** to be completed after the Corporate Board meeting

Executive Report

1. Introduction

1.1 The Resource Management Select Committee requested an update and/or further information on the following;

- (1) The specification for the new Maintenance Term Contract (MTC); the specification to include clear requirements regarding individual invoicing for school projects.

2. Maintenance Term Contract Update

2.1 The specification is sufficiently complete to enable the contract to be advertised under OJEU regulations and was accordingly published on 20th October 2010. Expressions of interest (Pre-Qualification Questionnaire's) from companies were returned on 19th November 2010.

2.2 In relation to the M&E package 21 companies expressed interest by returning their Pre-Qualification Questionnaires (PQQ's) Submissions. Of these, 7 failed to return a technical questionnaire and consequently, all of these companies were disqualified from the evaluation process. Following the evaluation process 13 companies will be invited to tender subject to final financial and legal checks.

2.3 In relation to the building fabric package 12 companies submitted their PQQ forms, 3 of these failed to respond to the technical questionnaire and consequently were disqualified from the evaluation process. Following the evaluation process 7 companies will be invited to tender subject to final financial and legal checks.

2.4 A copy of the specification is attached in Appendix A. The specification includes a requirement for individual invoicing of jobs undertaken. To a large extent this will be a matter of course as different contractors will be undertaking the jobs. This was of particular interest to the Committee.

3. Recommendation

3.1 That Members note the report.

Appendices

Appendix A - MTC contract specification

Appendix B – Programme timeline

Consultees

Local Stakeholders: Cllrs:

Keith Chopping, Portfolio Member for Property

Barbara Alexander, Portfolio Member for Education

Officers Consulted: Andy Green, Maintenance Manager, Property and Public Protection
Mark Lewis, Education Assets Manager, Children and Young People

Trade Union: n/a

DRAFT



***West Berkshire Council
Maintenance Term Contract – Building Fabric
Works***

HUB10WB009

***Preliminaries, General Conditions and Schedule of
Work***

For use with JCT Measured Term Contract 2006 revision 2 2009



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December 2010

Document Control

Document Name: West Berkshire Council Maintenance Term Contract – Building Fabric Works,
Preliminaries and General Conditions for JCT Measured Term Contract 2006
(revision 2 2009)

Date: 9th December 2010

Version: FINAL

Author: Peter Archbold [peter.archbold@hubps.co.uk]

Checked by:

Contractor's Name:

.....
.....

Signature

.....
.....

Date:

.....
.....

Project Summary

HUB10WB009

Project Title Maintenance Term Contract - Building Fabric Works

Description

Client West Berkshire Council

Reviews (including design reviews) carried out by author and line/project manager:

Discipline	Name and Qualification	Signed	Date
Commercial Operations Manager	Martin Fell		
Quantity Surveyor	Peter Archbold		

West Berkshire Council

Maintenance Term Contract – Building Fabric Works

Preliminaries, General Conditions and Schedule of Works

Multiple Locations Listed in Annex A

09/12/2010

The documents and services relating to this contract have been produced and checked in accordance with the requirements of our Quality Management System.

Signed:

Project Manager

Name:

Date:

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ANNEXES / APPENDICES / ENCLOSURES

Annexes

Annex A:	The Sites
Annex B:	Planned Maintenance – Schedule of Works
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Annex D:	Schedule of Hourly Charges
Annex E:	BMI Indices - Historical Data
Annex F:	Works Specification – Planned Maintenance Works
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PRELIMINARIES AND GENERAL CONDITIONS

A10	WORKS PARTICULARS	CONTRACT CLAUSE	DESCRIPTION
110	THE WORKS		Name: Maintenance Term Contract Nature: Building Fabric Works Location: Refer to Section D – The Sites Contract Duration: Three years
120	EMPLOYER		West Berkshire Council Market Street Newbury RG14 5LD
130	THE PRINCIPAL CONTRACTOR		The Contractor
140	CONTRACT ADMINISTRATOR (hereinafter referred to as 'CA')		West Berkshire Council Market Street Newbury RG14 5LD
150	CDM CO-ORDINATOR		As appointed by the Employer pursuant to regulation 14 (1) of those regulations.
160	QUANTITY SURVEYOR		West Berkshire Council Market Street Newbury RG14 5LD
191A	CONTRACTORS SAFETY OFFICER		The Contractor will be required to provide the name of a competent person as a Safety Officer for the works to whom all matters appertaining to Health and Safety may be addressed and who shall be available by telephone 24 hours per day.

A12	THE SITE / EXISTING BUILDING	CONTRACT CLAUSE	DESCRIPTION
110	THE SITE		Refer to Annex A – The Sites. The sites may be occupied and in use throughout the duration of the contract.
115	THE EXISTING BUILDING (S)		The sites vary in nature and are listed in Annex A. Many of the sites will be occupied and in use throughout the duration of the contract.
140	EXISTING MAINS / SERVICES		Drawings: None available
185	HEALTH AND SAFETY FILE		'Health and Safety Files' for the sites are available for inspection by appointment during normal office hours from the CDM Co-ordinator (see A10/150)
200	ACCESS TO SITE		To be arranged with the relevant Responsible Person for the particular site as listed in Annex A.

A12	THE SITE / EXISTING BUILDING	CONTRACT CLAUSE	DESCRIPTION
210	PARKING		Parking may be limited on the sites, and contractors will be expected to liaise with the relevant Responsible Person as listed in Annex A to avoid obstruction.
220	USE OF THE SITE		Do not use the site for any purpose other than carrying out the Works. Do not display or permit advertisements to be displayed on site without consent of the CA.
240	RISK TO HEALTH AND SAFETY		The nature and condition of the sites/buildings cannot be fully and certainly ascertained before they are opened up. Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.
A13	DESCRIPTION OF THE WORK	CONTRACT CLAUSE	DESCRIPTION
120	THE WORK		Building Fabric Works – Planned and Reactive Maintenance.

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
A20	THE CONTRACT		JCT Measured Term Contract The Contract: JCT Measured Term Contract 2006, Revision 2 2009 Requirement: Allow for the obligations, liabilities and services described therein against the headings following:
	THE RECITALS		First - THE CONTRACT AREA The sites listed in Annex A. Second, Third, Fourth, Fifth and Sixth Amendments: None

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
	THE ARTICLES		<p>1 and 2 - CONTRACTOR'S OBLIGATIONS / PAYMENT Amendments: None</p> <p>3 - CONTRACT ADMINISTRATOR Contract Administrator: See clause A10/140.</p> <p>4 and 5 - CDM COORDINATOR/ PRINCIPAL CONTRACTOR CDM Coordinator: See clause A10/150. Principal Contractor: See clause A10/130.</p> <p>6 and 7 – ADJUDICATION AND ARBITRATION LEGAL PROCEEDINGS Article 7 does not apply.</p> <p>8 - LEGAL PROCEEDINGS Delete the words “and (where it applies) to Article 7”.</p> <p>At the end of Article 8 add “and a court or judge thereof shall have jurisdiction to open up, review and revise any decision or opinion or certificate under the Contract. Any reference in the Contract to Arbitration or to an Arbitrator shall be deleted and substituted with a reference to the English courts or a judge thereof.”</p> <p>9 - The following new article should be inserted</p> <p>“9.1 The Contractor is deemed to have satisfied himself fully regarding all the conditions under which the Works are to be carried out.</p> <p>9.2 The Contractor is deemed to have satisfied himself to the extent and accuracy if any report provided by the Employer. The Contractor shall make any necessary allowances to execute the Works and no failure on the part of the Contractor to discover or foresee such circumstances, where the same ought to reasonably have been discovered or foreseen by a competent and careful Contractor, shall entitle the Contractor to any extension of time or loss and/or expense.</p> <p>9.3 The Employer makes no representation or warranty as to the accuracy or completeness of any such report and shall have no liability arising out of or in relation to any representation or statement, whether negligently or otherwise made, contained therein.”</p>
	CONTRACT PARTICULARS		<p>First Recital – PROPERTIES AND DESCRIPTION OF THE TYPES OF WORK</p> <p>1.1: As listed in Annex A</p> <p>1.2: Building Fabric Works. Reactive and Planned maintenance.</p>

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		2.6	<p>ORDERS – PRIORITY CODING</p> <p>A: Attended in 30 minutes B: Attended in 2 hours C: Attended in 4 hours D: Attended in 12 hours E: Attended in 24 hours F: Attended & completed in 24 hours G: Attended & completed in 48 hours H: Attended & completed in 72 hours I: Attended & completed in 5 days J: Attended & completed in 7 days K: Attended & completed in 28 days L: Attended & completed in 14 days M: Attended in 1 hour N: Attended & made safe in 4 hours O: Attended in 48 hours, over weekend (Thursday) P: Attended in 48 hours, over weekend (Friday)</p>
		4.2	<p>CONSTRUCTION INDUSTRY SCHEME (CIS)</p> <p>The Employer is not a ‘contractor’ for the purposes of the CIS.</p>
		4.3.1	<p>PROGRESS PAYMENTS</p> <p>Estimated value of an Order above which progress payments can be applied for £2,500.00.</p>
		5.2	<p>RESPONSIBILITY FOR MEASUREMENT AND VALUATION</p> <p>The Contractor shall measure and value all Orders.</p>
		5.3 & 5.6.2	<p>SCHEDULE OF RATES</p> <p>The Schedule of Rates for planned maintenance works is in Annex B.</p> <p>The Schedule of Rates for reactive maintenance works is the PSA Building Schedule of Rates 2009 subject to the adjustment percentages in Annex C.</p>

