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GROUNDWORKS

TRADE PRELIMINARIES AND PREAMBLES

Revision D. Date 21/09/11

1 Introduction

- 1.1 This document is for the Groundworks Contractor's (hereinafter referred to as the Contractor) guidance in pricing and should be read in conjunction with the other tender documents including the General Preliminaries and Preambles and specification and drawings relating to the Groundworks. These documents are not intended to be a definitive list of works and the Contractor is to allow for items normally expected to be supplied and/or fitted by the Contractor, or for items, which could reasonably have been foreseen at tender stage.
- 1.2 Barratt Homes, David Wilson Homes and Ward Homes are all trading names of BDW Trading Limited hereafter known as "the Company".

2 The Works

- 2.1 The Contractor is to provide all the necessary design, labour, plant and materials for the proper execution of the contract works in accordance with the contract documentation.

3 Design

- 3.1 The Contractor is to be responsible for the design as indicated within the contract documentation. If there is any ambiguity in regard to the extent of the contract design the Contractor is to seek written confirmation from the Project Surveyor prior to returning their tender or entering into a contract. Failure to do so is confirmation from the Contractor that they are fully compliant with the requirements of the contract.
- 3.2 The Contractor is responsible for producing all necessary installation drawings. These drawings are to be issued to the Technical Co-Ordinator prior to the commencement of the installation, leaving sufficient time for comment/approval. The Contractor must not commence works prior to receipt of comment/approval of their drawings. No claims for delay due to poor or late issue of drawings will be entertained.
- 3.3 The Contractor is responsible for producing as-built drawings for inclusion within the O&M manuals. The Contractor is to note the statement regarding the production of this information and its relationship to payment as covered under the 'Preliminaries and Preambles' document.

4 Construction

- 4.1 Any labour, plant, materials required for the proper execution of the contract works that the Contractor through experience, the undertaking of similar works, recognition of good building practice, Building Regulations, Statutory Requirements, British Standards, if applicable or Agrément Certificates, and NHBC requirements would deem as being necessary to facilitate the contract being fulfilled to the entire satisfaction of the Construction Manager. No claim arising for compliance with this requirement will be entertained if not identified by the Contractor prior to the award of contract.
- 4.2 The Contractor is to allow for working in accordance with the manufacturers recommended details except where expressly instructed in writing to deviate from the same.
- 4.3 The Contractor is deemed to have included for executing site surveys as necessary and installation of their works to site requirements, and as such allowed for working to all building tolerances that may affect their works. Should additional works be necessary to enable the Contractor to execute and complete their works to accommodate the tolerances of other trades these items shall be deemed included by the Contractor.
- 4.4 The Contractor is deemed to have noted and included for executing their works in accordance with all specifications, soil reports, geotechnical reports, existing services drawings, topographical surveys, the pre-construction health and safety plan and on site soil conditions.
- 4.5 No divergence from the contract drawings shall be entertained without the written approval of the Company. Where this does occur the Contractor will provide as built information.
- 4.6 The Contractor is deemed to have included for all necessary temporary or permanent supports for their works.
- 4.7 The Contractor shall be responsible for any wastage of materials as a result of any overdig to excavations including filling same to make up required levels.
- 4.8 The Contractor must include for all necessary protection to open excavations, and all necessary supports and shoring to the complete satisfaction of the Company's Safety Officer and HSE Executives.
- 4.9 The Contractor must comply with the Company's Safety, Health and Environmental (SHE) policy and only licensed lorries may remove material from site, to licensed tips, and documentary evidence must be provided.
- 4.10 The Contractor must include within their tender for breaking out, excavating and disposing off site of any obstructions including but not limited to rock, concrete, reinforced concrete, brickwork, blockwork, stonework, timber etc. Any additional filling works as a consequence of these obstructions must be included for. Filling material must be to the approval of the Site Manager and the Structural Engineer.
- 4.11 The Contractor is to include for all temporary works that may be required to complete their works in a timely and safe manner, including but not limited to; lighting, barriers, protection, traffic control etc.

