

Proposed Disabled Access. Lift and alterations at the Mechanics Institute, Market Street, Whaley Bridge

Description of Works and Schedule of Contract Terms and Conditions

Site of the Works

The works are sited at the Whaley Bridge Mechanics Institute, 27 Market Street, Whaley Bridge, High Peak, Derbyshire SK23 7AA and the contractor may visit the site by arrangement with Andrew Fox tel: 01663 733068

Employer

The Client is The Whaley Bridge Town Council herein after referred to as the Employer.

Supervising Officer

The Supervising Officer for this project is Ms A Hubble (High Peak Architects Ltd)

CDM Coordinator

The CDM Advisor for this project is W L Derbyshire tel: 078957 592300 to ensure works are to be carried out and procedures followed which comply with the requirements of the Construction [Design and Management] Regulations 2015.

Tenders

The principles laid down in the Code of Procedure for Selective Tendering will be followed and Alternative 1, Section 6, will be adopted for correction of obvious pricing and significant arithmetical errors.

The Employer do not bind themselves to accept the lowest tender received, and will not be responsible for any costs incurred in tender preparation by Contractors. The tender shall remain open for acceptance without alterations, for a period not exceeding 8 weeks following the date for submission of the tender.

Prevention of Nuisance

Notwithstanding any specific noise restrictions referred to herein, allow here for complying with the statutory noise restrictions discussed in BS 5228 Code of Practice for Noise Control on Construction and Demolition Sites. Ascertaining the nature and extent of the restrictions likely to be imposed by the Local Authority shall be deemed to be a Contractor's risk and he shall make his own enquiries before submitting his tender and allow accordingly.

Allow for keeping site noise below the level which is regarded as reasonable by the D.O.E. advisory leaflet No. 72 'Noise Control on Building Sites' and consistent with the premises continuing use as an office. The use of transistor radio receivers, recorders and similar devices by the Contractor's workmen will not be permitted under any circumstances.

Allow for minimising any other form of nuisance or interference (e.g. smoke, dust, fumes, spillage and any other form of pollution) arising from the Works activities. The building remains open as a place of work through the Contract period.

Progress Meetings

Allow for progress reviews which shall be held at regular intervals. The organisation of these meetings, including notifying all interested parties, will be the responsibility of the Contractor. Minutes will be taken and circulated by the Project Manager. Due to the nature of the Contract Works and their anticipated duration, it is not envisaged that special accommodation and facilities will be required for the Progress Meetings. The Contractor may assume that the Employer will make the building (garage) at the rear of the Works for mess cabins etc and he must make good and reinstate all areas on completion and leave clean and tidy.

Working Hours

Allow for working overtime, and weekend working and for providing attendance upon Sub-contractors working overtime in order to meet the Date for Completion; only the nett extra cost of overtime rendered necessary by unforeseen circumstances, and as approved, will be admissible for extra payment.

The Contractor shall give adequate notice of overtime in order for site supervision to be arranged.

Form of Contract

The Form of Contract will be the Standard Form of Agreement for Minor Building Works 2016

Article 4 - the 'CDM Coordinator' role is not applicable.

Article 6 - the nomination of the adjudicator, delete all except "The Royal Institute of British Architects".

Article 7 - The appointment of an Arbitrator, delete all except the Royal Institute of British Architects.

Article 8 - Dispute to be determined by legal proceedings of English courts.

Allow for complying with the contract conditions and additional requirements as set forth below. Amendments to the conditions will be written into the Form of Contract. Note. That the Contractor is to price a Schedule of Rates which will form the basis of valuations.

Schedule of Contract Particulars and Conditions

Attestation

Conditions

Section 1 – Definitions, etc.

1.1 - Definitions.

1.2 – Agreement etc to be read as a whole.

1.3 – Headings references to persons, legislation etc.

1.4 – Reckoning period of days

1.5 – Contracts (Rights of Third Parties) Act 1999.

1.6 – Notices and other Communications

1.7 – Consents and Approvals

1.8 – Applicable Law

Section 2 – Carrying out the works.

- 2.1 - Contractors obligations.
- 2.2 – Commencement and completion.
- 2.3 – Architects/CA duties.
- 2.4 - Correction of inconsistencies.
- 2.5 - Divergences from statutory requirements.
- 2.6 – Fees or charges.
- 2.7 – Extension of time.
- 2.8 – Damages for non-completion £500 per week
- 2.9 - Practical completion
- 2.10 – Defects Liability Period : 3 months
- 2.11 – Certificate of making good.

Clause 3 - Control of the Works.

- 3.1 – Assignment
- 3.2 – Person in charge.
- 3.3 – Subletting
- 3.4 – Architects / Contract Administrator’s Instructions.
- 3.5 – Non Compliance with instructions
- 3.6 – Variations.
- 3.7 – Provisional Sums.
- 3.8 – Exclusions from the Works
- 3.9 – CDM Regulations

Section 4 - Payments.