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION						
		5.6.1	<p>RATES – FLUCTUATIONS Clause 5.6.1 does not apply</p> <p>The basis and dates of revision is as follows:</p> <table border="1" data-bbox="655 461 1445 913"> <thead> <tr> <th data-bbox="655 461 1050 533">Date from which revision applies</th> <th data-bbox="1050 461 1445 533">Basis of revision</th> </tr> </thead> <tbody> <tr> <td data-bbox="655 533 1050 723">1st April 2012</td> <td data-bbox="1050 533 1445 723">The percentage change in the BMI (Building Maintenance Information) All-in Maintenance Services Cost Index between January 2011 and January 2012.</td> </tr> <tr> <td data-bbox="655 723 1050 913">1st April 2013</td> <td data-bbox="1050 723 1445 913">The percentage change in the BMI (Building Maintenance Information) All-in Maintenance Services Cost Index between January 2012 and January 2013.</td> </tr> </tbody> </table> <p><i>[The BMI All-in Maintenance Services Cost Index - is available from the BCIS (Building Cost Information Service). For information only, a copy of the annual percentage changes between January 2000 and January 2010 is attached in Annex E]</i></p>	Date from which revision applies	Basis of revision	1 st April 2012	The percentage change in the BMI (Building Maintenance Information) All-in Maintenance Services Cost Index between January 2011 and January 2012.	1 st April 2013	The percentage change in the BMI (Building Maintenance Information) All-in Maintenance Services Cost Index between January 2012 and January 2013.
Date from which revision applies	Basis of revision								
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1 st April 2013	The percentage change in the BMI (Building Maintenance Information) All-in Maintenance Services Cost Index between January 2012 and January 2013.								
		5.4 & 5.6.4	<p>DAYWORK – VALUATION – PERCENTAGE ADDITIONS</p> <p><u>To be inserted below by tenderer.</u></p> <p>Overheads and profit on Materials _____ per cent</p> <p>Overheads and profit on Plant, _____ per cent Services and Consumable Stores</p> <p>Overheads and profit on Subcontractors _____ per cent.</p>						
		5.6.3	<p>REVISION OF SCHEDULE OF HOURLY CHARGES Clause 5.6.3 does not apply.</p>						
		5.7	<p>OVERTIME WORK Clause 5.7 does not apply.</p>						

Preliminaries, General Conditions and Schedule of Work for JCT MTC 2006

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		6.4.1.2, 6.9 & 6.11	<p>INSURANCES</p> <p><u>To be inserted below by tenderer.</u></p> <p>Insurance cover for any one occurrence or series of occurrences rising out of one event.</p> <p>£ _____</p> <p>Percentage to cover professional fees _____ per cent</p> <p>Annual _____ renewal _____ date _____ of insurance _____</p>
		7.1	<p>BREAK PROVISIONS – EMPLOYER OR CONTRACTOR</p> <p>Amendments: None</p>
		9.2, 9.3 and 9.4.1	<p>SETTLEMENT OF DISPUTES</p> <p>The Adjudicator is The Royal Institution of Chartered Surveyors.</p>
	EXECUTION		THE CONTRACT: Will be executed as a deed.
	SCHEDULE		
	AMENDMENTS TO CONDITIONS		
		1.1	<p>Delete the word and definition of “Arbitrator”</p> <p>In the definition of “Conditions” insert at the end of the definition: “, as amended by the Schedule of Amendments, which Schedule of Amendments shall take precedence over the printed standard form.”</p> <p>In the definition of Employer after “as Employer” add “or its successors, transferees and assigns”</p> <p>Insert in clause 1.1 new definitions in alphabetical order as follows:</p>

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
			<p>“Confidential Information information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include commercially sensitive information, trade secrets, intellectual property rights, know-how of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1988; and</p> <p>the plans, drawings, designs, specifications and any other documentation whether paper based or in computer readable form relating to the Works such as plans, drawings, specifications and any other documentation contained in the Works Information and any variations thereto;”</p> <p>“Contractor’s Programme the Contractor’s written programme for the execution and completion of the Works showing the manner in which the sequence and the stages by which he will carry out and complete the Works as a whole and each section thereof, by the Order Completion Date, as approved by or on behalf of the Employer.”</p> <p>“DPA the Data Protection Act 1998”</p> <p>“Environmental Regulations the Environmental Regulations 2004”</p> <p>“FOIA the Freedom of Information Act 2000”</p> <p>“Information has the meaning given under section 84 of the Freedom of Information Act 2000.”</p> <p>“Parent Company Guarantee means a guarantee deed to be provided by the ultimate holding company of the Contractor (if it is a subsidiary company) to be executed by the Contractor and its ultimate holding company.”</p> <p>“Personal Data means personal data as defined in the DPA which is supplied by one party to the other pursuant to their Contract.”</p> <p>“Request for Information shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply.”</p>

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
			"Schedule of Amendments means this schedule of amendments annexed to the Contract."
	CARRYING OUT THE WORKS	2.2.3	Add the following new clause 2.2.3 "Materials not to be used The Contractor undertakes, represents and warrants to the Employer that exercising all the reasonable skill, care and diligence of a competent and experienced contractor, that to the extent that it is obliged to select or approve substances or materials for use in the Works that no substances or materials generally known to be deleterious at the time of use and no other materials which are prohibited by the Employer (as previously notified by the Employer from time to time) or which do not comply with any applicable British Standard or European Standard or any applicable Code of Practice, shall be used by or on behalf of it (unless specifically instructed in writing to the contrary by the Employer)."
		2.13.1	The following new clause should be inserted "All copyright in all technical information drawings documents specifications work schedules details plans calculations or other materials of a like nature provided or to be provided by the Contractor in respect of the Works and all amendments and additions thereto (whether in existence or yet to be made) ("the Documents") shall remain vested in the Contractor and the Contractor hereby grants the Employer (insofar as the Contractor is legally able to do so) an irrevocable non-exclusive and royalty-free licence to use and reproduce and modify the Documents for the Works including (without limitation) the construction completion reconstruction modification alteration maintenance reinstatement repair use letting sale promotion and advertisement thereof provided that the Contractor shall have no liability in respect of any use of the Documents for purposes other than those for which the Documents were prepared."
		2.13.2	The following new clause should be inserted "The Contractor shall upon the written request of the Employer (but subject to reimbursement of the Contractor's reasonable photocopying charges) provide the Employer copies of the Documents and such other information in relation to the Works as the Contractor can reasonably supply."
		2.7	Add the following new clause 2.7 "The Contractor shall without charge provide the Employer with the Contractor's Programme, and within 14 days of any Variation under Section 5, provide the Employer with copies of any amendments and revisions to the Contractor's Programme to take into account any such Variations or decisions."
	CONTROL OF THE WORKS	3.2	At the end of clause 3.2 insert the following "The Contractor shall be responsible for the materials and workmanship of any portion of the Works sub-let, and shall indemnify the Employer against all claims, proceedings, costs and expenses arising from negligence on the part of the sub-contractors."
	PAYMENT	4.6.1	Delete "14" and substitute "30".

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		4.6.2	At the end of clause 4.6.2, insert the following “If the amount proposed to be paid by the Employer is the same as the balance stated due to the Contractor in the relevant certificate copy certificate given by the Contract Administrator to the Contractor shall be deemed to be written notice given by the Employer for the purposes of this clause 4.6.2.”
		4.6.6	The following new clause should be inserted “ The Contractor shall, not later than 10 days before the final date for payment, deliver to the Employer separate VAT invoices relating to each individual Work Order for the amounts set out in the notice referred to in clause 4.6.2. Bulk invoices will not be accepted. The Employer shall be entitled to withhold any payment in accordance with clause 4.6.3 if no VAT invoice has been issued.”
		4.6.7	The following new clause should be inserted “Prior to payment of any certificates, the Contractor shall, if requested by the Contract Administrator, satisfy him that any amount due to a subcontractor or a supplier of materials or goods for incorporation in the Works which is included in a previous progress payment or certificate has been paid.”
	TERMINATION	8.4.1.3	The following new sub clause should be inserted “either refuses or neglects to comply with a written notice by the Contract Administrator requiring him to remove defective work or improper materials or is in breach of any material term of the Contract.”
	SETTLEMENT OF DISPUTES	9.3	Delete and substitute “Any dispute shall be determined by legal proceedings pursuant to Article 8.”
		9.4	Delete
		9.5	Delete
		9.6	Delete
		9.7	Delete
		9.8	Delete
	ADDITIONAL CONDITIONS		
		A1	DISCRIMINATION
		A1.1	The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Human Rights Act 1998 or other relevant legislation, or any statutory modification or re-enactment thereof.
		A1.2	The Contractor shall take all reasonable steps to secure the observance of clause A1.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		A2	DATA PROTECTION ACT
		A2.1	The Contractor shall (and shall procure that any of its Staff involved in the provision of the Contract) comply with any notification requirements under the Data Protection Act 1998 (“DPA”) and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.
		A2.2	Notwithstanding the general obligation in clause A2.1 where the Contractor is processing personal data (as defined by the DPA) the Contractor shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
		A2.2.1	provide the Employer with such information as the Employer may reasonably require to satisfy itself that the Contractor is complying with its obligations under the DPA.;
		A2.2.2	promptly notify the Employer of any breach of the security measures required to be put in place pursuant to clause A2.2; and
		A2.2.3	ensure it does not knowingly or negligently do or omit to do anything which places the Employer in breach of the Employer’s obligations under the DPA.
		A2.3	The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.
		A3	PUBLICITY AND MEDIA
		A3.1	Without prejudice to the Employer’s obligations under the FOIA, neither Party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the other Party (such consent not to be unreasonably withheld or delayed).
		A3.2	Both Parties shall take all reasonable steps to ensure the observance of the provisions of clause A3.1 by all their servants, employees, agents, professional advisors and consultants. The Contractor shall take all reasonable steps to ensure the observance of the provisions of clause A3.1 by its sub-contractors.
		A4	CONFIDENTIALITY
		A4.1	Each Party:-
		A4.1.1	shall treat all Confidential Information belonging to the other party as confidential and safeguard it accordingly: and