- 4.12 The Contractor is to include for all necessary design and installation of earthwork support, shoring, back propping and the like and include for all necessary working space and backfilling with suitable material. The Contractor shall submit their design/calculations/drawings to the Technical Co-Ordinator for comment in sufficient time prior to the work being executed to enable approvals to be obtained as may be required.
- 4.13 The Contractor shall include for excavating and earthwork support below ground water level and providing suitable means of disposal such as pumping/dewatering systems. This is to include any additional measures required to suit tidal water conditions (if applicable). The Contractor is to allow for controlling ground and surface water until the permanent works, including concrete structure, are complete.
- 4.14 The Contractor shall include for carefully working around pile locations, and shall provide all access requirements as necessary.
- 4.15 The Contractor must take account of all existing services located on or adjacent to the site whilst carrying out their works and must include for liaising with utilities companies and for undertaking all trial pits / investigations, protection, support and working in and around these services etc.
- 4.16 The Contractor shall allow for all costs associated with contamination including but not limited to sampling, testing, disposal etc.
- 4.17 The Contractor is to provide all necessary hard-standings, access ramps, plating over openings / trenches as required to undertake their works and shall remove the same upon completion.
- 4.18 The Contractor is deemed to have included for the close working arrangements necessary with other Specialist Contractors in particular the piling and concrete Contractors, and is to ensure that that these interfaces are closely co-ordinated for the execution of their works. For example, the Contractor shall include for excavating, working space, earthwork support and temporary works to suit the proposed piling and concrete works and should any adaptations be necessary these should be included within the price.
- 4.19 The Contractor shall provide the Site Manager with original tipping licences, conveyance notes, invoices and other documentation necessary to provide a complete audit trail and provide full evidence of compliance with requirements regarding the disposal of materials and waste removed from site. Payment will not be made for disposal where this evidence has not been provided in full.
- 4.20 The Contractor is to take all precautions necessary to avoid contamination of the groundwater table as a result of the Works.
- 4.21 The Contractor is to take all necessary precautions to avoid any damage to adjacent property or party walls.
- 4.22 The Contractor shall be deemed to have included in their price for paying all landfill and aggregate taxes.
- 4.23 The Contractor is deemed to have included for breaking down all piles in accordance with the piling Specialist Contractors method statement including any over break required. This

is deemed to include preparation of pile heads for integrity testing and to receive the new structure – if required.

- 4.24 The Contractor is deemed to have included for the location, removal and decommissioning of any redundant underground services including all necessary backfilling etc.
- 4.25 The Contractor is deemed to have included for adaptations to the existing party wall structures and any making good as necessary to suit the proposed building.
- 4.26 The Contractor is deemed to have included for blinding all excavations in accordance with the Engineers specification for ground beams, pile-caps, slabs and the like.
- 4.27 The Contractor shall backfill to the satisfaction of the Site Manager. Over-dig or errors in the excavation and the cost will be borne by the Contractor.
- 4.28 The Contractor shall be responsible for ensuring the proper curing of concrete and for providing and maintaining protection, including protection from adverse weather.
- 4.29 The Contractor shall prepare test cubes as required by the specification and strike and place these in a curing tank provided by the Contractor and provide test results at seven and twenty-eight days minimum.
- 4.30 The Contractor shall carry out CCTV survey and properly test drainage in accordance with the Specification when installing or upon completion of the project to the satisfaction of the Site Manager.
- 4.31 The Contractor is required to provide the Site Manager with drawings of the as built drainage.
- 4.32 The Contractor shall offer works for inspection and/or testing at stages as required by the Company and shall not proceed to the next stage unless approval is given by the Site Manager. The Contractor shall make reasonable allowance in his programming for such inspection and/or testing.
- 4.33 The Contractor shall include for transporting concrete to its final location and placing in accordance with the Engineer's specification.
- 4.34 The Contractor is deemed to have allowed within his rates for excavation, trimming and compacting excavations by hand as necessary.
- 4.35 The rates are fully inclusive of carrying out all necessary testing of materials, sub-bases etc, as required in the Engineer's Specification.
- 4.36 The Contractor is deemed to have allowed for temporarily disconnecting cables, conduits, plates, pipes and the like to facilitate clear access to the works, including temporary protection and re-fixing on completion.
- 4.37 The Contractor has allowed for protecting the whole of the works during the progress of his works.
- 4.38 It is the Contractors responsibility to ensure that all delays and obstructions are to be reported daily in writing to the Site Manager.