- 4.1 - VAT
- 4.2 – Construction Industry Scheme (CIS)
- 4.3 – Progress payment dates and certificates.
- 4.4 – Contractor’s applications and payment notices
- 4.5 – Payments – amount and notices
- 4.6 – Failure to pay amount due.
- 4.7 – Contractors right of suspension.
- 4.8 – Final Certificate and Final payment
- 4.9 – Fixed Price and Fluctuation provisions

Section 5 - Injury Damage and Insurance

- 5.1 – Liability of contractors – personal.
- 5.2 – Liability of contractors property.
- 5.3 – Contractors insurance of his liability.
- 5.4A- Joint names insurance of the Works by Contractor
- 5.4B – Joint names insurance of the Works and existing structures by Employer
- 5.5C – Insurance of the Works and existing Structures by other means.

Section 6 – Termination.

- 6.1 – Meaning of Insolvency
- 6.2 – Notices under Section 6
- 6.3 – Other rights, reinstatement
- 6.4 – Default by Contractor
- 6.5 – Insolvency by Contractor
- 6.6 – Corruption and Regulation 73(1)(b) of the PC Regulations
- 6.7 – Consequences of termination under Clauses 6.8 to 6.10

Section 7 - Settlement of Disputes

7.1 – Mediation

7.2 – Adjudication

7.3 - Arbitration.

Supplemental Schedules

Schedule 1: Arbitration

Schedule 2: Fluctuations Option (not applicable)

Schedule 3: Supplemental Provisions

Insurances

1. The Contractor shall provide evidence of his own public liability insurance cover to indemnify the Client for any claims arising out of the Works. Extent of Cover : £5 million.
2. The provision of Clause 5.4 insurance against theft, etc. apply to materials and goods which are properly secured on site, or have been fitted or incorporated into the works.
3. Any insurances held by the Contractor shall be with an Insurer who is a member of the British Insurance Association
4. The Contractor shall enjoin with the Client's own Insurance for the Building

Safety, Health and Welfare of Workpeople

Allow for providing everything necessary for the safety, health and welfare of the Contractors Sub-contractors and directly-employed workpeople in compliance with all relevant legislative Acts and Regulations.

Allow for providing industrial safety helmets to BS 2826 and Hi-Vis vests for all personnel on site, including Consultants, visitors and Sub-contractors. The Contractor shall ensure that these helmets and vests are worn.

An Asbestos Refurbishment Survey may be required, the Contractor is required to include for this in their Tender

The Contractor should estimate the amount of working days required to complete the Project which will ascertain the need for the HSE F10 Form to be issued

Safeguarding the Works

Allow for taking all reasonable precautions to ensure the security of the buildings, their contents and glazing.

Allow for preventing workmen from trespassing upon the property beyond the confines of the Works at all times.

Protecting Existing Underground or Overhead Services

Report the existence of any live services, walls or other obstructions encountered, whether known or unknown, and protect and maintain, or execute other work that may be directed. The Contractor will be paid for the location and protection of any such obstructions, and for diversions or other work involved, but he will be held responsible for their safety and should any damage be caused by him he will be required to pay the cost of repairs and any other costs arising.

Maintenance of Public and Private Roads

Allow for cleaning, maintaining and repairing public and privately owned roads, footpaths and paved areas in particular the Car Parking Areas adjacent which are owned by the Local Authority; this is deemed to be a Contractor's risk and he shall accept all responsibility.

Allow for making arrangements with the Police and Local Authorities and complying with any restrictions that they may impose. (Allow as previously stated under 'special site conditions' for noise restrictions).

Access

The works are within the existing Centre and access is to be made via the rear of the building and when carrying out internal alterations in accordance with an agreed Phasing and hoarded off areas. The contractor should familiarise himself with the access to the works as no claims will be accepted in respect to difficulties of access. The security, safety and confidentiality of the members, staff and patients must be observed at all times.

Please note that a Programme is to be presented and agreed before commencement of any work and the Contractor should visit the site, appraise the drawings and make all due considerations

Services

There are existing services at the site which may be used in connection with the carrying out of the works. The electricity supply may not be used for the heating of construction staff areas or other welfare facilities. Any temporary arrangements must be set up by a registered electrician and any access to water supplies must be agreed with the Employer. Contractors should make their own arrangements for toilet facilities.

Occupation

The Employer's staff will occupy the premises throughout the works so every step must be taken to isolate and secure the works from them in the interests of Health and Safety.

Security

The contractor will be responsible for ensuring that the site is kept secure at all times. The safety of the general public and staff is paramount and the contractor should ensure they are safeguarded at all times.