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		A4.1.2	shall not disclose any Confidential Information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract or except where formal disclosure is required for the purposes of business affairs including disclosure for audit, insurances and legal disclosure.
		A4.2	The Contractor shall, other than for any other formal disclosure required for the purposes of business affairs including disclosure for audit, insurances and legal disclosure, take all necessary precautions to ensure that all Confidential Information obtained from the Employer under or in connection with the Contract:
		A4.2.1	is given only to such of the staff and professional advisors or consultants or sub-contractors engaged to advise it in connection with the Contract as is strictly necessary for the performance of the contract and only to the extent necessary for the performance of the Contract;
		A4.2.2	is treated as confidential and not disclosed (without prior approval) or used by any staff or such professional advisors or consultants otherwise than for the purposes of the Contract.
		A4.3	The Contractor shall ensure that staff or its professional advisors or consultants or sub-contractors are aware of the Contractor's confidentiality obligations under the Contract.
		A4.4	The Contractor shall not use any Confidential Information it receives from the Employer other than for the purposes of the Contract except where formal disclosure is required for the purposes of business affairs including disclosure for audit, insurances and legal disclosure.
		A4.5	The provisions of clauses A4.1 to A4.4 shall not apply to any Confidential Information received by one Party from the other:
		A4.5.1	which is or becomes public knowledge (otherwise than by breach of this clause);
		A4.5.2	which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
		A4.5.3	which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
		A4.5.4	is independently developed without access to the Confidential Information; or
		A4.5.5	which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause A5.
		A4.6	Nothing in this clause shall prevent the Employer:
		A4.6.1	Disclosing any Confidential Information for the purpose of:
			.1 the examination and certification of the Employer's accounts; or .2 any examination pursuant to Sections 44 and 46 of the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Employer has used its resources; or

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		A4.6.2	<p>disclosing any Confidential Information obtained from the Contractor:</p> <p>.1 to any government department. All government departments or contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other contracting authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any contracting authority; or</p> <p>.2 to any person engaged in providing any services to the Employer for any purpose relating to or ancillary to the Contract;</p> <p>provided that in disclosing information under sub-clause A.4.6.2 the Employer discloses only the information which is necessary for the purpose concerned and requires that the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.</p>
		A4.7	<p>Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of intellectual property rights.</p>
		A4.8	<p>In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Contract, the Contractor undertakes to maintain security systems approved by the Employer.</p>
		A4.9	<p>The Contractor will immediately notify the Employer of any breach of security in relation to Confidential Information and all data obtained in the performance of the Contract and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Contractor will co-operate with the Employer in any investigation that the Employer considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.</p>
		A5	<p>FREEDOM OF INFORMATION</p>
		A5.1	<p>The Contractor acknowledges that the Employer is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Freedom of Information Regulations 2004 and shall assist and cooperate with the Employer (at the Contractor's expense) to enable the Employer to comply with these disclosure requirements.</p>
		A5.2	<p>The Contractor shall and procure that its sub-contractors shall:</p>
		A5.2.1	<p>transfer the Request for Information to the Employer as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;</p>
		A5.2.2	<p>provide the Employer with a copy of all information within its possession or power in the form that the Employer requires within five working days (or such other period as the Employer may specify) of the Employer requesting that Information; and</p>

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		A5.2.3	provide all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
		A5.3	The Employer shall be responsible for determining at its absolute discretion whether Information:
		A5.3.1	is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
		A5.3.2	is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Employer.
		A5.4	The Contractor acknowledges that the Employer may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:
		A5.4.1	without consulting with the Contractor, or
		A5.4.2	Following consultation with the Contractor and having taken its views into account.
		A5.5	The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Employer to inspect such records as requested from time to time.
		A6	RECOVERY OF MONIES
		A6.1	Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor such sum may be deducted from any sums then due or which any time thereafter may become due to the Contractor under the Contract or any other Contract with the Employer.
		A7	SITE CONDITIONS
		A7.1	The Employer gives no warranty or representation as to the condition of the site or any adjoining property or any services in or under the site and has not provided the Contractor with any information with respect to any soils or survey data or any other data contained in any other document and the Contractor has relied solely on data and surveys carried out by the Contractor.
		A7.2	The Contractor shall be deemed to have inspected, tested, investigated and ascertained fully, and shall accept full unconditional responsibility for, the ascertainment of the physical and other conditions of the site including without limitation the existing structures on site. The Contractor acknowledges that it has not been supplied with any surveys, reports or other documents on behalf of the Employer regarding the physical conditions. The Contractor shall not be entitled to any additional monies or to any extension of time for completion of the Works as a result of any such physical or other conditions.
		A8	APPROVALS

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		A8.1	No inspection, testing, approval or review nor any omission to inspect, test, approve or review on the part of the Employer shall diminish any duty or liability hereunder of the Contractor,

A30	TENDERING / SUB-LETTING / SUPPLY	CONTRACT CLAUSE	DESCRIPTION
	MAIN CONTRACT TENDERING		
110	SCOPE		These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.
145A	TENDERING PROCEDURE		General: Comply with the provisions of JCT Practice Note 6 (Series 2) 'Main Contract Tendering'. Errors: Alternative 2 is to apply.
160A	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.
170	ACCEPTANCE OF TENDER		The Employer and his representatives: <ul style="list-style-type: none"> • 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.
190A	PERIOD OF VALIDITY		Tenders must remain open for acceptance (unless previously withdrawn) for not less than 12 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		
210	PRELIMINARIES IN THE SPECIFICATION		The Preliminaries/General conditions sections (A10-A55 inclusive) have been prepared in accordance with SMM7.
250	THE PRICED DOCUMENTS		Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected. Submit: With tender.
310	TENDER		General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.
515A	ALTERNATIVE TIME TENDERS		The Tender must be based upon the date or period specified in section A20. Alternative Tenders based upon different dates for completion, or different periods, will NOT be considered.

A30	TENDERING / SUB-LETTING / SUPPLY	CONTRACT CLAUSE	DESCRIPTION
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.
551A	HEALTH AND SAFETY INFORMATION		<p>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 sub-contractors and of any person who may be affected by the Works, including:</p> <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.

A32	MANAGEMENT OF THE WORKS	CONTRACT CLAUSE	DESCRIPTION
	GENERALLY		
110A	SUPERVISION		Accept responsibility for co-ordination, supervision and administration of the Works, including Health and Safety matters and all Sub-Contracts. Arrange and monitor a programme with each Sub-Contractor, Supplier, local authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the works.
116A	INSTRUCTIONS		The Contractor must not accept Instructions from any persons in respect of the Works unless these instructions are given by, or are confirmed by 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.
140	CLIMATIC CONDITIONS		<p>Keep an accurate record of:</p> <ul style="list-style-type: none"> • 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.

A32	MANAGEMENT OF THE WORKS	CONTRACT CLAUSE	DESCRIPTION
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
	PROGRAMME / PROGRESS		
210	PROGRAMME		Master programme: Immediately when requested submit in an approved form a master programme for the Works: Submit two copies to the CA
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.
260	SITE MEETINGS		The CA will hold regular meetings to review progress and other matters arising from the administration of the Contract with Health and Safety matters as a standing agenda item. Meetings will be held as and when required. Attend all meetings with the Contractor's Safety Officer and inform Sub-Contractors and Suppliers when their presence is required. The CA will chair the meetings and take and distribute minutes.
310	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 Contract, written notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the CA: <ul style="list-style-type: none"> • Relevant particulars of the expected effects, if appropriate related to the concurrent causes. • An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion.
	CONTROL OF COSTS		
432	PROPOSED INSTRUCTIONS		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. The estimate must include: <ul style="list-style-type: none"> • A detailed breakdown of the cost including any allowance for direct loss and expense. • Details of any additional resources which may be required. • Details of any adjustments which may have to be made to the programme for the Works. • Any other information as is reasonably necessary for the CA to fully assess the implications of issuing such an instruction. Inform the CA immediately if it is not possible to comply with any of the above requirements.

A32	MANAGEMENT OF THE WORKS	CONTRACT CLAUSE	DESCRIPTION
440	MEASUREMENTS		Give reasonable notice to the Quantity Surveyor before covering up work which the Quantity Surveyor requires to be measured.
450	DAYWORK VOUCHERS		<p>Give reasonable notice to the CA of the commencement of any work for which daywork vouchers are to be submitted and deliver the vouchers for verification not later than the end of the week following that in which the work has been executed. Before being delivered to the CA, each voucher must be:</p> <ul style="list-style-type: none"> • referenced to the instruction under which the work is authorised, and • signed by the Contractor's person in charge as evidence that the workmens' names, the time spent by each, the plant and materials shown are reasonable.
460	INTERIM VALUATIONS		At least 7 days before the end of each established period for interim valuations submit to the Contract Administrator details of amounts due under the Contract together with all necessary supporting information.
	KEY PERFORMANCE INDICATORS		
510	REPORTS		<p>Issue monthly reports providing data on the following key performance indicators:</p> <ul style="list-style-type: none"> • Total numbers of reactive work Orders per priority coding • Breakdown of reactive work Orders per priority coding showing total numbers of Orders achieved and total numbers failed. • Results from customer satisfaction forms with copies of responses appended.
520	CUSTOMER SATISFACTION FORMS		Issue customer satisfaction forms on completion of each Order.
			<p>The customer satisfaction forms are to contain the following information:</p> <ul style="list-style-type: none"> • The work location • A short description of the work • Job number • Space for comments

A32	MANAGEMENT OF THE WORKS	CONTRACT CLAUSE	DESCRIPTION
			<p>The forms are to include the following questions:</p> <ul style="list-style-type: none"> • Was your call to the helpdesk handled in a polite and professional manner? • Was the work completed within the specified timescale? • Was the engineer polite and helpful? • Did the engineer display an ID card? • Did the engineer tidy up on completion of the works? • On a scale of 1 to 5, how happy were you with the overall experience?