- 4.39 The Contractor is to submit a method of day joints to the Site Manager for approval.
- 4.40 Manholes and gullies to be fully protected throughout contract. C.A.T. detectors, or equivalent to be supplied by and used by the Contractor during all excavations, etc.
- 4.41 The Contractor will be totally responsible for carrying out de-watering to all excavations and for dealing with surface water, even if their works are complete in this area and they do not require access to this area themselves. This to be carried out in accordance with NRA requirements.
- 4.42 The Contractor is to allow for the removal and replacement of hoarding and temporary fencing as necessary to carry out and complete their works.
- 4.43 The Contractor is to allow for carrying out and completing drainage in small runs as may be necessary.
- 4.44 The Contractor is to allow for returning to areas to finish off works as may be necessary.
- 4.45 The Contractor is to include for saving suitable material from excavations to backfill around foundations as required.
- 4.46 Digging trial holes or working around services to be by hand as required.
- 4.47 Drainage ironwork should be protected or repainted prior to completion.
- 4.48 Any soft spots shall be notified to the Company's engineer. The Contractor is deemed to have allowed for the filling of the same.
- 4.49 The Contractor shall backfill to the satisfaction of Site Manager and Structural Engineer.
- 4.50 Manholes and gullies to be fully protected throughout contract.
- 4.51 Where there is the presence of contamination such as guano and the like, the Contractor is deemed to have allowed for the appropriate removal of the same.
- 4.52 Where any asbestos is to be removed, the Contractor is to satisfy themselves with the documentation provided/site visit to establish the full extent. The Contractor is responsible for confirming that all asbestos has been removed and provide clean air certification accordingly.
- 4.53 If any excavated material is to be used as fill material elsewhere, the Site Manager should be made aware. The risk regarding the classification of this material is with the Contractor if it is to be used for the purpose of fill.
- 4.54 Any material brought to site has to be clean and inert.
- 4.55 Where there is any contamination on the site, the Contractor is deemed to have investigated and understood the extent and will be required to confirm to the Site Manager the complete removal or remediation. Notes regarding suitable disposal sites and audit trail apply as previously noted.

- 4.56 In respect to any archaeological investigation works, the Contractor is deemed to have considered the same and make recommendations within their tender. Should there be any significance, the Contractor is deemed to have included for the appropriate methodology required including appropriate programming implications.
- 4.57 Hand digging and working in isolated/confined/small areas to be allowed for within rates. additional payments for hand digging will not be considered.
- 4.58 Liaise with appropriate third parties including Local Authority, Environmental, Railway, Road and Highway agencies in respect of route for haulage vehicles, timing and restrictions.
- 4.59 The Contractor is to allow for and provide full engineering service for the proper execution of the Works.
- 4.60 Hard-core shall mean clean broken hard-core free from debris, steel and the like.
- 4.61 Drainage rates shall include for rodding as necessary and clearing drains on completion.
- 4.62 Rates to include for (and be identified) where appropriate for working next to existing roadways, buildings, bridges, waterways, etc.
- 4.63 The Contractor is to allow for all tanking and waterproofing to ensure that all ground floor slabs and basements are watertight, all in accordance with the Engineers specifications.

5 Materials & Workmanship

- 5.1 The Contractor is responsible for the provision of all plant and materials required for the proper execution and completion of the sub-contract works. All materials and plant are to be in accordance with those specified within the contract documentation and are to be installed in the correct manner in compliance with the same and the relevant codes of practice.
- 5.2 The Contractor is to ensure that, all materials incorporated into the works conform to the requirements of the specification and are fit for their intended purpose.
- 5.3 The Contractor is to purchase all materials in accordance with the Company's Group Suppliers Procurement Agreements.

6 Protection

- 6.1 The Contractor will be required to provide protection to the adjacent works/structures as required and to the finished installations (notwithstanding remaining responsible for their materials if permitted to be stored on site). The Contractor remains responsible for all materials until incorporated into their final position and the Site Manager accepts the unit or phase as complete.

7 Setting Out

- 7.1 The Contractor is to be responsible for setting out the works and must have included for this element in the returned tender. The Site Manager will provide a datum and reference point. It is the Contractor's responsibility to verify the accuracy of any given reference and datum points.

8 Clearing Waste / Surplus Materials

- 8.1 Work environment must be kept clean and clear at all times. The Site Manager has the authority to arrange for the removal of any waste materials left lying about the site or for cleaning out materials left by the Contractor (at the Contractor's expense).
- 8.2 The Contractor is deemed to include for clearing all waste and surplus materials from site on a daily basis or as directed by the Site Manager.
- 8.3 The Contractor is deemed to include for washing down of any concrete trucks, pumps, etc. Under no circumstances are the skips provided by the Company to be used for this purpose.
- 8.4 The Contractor is responsible for all road sweeping as may be required in keeping site roads and roads leading to and from the site clean and tidy to the satisfaction of the Site Manager and the Local Authority. Wheel washing facilities may be required. This is applicable to all site traffic not just that of the Contractors.