A33	QUALITY STANDARDS/ CONTROL	CONTRACT CLAUSE	DESCRIPTION
	STANDARD OF PRODUCTS AND EXECUTIONS		
110	INCOMPLETE DOCUMENTATION		<p>General: Where and to the extent that products or work are not fully documented, they are to be:</p> <ul style="list-style-type: none"> • Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used. • Suitable for the purposes stated or reasonably to be inferred from the project documents. <p>Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.</p>
120	WORKMANSHIP SKILLS		<p>Operatives: Appropriately skilled and experienced for the type and quality of work.</p> <p>Registration: With Construction Skills Certification Scheme.</p> <p>Evidence: Operatives must produce evidence of skills/ qualifications when requested.</p>
130	QUALITY OF PRODUCTS		<p>Generally: New. (Proposals for recycled products may be considered).</p> <p>Supply of each product: From the same source or manufacturer.</p> <p>Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.</p> <p>Tolerances: Where critical, measure a sufficient quantity to determine compliance.</p> <p>Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.</p>

A33	QUALITY STANDARDS/ CONTROL	CONTRACT CLAUSE	DESCRIPTION
135	QUALITY OF EXECUTION		<p>Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.</p> <p>Colour batching: Do not use different colour batches where they can be seen together.</p> <p>Dimensions: Check on-site dimensions.</p> <p>Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.</p> <p>Location and fixing of products: Adjust joints open to view so they are even and regular.</p>
140	COMPLIANCE		<p>Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.</p> <p>Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:</p> <ul style="list-style-type: none"> • Properties tested. • Pass/ fail criteria. • Test methods and procedures. • Test results. • Identity of testing agency. • Test dates and times. • Identities of witnesses. • Analysis of results.
150	INSPECTIONS		<p>Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:</p> <ul style="list-style-type: none"> • Date of inspection. • Part of the work inspected. • Respects or characteristics which are approved. • Extent and purpose of the approval. • Any associated conditions.
160	RELATED WORK		<p>Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:</p> <ul style="list-style-type: none"> • Appropriately complete. • In accordance with the project documents. • To a suitable standard. • In a suitable condition to receive the new work. <p>Preparatory work: Ensure all necessary preparatory work has been carried out.</p>
170	MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS		<p>General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.</p> <p>Changes to recommendations or instructions: Submit details.</p> <p>Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.</p> <p>Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.</p>

A33	QUALITY STANDARDS/ CONTROL	CONTRACT CLAUSE	DESCRIPTION
180	WATER FOR THE WORKS		<p>Mains supply: Clean and uncontaminated.</p> <p>Other: Do not use until:</p> <ul style="list-style-type: none"> Evidence of suitability is provided. <p>Tested to BS EN 1008 if instructed.</p>
210	SAMPLES		<p>Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:</p> <ul style="list-style-type: none"> To an express approval. <p>To match a sample expressly approved as a standard for the purpose.</p>
220	APPROVAL OF PRODUCTS		<p>Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.</p> <p>Approval: Relates to a sample of the product and not to the product as used in the Works.</p> <p>Do not confirm orders or use the product until approval of the sample has been obtained.</p> <p>Complying sample: Retain in good, clean condition on site. Remove when no longer required.</p>
230	APPROVAL OF EXECUTION		<p>Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.</p> <p>Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.</p> <p>Complying sample: Retain in good, clean condition on site. Remove when no longer required.</p>
	ACCURACY/ SETTING OUT GENERALLY		
320	SETTING OUT		<p>General: Submit details of methods and equipment to be used in setting out the Works.</p> <p>Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.</p> <p>Inform: When complete and before commencing construction.</p>
330	APPEARANCE AND FIT		<p>Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:</p> <ul style="list-style-type: none"> Submit proposals; or Arrange for inspection of appearance of relevant aspects of partially finished work. <p>General tolerances (maximum): To BS 5606, tables 1 and 2.</p>
360	RECORD DRAWINGS		<p>Site setting out drawing: Record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the contract and hand over on completion.</p>
	SERVICES GENERALLY		
410	SERVICES REGULATIONS		<p>New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.</p>

A33	QUALITY STANDARDS/ CONTROL	CONTRACT CLAUSE	DESCRIPTION
420	WATER REGULATIONS/ BYELAWS NOTIFICATION		<p>Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.</p> <p>Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions</p>
430	WATER REGULATIONS/ BYELAWS CONTRACTOR'S CERTIFICATE		<p>On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:</p> <ul style="list-style-type: none"> • The address of the premises. • A brief description of the new installation and/ or work carried out to an existing installation. • The Contractor's name and address. • A statement that the installation complies with the relevant Water Regulations or Byelaws. • The name and signature of the individual responsible for checking compliance. • The date on which the installation was checked.
445	SERVICE RUNS		<p>General: Provide adequate space and support for services, including unobstructed routes and fixings.</p> <p>Ducts, chases and holes: Form during construction rather than cut.</p> <p>Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.</p>
450	MECHANICAL AND ELECTRICAL SERVICES		<p>Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.</p> <p>Building Regulations notice: Copy to be lodged in Building Manual.</p>
	SUPERVISION/ INSPECTION/ DEFECTIVE WORK		
525	ACCESS		<p>Extent: 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.</p> <p>Designate: CA.</p>
530	OVERTIME WORKING		<p>Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done. Minimum period of notice: Two days.</p> <p>Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense</p>

A33	QUALITY STANDARDS/ CONTROL	CONTRACT CLAUSE	DESCRIPTION
540	DEFECTS IN EXISTING WORK		<p>Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.</p> <p>Documented remedial work: Do not execute work which may:</p> <ul style="list-style-type: none"> • Hinder access to defective products or work; or • Be rendered abortive by remedial work.
560	TESTS AND INSPECTIONS		<p>Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.</p> <p>Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.</p> <p>Records: Submit a copy of test certificates and retain copies on site.</p>
	WORK AT OR AFTER COMPLETION		
710	WORK BEFORE COMPLETION		<p>General: Make good all damage consequent upon the Works.</p> <p>Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.</p> <p>Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish, and surplus materials.</p> <p>Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.</p> <p>COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.</p> <p>Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.</p> <p>Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.</p>
720	SECURITY AT COMPLETION		<p>General: Leave the Works secure with, where appropriate, all accesses closed and locked.</p> <p>Keys: Account for and adequately label all keys and hand over to Employer with itemised</p>
730	MAKING GOOD DEFECTS		<p>Remedial work: Arrange access with CA.</p> <p>Rectification: Give reasonable notice for access to the various parts of the Works.</p> <p>Completion: Notify when remedial works have been completed.</p>

A34	SECURITY / SAFETY / PROTECTION / RESTRICTIONS	CONTRACT CLAUSE	DESCRIPTION
	SECURITY, HEALTH AND SAFETY		
150	SECURITY		<p>Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.</p> <p>Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.</p> <p>Special requirements: To be confirmed.</p>
160	STABILITY		<p>Responsibility: Maintain the stability and structural integrity of the Works during the Contract.</p> <p>Design loads: Obtain details, support as necessary and prevent overloading.</p>
170	OCCUPIED PREMISES		<p>Extent: Existing buildings will be occupied and/or used during the Contract</p> <p>Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.</p> <p>Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorised in advance.</p>
190	OCCUPIER'S RULES AND REGULATIONS		<p>Compliance: Conform to the occupier's rules and regulations affecting the site.</p> <p>Copies: Building Front Reception</p> <ul style="list-style-type: none"> • Arrangements for inspection: On request
200	MOBILE TELEPHONES		<p>Use: Not permitted in the following areas:</p> <p>To be advised by CA Prior to the commencement of works.</p>
210	EMPLOYER'S REPRESENTATIVE'S SITE VISITS		<p>Safety: Submit details in advance, of safety provisions and procedures (including those relating to materials which may be deleterious), which will require their compliance when visiting the site.</p> <p>Protective clothing and/or equipment: Provide on site for the Employer, the Employer's representatives and other visitors to the site.</p>
	PROTECT AGAINST THE FOLLOWING		

A34	SECURITY / SAFETY / PROTECTION / RESTRICTIONS	CONTRACT CLAUSE	DESCRIPTION
330A	NOISE CONTROL		<p>Standard: Comply generally with the recommendations of BS 5228-1, clause 9.3 to minimise noise levels during the execution of the Works.</p> <p>Noise levels from the Works: Maximum level 80 dB(A) when measured from 5 metres</p> <p>Equipments: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles. Where possible electrically powered equipment shall be used instead of that driven by internal combustion engines.</p> <p>Restrictions: Do not use:</p> <ul style="list-style-type: none"> • Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.
340	POLLUTION		<p>Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.</p> <p>Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.</p>
350	PESTICIDES		Use: Not permitted.
360	NUISANCE		<p>Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.</p> <p>Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads</p>
370	ASBESTOS BASED MATERIALS		<p>Duty: Report immediately any suspected asbestos based materials discovered during execution of the works.</p> <ul style="list-style-type: none"> • Do not disturb. • Agree methods for safe removal or encapsulation.
380	FIRE PREVENTION		<p>Duty: Prevent personal injury, death, and damage to the Works or other property from fire.</p> <p>Standard: Comply with the Joint Code of Practice "Fire Prevention on Construction Sites" published by the Construction Confederation and the Fire Protection Association (The 'Joint Fire Code') and the Hot Work Away Condition attached at Appendix B.</p>
390	SMOKING ON SITE		Smoking on site: Not permitted.
400	BURNING ON SITE		Burning on site: Not permitted.

A34	SECURITY / SAFETY / PROTECTION / RESTRICTIONS	CONTRACT CLAUSE	DESCRIPTION
406A	FIRE PREVENTION: CONTRACTS FOR MAINTENANCE, ADAPTATION OR EXTENSION TO EXISTING BUILDINGS		Before any works of maintenance, adaptation or extension to existing buildings are carried out, the Contractor is to discuss his proposals with the CA and/or the senior officer responsible for fire precautions to ensure that the extent of any fire hazards in the work are known fully to both the Contractor and the Senior Officer. The Contractor is to draw to the attention and fully impress upon all his workmen the dangers involved in the careless disposal of matches, cigarettes and tobacco ash. Fire escape routes are to be kept unobstructed and, if necessary, illuminated at all times. When work necessitates the use of naked flames in roof spaces, service voids and other similar locations having a high probability of fire, a portable fire extinguisher is to be readily available, with a fire watcher.
408A	EMERGENCY EVACUATIONS		The Contractor will be responsible for providing adequate sign and familiarisation training with regard to Primary and Secondary means of escape from the works in the event of an emergency including fire or Chemical Alerts and Bomb Scare.
409A	WATER		Prevent damage from storm and surface water (items for keeping the site and excavations free of water are given elsewhere).
410	MOISTURE		Wetness or dampness: Prevent where this may cause damage to the Works. Drying out: Control humidity and the application of heat to prevent: <ul style="list-style-type: none"> • Blistering and failure of adhesion. • Damage due to trapped moisture. • Excessive movement.
430			Includes: Rubbish, debris, spoil, containers and surplus material. Minimise: Keep the site and Works clean and tidy. Remove: Frequently and dispose off site in a safe and competent manner: <ul style="list-style-type: none"> • Non-hazardous material: In a manner approved by the Waste Regulation Authority and in accordance with relevant regulations. • Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations. • Documentation: Retain on site. Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
	PROTECT THE FOLLOWING		
505A	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.
510	EXISTING SERVICES		Notice: Notify all service authorities, statutory undertakers and/or adjacent owners of proposed works not less than one week before commencing site operations.

A34	SECURITY / SAFETY / PROTECTION / RESTRICTIONS	CONTRACT CLAUSE	DESCRIPTION
			<p>Before starting work: Check and mark positions of mains/services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.</p> <p>Work adjacent to services:</p> <ul style="list-style-type: none"> • Comply with service authorities'/statutory undertakers' recommendations. • Adequately protect and prevent damage to services: do not interfere with their operation without consent of service authorities/statutory undertakers or other owners. <p>Identifying services:</p> <ul style="list-style-type: none"> • Below ground use signboards giving type and depth; overhead use headroom markers. • If disturbed during site operations replace marker tapes or protective covers to the service authority's/statutory undertaker's recommendations. <p>Damage to services: If any results from execution of the Works:</p> <ul style="list-style-type: none"> • Immediately give notice and notify appropriate service authority/statutory undertaker. • Make arrangements for works to be made good without delay to the satisfaction of the service authority/statutory undertaker or other owner as appropriate. • Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
520	ROADS AND FOOTPATHS		<p>Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.</p> <p>Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer.</p>
560	EXISTING FEATURES		<p>Protection: 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.</p>
570	EXISTING WORK		<p>Protection: Prevent damage to existing property undergoing alteration or extension.</p> <p>Removal: Minimum amount necessary.</p> <p>Replacement work: To match existing.</p>
575A	FINISHED ROOMS		<p>No rooms which are floored or finished shall be used as workshops, messrooms, and storage places or for any other purpose unless written permission is given by the CA.</p>

A34	SECURITY / SAFETY / PROTECTION / RESTRICTIONS	CONTRACT CLAUSE	DESCRIPTION
580	BUILDING INTERIORS		Protection: Prevent exposure to weather during the course of alteration work permitting execution to proceed.
600	EXISTING FURNITURE, FITTINGS AND EQUIPMENT		Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinststate in original positions.
621	ADJOINING PROPERTY		<p>Precautions: Prevent trespass of Workpeople and damage to adjoining property.</p> <p>Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property:</p> <ul style="list-style-type: none"> • Pay all charges. • Remove and make good on completion or when directed. <p>Damage: Bear cost of repairing damage arising from execution of the Works.</p>
630	EXISTING STRUCTURES		<p>Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.</p> <p>Supports: During execution of the Works:</p> <ul style="list-style-type: none"> • Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works. • Do not remove until new work is strong enough to support existing structure. • Prevent overstressing of completed work when removing supports. <p>Adjacent structures: Monitor and immediately report excessive movement.</p> <p>Standard: Comply with BS 5975</p>

A35	SPECIFIC LIMITATIONS ON METHODS / SEQUENCE / TIMING	CONTRACT CLAUSE	DESCRIPTION
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.
140	ACCESS TO SITE		See section A12
150	USE OF THE SITE		See section A12

A35	SPECIFIC LIMITATIONS ON METHODS / SEQUENCE / TIMING	CONTRACT CLAUSE	DESCRIPTION
155	SCAFFOLDING		Ensure that standing scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all sub-contractors.
160A	WORKING AREA		Working area for the Contractor: will be confined to The Contractor will have access to all areas of the building in order to carry out the Works; however the Contractor will be confined to designated areas for set periods of the Works and a programme of the Works will be agreed with the CA before commencing on Site.
190	WORKING HOURS		08:00-17:00 hrs daily

A36	FACILITIES / TEMPORARY WORK / SERVICES	CONTRACT CLAUSE	DESCRIPTION
	GENERALLY		
110	LOCATIONS		Inform CA of the intended siting of all spoil heaps, temporary works and services.
140A	SAFETY STANDARDS		To safeguard against fire, the Contractor and Sub-Contractors must comply with all Statutory Requirements, Regulations and Codes of Practice.
	SITE ACCOMMODATION		
230	TEMPORARY ACCOMMODATION		Where accommodation is made available by the Employer it may be used without charge provided that: <ul style="list-style-type: none"> • It is used solely for the purposes of carrying out the Works. • The use to which it is put does not involve undue risk of damage. • Any temporary adaptations are approved by or on behalf of the Employer before being carried out. • It is vacated on completion of the Works or determination of the Contract • When vacated, its condition is at least equivalent to its condition at the start of the Contract. The accommodation/ land: To be confirmed Available services: Mains electricity and water
261	SANITARY ACCOMMODATION		Availability of sanitary accommodation will differ from site to site Liaise with relevant responsible person as listed in Annex A.
	TEMPORARY WORK		

A36	FACILITIES / TEMPORARY WORK / SERVICES	CONTRA CT CLAUSE	DESCRIPTION
312A	TEMPORARY OPENINGS FOR ACCESS		Obtain approval of proposals from CA before starting work.
340	NAME BOARDS/ ADVERTISEMENTS		Name boards/ advertisements: Not permitted.
	SERVICES AND FACILITIES		
431	WATER		For the works will be supplied free of cost to the Contractor. Position of supply: To be confirmed.
570	PERSONAL PROTECTIVE EQUIPMENT		<p>General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:</p> <ul style="list-style-type: none"> • Safety helmets to BS EN 397, neither damaged nor time expired. Number required: Sufficient for each site operative • High visibility waistcoats to BS EN 471 Class 2. Number required: Sufficient for each site operative • Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: Sufficient for each site operative • Disposable respirators to BS EN 149.FFP1S. • Eye protection to BS EN 166. • Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2 <p>Hand protection - to BS EN 388, 407, 420 or 511 as appropriate</p>

Annex A List of sites

Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
Adventure Dolphin-Beale Park	Kevin Dennis	01189 843162	kdennis@westberks.gov.uk	Beale Park	Lower Basildon	Reading	RG8 7NH	Activity Centre
Aldermaston Primary School	Barbara M Barke	01189 713362	bbarke@westberks.org	Wasing Lane		Aldermaston	RG7 4LX	School-Primary
Aldermaston Public Conveniences	Stewart Souden	01635 519553	ssouden@westberks.gov.uk	The Wharf	Aldermaston	Reading	RG7 5NX	Public Conveniences
Ampere Road Site	John Ashworth	01635 42400	jashworth@westberks.gov.uk	Ampere Road	Newbury	Reading		Miscellaneous
Badgers Hill PRU	Diane McDonnell	01189 416636	dmcdonnell@westberks.org	22 Highview	Calcot Road	Reading	RG31 4XD	School-PRU Education Unit
Basildon Ce (controlled) Primary School	Paul Field	01491 671445		Beckfords	Upper Basildon	Newbury	RG8 8PD	School-Primary
Beansheaf Changing Rooms/Public Toilets	Stewart Souden	01635 519553	ssouden@westberks.gov.uk	Beansheaf Community Centre	Calcot	Reading		Leisure - Sport
Beansheaf The Garage	Maryanne Thomas	01189 302980	Mnthomas@westberks.gov.uk	Beansheaf Community Centre	Calcot	Reading		Youth Centre
Beedon CE (controlled) Primary School	Alison O'Halloran	01635 248284		Stanmore Road	Beedon	Newbury	RG20 8SL	School-Primary
Beenham C Primary School	Sue Butcher	01189 713397	sbutcher@westberks.org	Back Lane	Beenham	Reading	RG7 5NN	School-Primary
Birch Copse Primary School	John Micklewhite	01189 427442	jmicklewhite@westberk.org	Wittenham Avenue	Tilehurst	Reading	RG31 5LN	School-Primary
Bone Lane	Mike Brook	01635 519580	mbrook@westberks.gov.uk	Unit 3 Bone Lane		Newbury		Library
Bradfield CE (aided) Primary School	Andy How	01189 744304	ahow@westberks.org	Cock Lane	Bradfield Southend	Reading	RG7 6HR	School-Primary
Bridgeway Pupil Referral Unit Pru	Bill Woodhart	01635 49397	bwoodhart@westberks.org	Newtown Road	88	Newbury	RG14 7BQ	School-PRU Education Unit
Brightwalton CE (aided) Primary School	Mrs S Ball	01488 638337	-	Common Lane	Brightwalton	Newbury	RG20 7BN	School-Primary
Brimpton Ce (aided) Primary School	Mrs M A Wheeler	01189 712311	mwheeler@westberks.org	Brimpton Lane	Brimpton	Reading	RG7 4TL	School-Primary
Brookfields School	Mrs J Headland	01189 421382	-	Sage Road	Tilehurst	Reading	RG316S W	School-Special
Bucklebury CE Primary School	Pippa Rowe	01635 862965	prowe@westberks.org	Blacklands Road	Upper Bucklebury	Newbury	RG7 6QP	School-Primary
Building 150 - New Greenham Park	Steph Gillett	01635 519532	sgillett@westberks.gov.uk	Burys Bank Road	Greenham	Newbury		Miscellaneous
Building 616 - New Greenham Park	Paul Hendry	01625 42400	phendry@westberks.gov.uk	Burys Bank Road	Greenham	Newbury		Miscellaneous