9 Plant

- 9.1 The Contractor is to allow for the provision of all plant necessary for the proper and safe execution and completion of the works.
- 9.2 No daywork will be paid for standing time due to the breakdown of any equipment provided by the Contractor or the Company.

10 Storage

- 10.1 The Contractor to be responsible for safe storage of free issue materials, including the risk of theft.
- 10.2 The Contractor is to allow for temporary stockpiling and double handling of materials as may be necessary.
- 10.3 The Contractor is to ensure the timely delivery of materials to facilitate minimal storage areas on site.
- 10.4 Where materials are supplied by the Company the material stock leads are to be monitored by the Contractor and any shortages should be reported forty-eight hours before they are required. No claim for waiting time, etc, will be entertained for lack of materials.



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10.5 The Contractor's rates shall include for transporting free issue materials from the store to the place of work.

11 Tools

11.1 The Contractor is to allow for the provision of all tools necessary for the proper execution and completion of the sub-contract works.

11.2 No daywork will be paid for standing time due to the breakdown of any equipment provided by the Contractor or the Company.

12 Loading Out/Unloading

12.1 The Contractor is required to carry out all necessary unloading of deliveries to a storage area (if permitted by the Company within their scope document) and/or directly distribute to where they are to be finally incorporated into the scheme.

12.2 The Contractor is responsible to ensure, in a timely manner, that the correct materials are available before work commences.

12.3 The Contractor shall coordinate the delivery of and storage of all materials and equipment with the Site Manager.

12.4 The Contractor shall remain responsible for all materials and the Company accepts no liability for any loss or damage however occurred.

12.5 The Contractor is to include for occasional offloading and distribution of the Company's plant and materials.

13 Scaffold

13.1 The Contractor is to refer to the schedule of attendances within the tender documentation to determine the extent of scaffold that they are to provide (labour and plant) and remain responsible for the erection, maintenance, dismantling and removal from site.

13.2 Where required the contractor should include, within the tender, for the collection, erection and dismantling of internal proprietary fall protection.

13.3 Where any scaffold or fall protection is required as part of the works, the BDW Trading Ltd Scaffolding trade specification must be complied with, including the provision of appropriate training for those to erect or dismantle the structures.

13.4 Trestles must only be used internally up to a height of 1 metre on firm level ground. The use of trestles externally is **STRICTLY PROHIBITED**. The trestles, which are to be used, must conform to the Working at Height Regulations and shall include handrails and toe boards.

13.5 The Contractor is to include for all making good to the entire satisfaction of the Site Manager following dismantle of any scaffold or fall protection.



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- 13.6 The Contractor shall be responsible for provision of all suitable safe access equipment required to execute the subcontract works.
- 13.7 Only accredited-trained personnel shall operate mobile elevated work platforms.

14 Power and Lighting

- 14.1 The Contractor is responsible for providing their own power in the form of generators to include for all necessary power leads/cables etc. to carry out the works. In addition the Contractor is to provide all necessary task lighting for the execution of the sub-contract works.

15 Contract Sum

- 15.1 The Contractor will be deemed to have priced all items within these trade preliminaries and preambles whether indicated on the Tender Summary or not.
- 15.2 The pricing document should be submitted fully completed, each item being priced individually. Where applicable Bills of Quantities and/or Schedules of Rates are to be submitted.
- 15.3 The Contractor is to allow within his tender for all necessary investigations and notifications. All specified tests are to be allowed for in the Contractor's tender.



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GROUNDWORKS

TRADE PRELIMINARIES AND PREAMBLES AGREEMENT

Revision D. Date 21/09/11

This Trade Preliminaries and Preambles Agreement relates specifically to the Company's development at

I confirm that I have read and understood the foregoing Preliminaries and Preambles and that my prices include for all items contained therein and will "remain fixed" for a period of:..... as outlined in the Enquiry letter.

SIGNED:

FOR AND ON BEHALF OF:

.....

DATE:

N.B. The contractor is to sign this Agreement and return it with his Quotation. Any prices received without this Agreement will be excluded from consideration.

- Revised: Rev A – 3 January 2008
- Rev B – 30 September 2008
- Rev C – 1 August 2010
- Rev D – 21 September 2011