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Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
Burghfield Common Library	Jane Taylor	01189 833632	jtaylor@westberks.gov.uk	School Lane	Burghfield Common	Reading	RG7 3JZ	Library
Burghfield St Marys School	Anthony Gallagher	01189 832957	-	Theale Road	Burghfield	Reading	RG30 3TX	School-Primary
Calcot Infant School	Janet Jarvis	01189 418189	jarvis@westberks.org	Curtis Road	Calcot	Reading	RG31 4XG	School-Primary
Calcot Junior School	Linda McCulloch-Smith	01189 428727	lmcculloch-smith@westberks.org	Curtis Road	Calcot	Reading	RG31 4XG	School-Primary
Castlegate	Rachael Palin	01635 43778		Love Lane	Donnington	Newbury	RG14 2JG	Residential
Chaddleworth St Andrew's CE (controlled) Primary	Remus Sawyer	01488 638261	rsawyer@westberks.org		Chaddleworth	Newbury	RG20 7DT	School-Primary
Chestnut Walk	Sue Brakespear	01488 683263		15 Chestnut walk		Hungerford		Day Centre
Chieveley Primary School	Linda Wood	01635 248281	-	School Road	Chieveley	Newbury	RG20 8TY	School-Primary
Cold Ash St Marks Ce Primary School	Sue Plackett	01635 862600	splackett@westberks.org	Cold Ash Hill	Cold Ash	Thatcham	RG18 9PT	School-Primary
Compton Ce Primary School	Gill Leishman	01635 578240	glishman@westberks.org	School Road	Compton	Newbury	RG20 6QU	School-Primary
Corn Exchange	Guy Dickens	01635 582666	Guyd@cornexchangenew.co.uk	Market Place		Newbury		Leisure - Arts
Cotswold Sport Centre	Fran Dickenson	01189 414690	cotswold@parkwood-leisure.co.uk	Downs Way	Tilehurst	Reading	RG31 6SL	Leisure - Sport
Council Offices Faraday Road	John Ashworth	01635 42400	jashworth@westberks.gov.uk	Faraday Road		Newbury	RG14 2AF	Office
Curridge Primary School	Marilyn Dollard	01635 200486	mdollard@westberks.org		Curridge	Thatcham	RG18 9DZ	School-Primary
Denefield School	Glyn Whiteford	01189 413458	gwhiteford@westberks.org	Long Lane	Tilehurst	Reading	RG31 6XY	School-Secondary
Downland Day Centre	Gwenan Paul	01635 578580		Burrel Road	Compton	Newbury	RG20 6NP	Day Centre
Downlands Sports Centre	Rose Metalli	01635 578866	rose.metalli@parkwood-leisure.co.uk	Manor Crescent	Compton	Newbury	RG20 6NU	Leisure - Sport
Downsway Primary School	Susan Cantwell	01189 421362	scantwell@westberks.org	Warbreck Drive	Tilehurst	Reading	RG31 6FE	School-Primary
Enborne Ce Primary School	Linda Fowler	01635 40569	lfowler@westberks.org		Enborne	Newbury	RG20 0JU	School-Primary
Englefield CE Aided Primary School	Lesley Hankin	01189 302337	lhankin@westberks.org	The Street	Englefield	Reading	RG7 5ER	School-Primary
Falkland C Primary School	Mr R Bowen	01635 44949	-	Andover Road		Newbury	RG14 6NU	School-Primary
Fir Tree C Primary School	Sue Pearson	01635 42129	spearson@westberks.org	Fir Tree Lane		Newbury	RG14 2RA	School-Primary

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Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
Flat 1 Greenham House			-	Greenham Road		Newbury	RG14 7HS	Site decommission
Flat 1-10 136-138 Newtown Road	Helen Walters	1636 519364	hwalters@westberks.gov.uk	Newtown Road		Newbury	RG14 7BY	On lease to YMCA until Dec 09'
Flat 2 Greenham House			-	Greenham Road		Newbury	RG14 7HS	Site decommission
Flats 1-20 Taceham House			-			Thatcham	RG18 4LY	Site decommission and boarded up
Four Houses Corner Gypsy Site	Helen Walters	1639 519364	hwalters@westberks.gov.uk	Padworth Road	Burghfield Common	Reading	RG7 4QJ	Residential
Francis Baily Primary School	Barbara Hunter	01635 862188	bhunter@westberks.org	Skillman Drive		Thatcham	RG19 4GG	School-Primary
Garland Junior School	Sarah East	01189 832776	-	Clayhill Road	Burghfield Common	Reading	RG7 3HG	School-Primary
Greenfield House	Caroline Dibley	01189 419181		Highview	Calcot	Reading	RG31 4DX	Day Centre
Greenham Community Centre	Arthur Johnson	01635 522265		The Nightingales	Greenham	Newbury	RG14 7SZ	Community Buildings
Greenham House	Carolyn Waterhouse	01635 45274	cwaterhouse@westberks.gov.uk	Greenham Road		Newbury	RG14 7HS	Office
Hampstead Norreys Ce (controlled) Primary School	Miss A Bulter	01635 201371	abulter@westberks.org	Newbury Hill	Hampstead Norreys	Newbury	RG18 0TR	School-Primary
Henwick Worthy Sports Ground	Stewart Souden	01635 519553	ssouden@westberks.gov.uk	Henwick Lane		Thatcham	RG18 3BN	Leisure - Sport
Hermitage Primary School	Peta Collicot	01635 200355	pcollicot@westberks.org	Hampstead Norreys Road	Hermitage	Thatcham	RG18 9SA	School-Primary
Hungerford Day Centre	Richard Horton	01488 682601		Ramsbury Drive		Hungerford	RG17 0EE	Day Centre
Hungerford Leisure Centre	Ian Dickens	01488 683303		Priory Road		Hungerford	RG17 0AN	Leisure - Sport
Hungerford Library	Chantelle Baker	01488 682660	cbaker@westberks.gov.uk	Church Street		Hungerford	RG17 0JG	Library
Hungerford Nursery	Suzanne Taylor	01488 682628	staylor@westberks.org	22	The Croft	Hungerford	RG170HY	School-Nursery
Hungerford Primary School	Karen Sawyer	01488 682230	ksawyer@westberks.org	Fairview Road		Hungerford	RG17 0BT	School-Primary
Inkpen Primary School	Gerard Heaton	01488 668219	gheaton@westberks.org	Weavers Lane	Inkpen	Hungerford	RG17 9QE	School-Primary
John O Gaunt School	Neil Spurdell	01488 682400	lbartlett@westberks.org	Priory Road		Hungerford	RG17 0AN	School-Secondary
John O Gaunt Youth and Community Centre	Ian Paine	01488 683692	lpaine@westberks.gov.uk	Priory Road		Hungerford	RG17 0AN	Youth Centre
John Rankin Infant School	Linda Valenti	01635 42376	lvalenti@westberks.org	Garford Crescent		Newbury	RG14 6EX	School-Primary

Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
John Rankin Junior School	Sue Brown	01635 42859	sbrown@westberks.org	Henshaw Crescent		Newbury	RG14 6ES	School-Primary
Kennet Leisure Centre	Keith Stuchbury	01635 871112	keith.stuchbury@parkwood-leisure.co.uk	Stoney Lane		Thatcham	RG19 4LJ	Leisure - Sport
Kennet Secondary School	Paul Dick	01635 862121	pdick@westberks.org	Stoney Lane		Thatcham	RG19 4LL	School-Secondary
Kennet Valley Primary School	Kathryn Cockar	01189 414410	kcockar@westberks.org	Carters Rise	Calcot	Reading	RG31 7YT	School-Primary
Kingfisher Pupil Referral Unit/Moorside Community Centre	Linda Lay (Maternity) Maureen Philips Covering	01635 871558	llay@westberks.gov.uk	Urquhart Road	Kennet Heath	Thatcham	RG19 4RE	Youth Centre/PRU
Kintbury St Mary's Primary School	Tina Norton	01488 658336	tnorton@westberks.org	Gainsborough Avenue	Kintbury	Hungerford	RG17 9XN	School-Primary
Kintbury, Station Road Public Conveniences	Stewart Souden	01635 519553	ssouden@westberks.gov.uk	Station Road	Kintbury	Hungerford		Public Conveniences
Lambourn Ce Primary School	Peter Shelton	01488 71479	pshelton@westberks.org	Greenways	Lambourn	Hungerford	RG17 8LJ	School-Primary
Lambourn Library	Jacqueline De Burgh	01488 71350	jdeburgh@westberks.gov.uk	High Street	Lambourn	Hungerford	RG17 8XL	Library
Lambourn Public Conveniences	Parish Council	01635 519553		Three Post Lane	Lambourn	Hungerford		Public Conveniences
Little Heath Comprehensive School	David Ramsden	01189 427337	dramsdn@westberks.org	Little Heath Road	Tilehurst	Reading	RG31 5TY	School-Secondary
Long Lane Primary School	Mr P Thorne	01189 427187	-	Long Lane	Tilehurst	Reading	RG31 6YG	School-Primary
Market Street Council Offices	Nick Carter	01635 42400	ncarter@westberks.gov.uk	Market Street		Newbury	RG14 5LD	Office
Merchant House - 14-20 Oxford Road	Davy Pearson	01635 553600	DAPearson@westberks.gov.uk	Oxford Road		Newbury	RG141PA	Youth Centre
Mortimer Library	Sandra Simmons	01189 332882	ssimmons@westberks.gov.uk	27 Victoria Road	Mortimer	Reading	RG7 3SH	Library
Mortimer St John's Ce Infant School	Nicola Sumner	01189 332242	nsumner@westberks.org	West End Road	Mortimer Common	Reading	RG7 3SY	School-Primary
Mortimer St Mary's Ce Junior School	Roger Green	01189 332491	rgreen@westberks.org	The Street	Mortimer Common	Reading	RG7 3PB	School-Primary
Mrs Blands Infants School	Alison Lewis	01189 832332	-	Jordans Lane	Burghfield Common	Reading	RG7 3LP	School-Primary
Newbury Library	Sheila Ridley	01635 519961	sridley@westberks.gov.uk	The Wharf		Newbury	RG14 5AU	Library
Newbury Museum	Steph Gillett	01635 519532	sgillett@westberks.gov.uk	Wharf Street		Newbury	RG14 5AS	Museum
Newbury Tourist Info Centre	Steph Gillett	01635 519532	sgillett@westberks.gov.uk	Wharf Street		Newbury	RG14 5AS	
Northcroft Leisure Centre	Thomas Bailey	01635	thomas.bailet@parkwood.leisure.co.uk	Northcroft Lane		Newbury	RG14	Leisure - Sport

Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
		31199 Ext: 209	k				1RS	
Notrees Residential Care Home	Susan Goalby	01488 658332		10 High Street	Kintbury	Newbury	RG17 9TW	Residential Care
Open Play School (on Playing Field), Northcroft	Stewart Souden	01635 519553	ssouden@westberks.gov.uk	Northcroft Lane	Northcroft	Newbury	RG14	Land
Pangbourne Library	Gaye Summer	01189 844117	gsummer@westberks.gov.uk	Reading Road	Pangbourne	Reading	RG8 7LY	Library
Pangbourne Primary School	Maureen Appleton	01189 842315	mappleton@westberks.org	Kennedy Drive	Pangbourne	Reading	RG8 7LB	School-Primary
Pangbourne Rivermeadow Public Conveniences	Stewart Souden	01635 519553	ssouden@westberks.gov.uk	Rivermeadow	Pangbourne	Reading		Public Conveniences
Pangbourne Station Road Public Conveniences	Stewart Souden	01635 519553	ssouden@westberks.gov.uk	Station Road	Pangbourne	Reading		Public Conveniences
Park House School	Derek Peale	01635 573911	dpeople@westberks.org	Andover Road		Newbury	RG14 6NQ	School-Secondary
Park Way Public Conveniences	Stewart Souden	01635 519553	ssouden@westberks.gov.uk	Park Way		Newbury		Public Conveniences
Parsons Down Infant School	Janice Schofield	01635 862475	cschofield@westberks.org	Paynesdown Road		Thatcham	RG19 3TE	School-Primary
Parsons Down Junior School	Petrina Winsor	01635 866700	pwinsor@westberks.org	Heron's Way		Thatcham	RG19 3SR	School-Primary
Pembroke Road Public Conveniences	Stewart Souden	01635 519553	ssouden@westberks.gov.uk	Pembroke Road		Newbury		Public Conveniences
Phoenix Centre	Deborah Davies	01635 520150	DADavies@westberks.gov.uk	Newtown Road		Newbury	RG14 7EB	
Purley Ce Infant School	Catherine Nisbet	01189 842384	cnisbet@westberks.org	Purley Village	Purley On Thames	Reading	RG8 8AF	School-Primary
Robert Sandilands County Primary School & Nursery	Richard Blofeld	01635 40318	rblofeld@westberks.org	Digby Road	Speen	Newbury	RG14 1TS	School-Primary
Shaw House	Rex Wearn	01635 279279	rwearn@westberks.gov.uk	Church Road	Shaw	Newbury	RG14 2DR	Community Buildings
Shaw-Cum-Donnington CE Primary School	Keith Watts	01635 40971	kwatts@westberks.org	Love Lane	Donnington	Newbury	RG14 2JG	School-Primary
Shefford Ce (controlled) Primary School	Remus Sawyer	01488 648657	rsawyer@westberks.org	Wantage Road	Great Shefford	Hungerford	RG17 7DB	School-Primary
Snelsmore Common - Office and Toilets	Paul Hendry	01635 42400	phendry@westberks.gov.uk	Wantage Road		Newbury	RG14 3BG	Land
Speenhamland C Primary School	Eleanor Brooks	01635 41077	ebrooks@westberks.org	Pelican Lane		Newbury	RG14 1NU	School-Primary
Springfield County Primary School	Angela Hay	01189 421797	ahay@westberks.org	Barton Road	Tilehurst	Reading	RG31 5NJ	School-Primary
Spurcroft Primary School	Mrs D Grimsey	01635 871541	dgrimsey@westberks.org	Spurcroft Road		Thatcham	RG19 3XX	School-Primary

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St Bartholomew's School	Mrs C Haddrell	01635 521255	-	Andover Road		Newbury	RG14 6JP	School-Secondary
St Finians School	Mrs E (Liz) Housden	01635 865925	ehousden@westberks.org	The Ridge	Cold Ash	Thatcham	RG18 9HU	School-Primary
St John The Evangelist Ce Nursery & Infant School	S Pearce	01635 41281	-	Old Newtown Road		Newbury	RG14 7DP	School-Primary
St Josephs Catholic Primary	Alison Webster	01635 43455	awebster@westberks.org	Newport Road		Newbury	RG14 2AW	School-Primary
St Nicholas CE Aided Junior School	Keith Harvey	01635 41282	kharvey@westberks.org	Link Road	East Fields	Newbury	RG14 7LU	School-Primary
St Pauls Rc (aided) Primary School	Julia Feeney	01189 422003	jfeeney@westberks.org	City Road	Tilehurst	Reading	RG31 4SZ	School-Primary
Stockcross Ce Primary School	Nathan Hunt	01488 608356	nhunt@westberks.org	Chapel Road	Stockcross	Newbury	RG20 8LD	School-Primary
Streatley CE Voluntary Controlled Primary School	Chris Prickett	01491 872399		The Coombe	Streatley	Reading	RG8 9QL	School-Primary
Sulhamstead & Ufton Nerve (aided) Primary School	Mrs B Williams	01189 832223	bwilliams@westberks.org	Church Lane	Ufton Nerve	Reading	RG7 4HH	School-Primary
Thatcham Broadway Public Conveniences	Stewart Souden	01635 519553	ssouden@westberks.gov.uk	The Broadway		Thatcham		Public Conveniences
Thatcham Library	Liz Howe	01635 866049	lhowe@westberks.gov.uk	Bath Road		Thatcham	RG18 3AG	Library
Thatcham Nature Discovery Centre	Paul Hendry	01635 42400	phendry@westberks.gov.uk	Muddy Lane	Lower Way	Thatcham	RG19 3FU	Land
Thatcham Park School	Marilyn Cornwell	01635 870950	mcornwell@westberks.org	Park Avenue		Thatcham	RG18 4NP	School-Primary
The Castle School	(Kerry Gray) Ola White	01635 42976	kgray@westberks.org	Love Lane	Donnington	Newbury	RG142JG	School-Special
The Croft Y & C Centre	Ian Paine	01635 519807	lpaine@westberks.gov.uk	The Croft		Hungerford	RG17 0HY	Youth Centre
The Downs School	Lisa Hill	01635 270000		Manor Crescent	Compton	Newbury	RG20 6NU	School-Secondary
The Granary -Old Tea Rooms				Wharf Street		Newbury	RG14 5AS	Retail
The Granary -The Desmoulin Gallery				Wharf Street		Newbury	RG14 5AS	Retail
The Ilsleys Primary School	Miss K House	01635 281225	-	Church Hill	East Ilsley	Newbury	RG20 7LP	School-Primary
The Key PRU/Riverside Community Centre	Linda Lay (Maternity) Mark Vernon Covering	0163527 9 700	llay@westberks.gov.uk	Rosemoor Gardens		Newbury	RG14 2FG	Youth Centre
The Lambourn Centre	Rose Metalli	01488 73690		Close End	Lambourn	Hungerford	RG17 9NJ	Community Buildings
The Oaks PRU	Faye Holland	01635	fholland@westberks.org	Foxglove Way		Thatcham	RG184DH	School-PRU Education Unit

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Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
		877114						
The Gatehouse	Toby Collis	01635 551928	toby@engagingpotential.com	Ampere Road		Newbury		School-PRU Education Unit
The Priory	Sandra Dopson	01635 862060		Church Lane		Thatcham	RG19 3JL	Office
The Stone Building	leased			The Wharf		Newbury	RG14 5AS	Retail
The Wharf Public Conveniences	Stewart Souden	01635 519553	ssouden@westberks.gov.uk	The Wharf		Newbury		Public Conveniences
The Winchcombes School	Felix Rayner	01635 232780	-	Maple Crescent	Shaw	Newbury	RG14 1LW	School-Primary
Theale CE Primary School	Catherine Morley	01189 302239	cmorley@westberks.org	Church Street	Theale	Reading	RG7 5BZ	School-Primary
Theale Green Recreation Centre	David Wall	01189 323725	david.wall@parkwood-leisure.co.uk	Church Street	Theale	Reading	RG7 5DA	Leisure - Sport
Theale Green School	Sue Marshall	01189 302741	smarshall@westberks.org	Deadman's Lane		Reading	RG7 5DA	School-Secondary
Theale Green Youth Centre	Mary-anne Thomas	01189 302980	Mnthomas@westberks.gov.uk	Theale Green School	Church Street	Theale	RG7 5DA	Youth Centre
Theale High Street Public Conveniences	Stewart Souden	01635 519553	ssouden@westberks.gov.uk	High Street	Theale	Newbury		Public Conveniences
Theale Library	Grace Ryder	01189 303207		Church Street	Theale	Reading	RG7 5BZ	Library
Trinity School	Mrs C Wilson	01635 510505	-	Love Lane	Shaw	Newbury	RG14 2DU	School-Secondary
Turnhams Green	Caroline Simmonds	0118 9167707	csimmonds@westberks.gov.uk	Turnhams Green Park	Pincents Lane	Tilehurst	RG31 4UH	Office
Victoria Park Nursery School	Fiona Bridger-Wilkinson	01635 41296	fbridger-wilkinson@westberks.org	Victoria Park		Newbury	RG14 1EH	School-Nursery
Walnut Close Day Centre	Karen Norris	01635 587822		Brownsfield Road	Thatcham	Newbury	RG18 3GF	Day Centre
Walnut Close Residential Care Home	Karen Norris	1636 587822		Brownsfield Road	Thatcham	Newbury	RG18 3GF	Residential Care
Wash Common Library	Bev Walsh	01635 35252		Glendale Avenue	Wash Common	Newbury		Library
Waterside Community Centre	Kevin Dennis	01635 41269	Kdennis@westberks.gov.uk	Northbrook Street		Newbury	RG14 1DS	Activity Centre
Welford & Wickham Ce Primary School	Florence Rostrun	01488 608306	frostrun@westberks.org	Welford Road	Wickham	Newbury	RG20 8HL	School-Primary
Westwood Farm County Junior School	Sharon Jones	01189 425182		Fullbrook Cresnet	Tilehurst	Reading	RG31 6RY	School-Primary
Westwood Farm Infant School	Mrs S Deacon	01189 426113		Fulbrook Crescent	Tilehurst	Reading	RG31 6RY	School-Primary

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Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
West Street House	Margaret Goldie		-	West Street		Newbury	RG14 1BZ	Office
West Point	Sarah Knapp	07920 765897	sknapp@westberks.gov.uk	West Street		Newbury		Office
Whitelands Park CP School	Janet Smart	01635 862517		Sagecroft Road		Thatcham	RG18 3FH	School-Primary
Willink Leisure Centre	Michael Wakely	01189 834845	Michael.wakely@parkwood-leisure.co.uk	School Lane	Burghfield Common	Reading	RG7 3XP	Leisure - Sport
Willink School	Mr P Fry	01189 832030		School Lane	Burghfield Common	Reading	RG7 3XJ	School-Secondary
Willows Edge	Pat Rolfe	01635 45252		Hutton Close	Shaw	Newbury	RG14 1HJ	Residential Care
Willows Primary	Mike Edwards	01635 42155	medwards@westberks.org	Pyle Hill	Greenham	Newbury	RG14 7SJ	School-Primary
Woolhampton Ce Primary School	Andrew Bingham	01189 712270		Woolhampton Hill	Upper Woolhampton	Reading	RG7 5TB	School-Primary
Yattendon Ce Primary School	Kathryn Simmons	01635 201397			Yattendon	Thatcham	RG18 0UR	School-Primary
York House	Carolyn Waterhouse	01635 43639	Cwaterhouse@westberks.gov.uk	50 Andover Road	Newbury	Newbury	RG14 6JW	Office

Annex B
Planned Maintenance – Schedule of Works

Insert below rates for planned maintenance works to be carried out in accordance with the West Berkshire Council Planned Maintenance Specification which is provided in Annex G of this document. The rates are to be all inclusive and as such shall include for Preliminaries.

Description	Cost Agreement	£
Door Maintenance	Cost per year	

Annex C
 Reactive Maintenance – Schedule of Adjustment
 Percentages

Reactive Maintenance – Schedule of Adjustment Percentages

Insert below percentage adjustments to be made to the Schedule of Rates identified in the Contract Particulars. The tenderer may allow for varying percentage adjustments depending on the quantity bandings in the table below. As noted in the Schedule of Rates, the rates are all inclusive and as such include for Preliminaries.

Quantity Banding	1 to 10	11 to 25	26 to 50	51 to 100	In excess of 100
Percentage adjustment to Schedule of Rates					

Annex D Schedule of Hourly Charges

SCHEDULE OF HOURLY CHARGES

1. GENERALLY

- 1.1 Daywork executed in accordance with the Contract will be accounted and paid for as set out in these Conditions.
- 1.2 These provisions apply to Main, Specialist and/or Sub-Contractors.
- 1.3 The cost of Daywork is to be calculated without any addition for Value Added Tax (VAT). Where applicable, VAT will be calculated and reimbursed separately.

2. LABOUR

- 2.1 Tendered hourly rates are to cover ALL costs, establishment charges and overheads in connection with Labour except plant as defined in Condition 4.
- 2.2 Time paid for Labour will be the time authorised by the CA as actually spent by operatives directly working on the Dayworks, including time spent erecting, operating, maintaining and dismantling Plant. The operations shall be shown separately on all submitted sheets.
- 2.3 Where Daywork is ordered by the CA or, in the option of the Contractor Dayworks may be applicable, Daywork record sheets shall be submitted for record purposes, and recording, within 24 hours of the work being undertaken, fully completed.
- 2.4 Submission of Dayworks Sheets by the Contractor does not signify that works will be valued, and subsequently reimbursed, as Dayworks. The decision as to how the works are to be valued, and reimbursed, will be that of the CA whose decision on this matter shall be final.
- 2.5 In the event that records are not submitted as stated then any payment due (if any) will be ascertained from the records kept by the CA.
- 2.6 Time spent travelling; travelling costs and time lost owing to inclement weather will NOT be paid for separately and due allowance should be made by the Contractor in the hourly Labour rates.
- 2.7 Time for foremen, gangers and the like will be paid for at the hourly Labour rates only if they are directly engaged in carrying out the works as detailed on the Daywork sheet.
- 2.8 The hourly Labour rates calculated in accordance with these provisions will not be subject to any further adjustment. The hourly Labour rates for each trade are to be set out in Section [5.1.1].
- 2.9 'Authorised Overtime' means the time when, following prior written approval, an operative works;
 - 2.9.1 on a Public Holiday;
 - 2.9.2 on a Saturday or Sunday;
 - 2.9.3 during the night-time when he has not worked during the day.
- 2.10 'Authorised Overtime' will be paid at the hourly Labour rate multiplied by the following factors:

2.10.1	Saturdays for the first 4 hours)	multiplied by 1.15
2.10.2	Saturdays after the first 4 hours)	
	Sundays)	multiplied by 1.25
	Public Holidays)	
2.10.3	Night-time work)	multiplied by 1.20

3. MATERIALS

- 3.1 Materials will be paid for, including packing and delivery charges to site, less any credit for returnable items, at the receipted invoice amounts, excluding VAT, as far as the Client considers them reasonable, or at agreed prices.
- 3.2 An additional percentage adjustment as set out in **the Contract Particulars** will be added to cover all costs, discounts, establishment charges and overheads in connection with the materials.

4. PLANT

- 4.1 Plant means:
 - 4.1.1 Mechanical and non-mechanical plant
 - 4.1.2 Mechanical tools and powered hand tools exceeding 1 Kilowatt capacity.
 - 4.1.3 Scaffolding, platforms, mobile access towers and the like specially erected for

Dayworks.

- 4.2 The costs of non-mechanical hand tools, and powered hand tools not exceeding 1 Kilowatt capacity, are to be included in the hourly Labour rates.
- 4.3 The costs of scaffolding platforms, mobile access towers and the like not specially erected for Dayworks will be deemed to be included elsewhere.

Preliminaries, General Conditions and Schedule of Work for JCT MTC 2006

- 4.4 The time paid for Plant will be the time authorised that the Plant is actually engaged in carrying out the activities detailed on the Dayworks sheets.
- 4.5 A maximum of 1-hour 'Travelling Time' to and from site may be allowable, subject to the approval of the CA.
- 4.6 Plant will be paid for in accordance with the ['Schedule of Basic Plant Charges for Use in connection with Daywork Under a Building Contract (5th revised edition January 2001)' published by the BCIS/RICS] with the Percentage Adjustment as set out in **the Contract Particulars** added to cover all costs, discounts, establishment charges and overheads in connection with the Plant.
- 4.7 Where items are not included in the 'Schedule' then, with the prior approval of the CA, the Contract may substitute the agreed invoice cost including for fuel, spares and consumables (but excluding punctures). Delivery and collection charges for invoiced Plant are to be agreed in advance with the CA.¹

5. DAYWORK RATES

- 5.1 The following hourly rates are to be included with in the Contractors Tender for such works as the CA may instruct to be carried out as Dayworks. Rates inserted by the Contractor will be used for Tender Evaluation purposes. Dayworks will only be carried out under a written instruction from the CA.

SCHEDULE OF HOURLY CHARGES			
		Hourly Rate	
		£	p
5.1.1	LABOUR		
(a)	Builder (Skilled)		
(b)	Builder (Trainee)		
(c)			
(d)			
(e)			
Insert below any other labour rates which may be applicable.			
(f)			
(g)			
(h)			
(i)			
(j)			
Insert below any relevant plant item rates which may be applicable.		Hourly Rate	
		£	p
(b)			
(c)			
(d)			
(e)			
(f)			
(g)			
(h)			

Signed _____

Name _____

Position _____

On behalf of _____ (the Contractor)

Address _____

¹ Alternatively, the Civil Engineering Contractors Association (CECA) Schedules of Dayworks Plant List may be acceptable, with the prior approval of the CA

Annex E
BMI Indices – Historical Data

BMI Indices – Historical Data

For information purposes only, the table below shows historical data relating to the cost indices which will be used to calculate the annual percentage adjustment to the Schedules of Rates and the Schedule of Hourly Charges as stated in Section A20 relating to clause 5.6.1 of the Contract.

BMI All-in Maintenance Cost Indices - Services		
Date	Index	Year on Year +/-
Jan-00	141.6	1.60%
Jan-01	148	4.50%
Jan-02	153.7	3.90%
Jan-03	160.9	4.70%
Jan-04	168.6	4.80%
Jan-05	177.1	5.00%
Jan-06	186	5.00%
Jan-07	195.5	5.10%
Jan-08	199.5	2.00%
Jan-09	206.8	3.70%
Jan-10	212.5	2.80%

Annex F
Works Specification – Planned Maintenance Works

ISSUED SEPARATELY

Annex G
Works Specification – Reactive Maintenance Works

ISSUED SEPARATELY

Annex I Resource and Ability Questions

RESOURCE AND ABILITY QUESTIONS

1 Supply Chain Management

Describe your company processes and procedures for procuring materials from suppliers.

Anticipated response:

Details of your evaluation process for lists of any approved suppliers lists you keep together with a list of key suppliers you will shortlist and use if selected for the Contract.

3.2 2 Quality Management

Explain your company quality management process used to ensure that work meets the requirements given in drawings and specifications.

Anticipated response:

A statement or simple step by step diagram explaining how quality is controlled on site.

The step by step guide should cover the following:

- Worked example of control process
- Methods and means of communication
- Levels of involvement by others
- Preventative measures and continuous improvement
- Customer comment procedure
- Interaction with supply chain

3 Programme and Project Planning/Time Management

Provide an activity/resource schedule which should indicate your proposed levels of personnel that will be dedicated to the Works. Also provide details on how your organisation will be arranged to respond and prioritise urgent instructions for work in respect of reactive maintenance.

Anticipated response:

A schedule of resources to be allocated to the Works together with a schedule of various anticipated response times according to site locations within West Berkshire.

4 Environmental Management

What real and practical steps can your company take to minimise energy consumption in the course of the carrying out the Works?

Anticipated response:

A statement (not the policy document) explaining how the company proposes to minimise energy consumption.

The statement should cover:

- Illustrations of any steps taken to reduce energy consumption.
- Current protocols developed to reduce resource consumption.
- Future proposals to reduce environmental impact.

5 Cost Management

Please describe how you would help the client to effectively manage the costs of Variations

Anticipated response:

A statement outlining proposed cost management procedures with regard to Variations.