Scaffolding and Tools

The contractor must provide all the necessary scaffolding and protective measures associated with same, and all tools necessary for completion of the works

Contract Drawings and Schedules

The contract documents will comprise:

- Preliminaries and Schedule of Terms and Contract Conditions
- Schedule of Works
- Form of Tender
- Architect's Description of Works Rev C
- Drawing Nos:

High Peak Architects Nos:

- 1866.BR01 Rev D
- 1866.BR02 Rev C
- 1866.BR03 Rev B
- 1866.BR04 Rev A
- 1866.BR07 Rev B
- 1866.BR08 Rev B
- 1866 BRO9 Rev A
- 1866 BR10

Rhodes & Partners Nos:

- D26536-101 Rev A
- D26536-102 Rev P1
- D26536-103 Rev P1
- D26536-104 Rev A
- D26536-105 Rev A

Retention

A retention of 5% of the value of certified payments will be held back until the date of Practical Completion when the retention will be reduced to 2.5% .

The residual 2.5% retention will be retained until the end of the maintenance period and will be released on completion of remedial works to the satisfaction of the Employers representative.

Variations to the Contract

Any variations to the contract must be agreed in writing with the Quantity Surveyor prior to carrying out the work.

Payments

The contractor may make applications for payment at monthly intervals and application for the first payment may be made four weeks after the commencement of the project to the Quantity Surveyor who will issue a Valuation to the Architect for Certification and Payment, the Contractor will then issue a VAT invoice in the sum certified.

Storage of Materials and Working Areas

The site should be suitably enclosed in agreement with the Employers Representative and all works and material stores must be contained within this enclosure. No materials should be stored outside of this enclosure.

Making Good

Any areas affected by the works either inside or outside the agreed site enclosure are to be made good on completion.

Notices and Inspections

The contractor will liaise with the Building Control (Approved Inspectors Ltd., Riverside, Congleton CW12 1DY Tel: 01260 546900)), give the necessary notices and obtain approvals as required at each stage of the works. Prior to completion of the works the contractor must obtain a certificate of inspection and testing from the appointed electrician under the competent persons scheme and hand same to the local authority with a copy to the Employer. The contractor must comply with all planning and building regulations conditions which will be handed to the contractor prior to commencement of the project.

Programme of Works

Before work commences on site the contractor must present a clear programme for the works together with a phasing of all the works, this must be agreed before any works commence. The contractor should indicate when submitting his tender the anticipated period for completion of the works.

Extensions of Time

The contractor may apply for extensions of time for completion of the project where additional works are requested or where unforeseen items requiring the attention of the contractor come to light. Claims for extensions of time which relate to weather conditions will only be considered where the weather can be deemed to be extremely inclement, as some poor weather conditions must be anticipated. Such claims will receive reasonable consideration.

Provisional Sums

The contractor is to include in his tender the provisional sums listed on the Summary page and is to include their percentage for overheads, attendances and profit on any works authorised by these Provisional Sums and included in Valuations

Starting the work

The scheme is currently due to start on 6th January 2025 and has a target date for completion of 16 weeks however the Contractor may offer alternative dates

Insurance

The General Contractor shall confirm details of his Public and Employers Liability Insurance before the commencement of any works, and shall also indemnify the Client against any liability for fire, theft, collapse etc caused by the works during the Contract Period

Description of the Works

The contract involves the construction of a new platform lift together with any necessary structural alterations, and alterations to form Accessible Disabled toilet facilities, Kitchen and stores, on basement, ground and first floors together with the formation of a new glazed screened entrance area

Priced Document

A Schedule of Works to assist in tendering this project is included in this set of Tender Documents and a fully priced copy will be required within 3 days of receipt of the successful Tender which will be used for the purposes of Valuations and settlement of Final Account, to assist the Tenderer the document is fully formulated to enable costs to be accurately transposed

Defects Liability

Notwithstanding the provisions of Clause 2.10 the Contractor shall, upon receipt of notification of defects during the defects liability period, carry out the works on the following time scale:-

(A) Very urgent repairs - defects to be made good within 48 hours.

(B) Urgent repairs - defects to be made good within 7 days.

(C) Routine repairs - defects to be made good within 4 weeks.

Defects notices will carry details of the urgency category. For defects within the classifications 'A' and 'B' notification may be by telephone subsequently confirmed in writing.

The Contractor shall immediately inform the client of the completion of the Works by letter.

Should the Contractor fail to make good defects within the period stated, the Employer reserves the right to instruct a selected Contractor to immediately correct the defects and shall deduct any costs incurred from any money due to or becoming due to the Contractor.

Representatives of the Employer will accompany the Contractor on routine inspections, on snagging inspections at the time of Practical Completion of the Works and at the end of the Defects Liability Periods and any subsequent re-inspections.

Any damage caused to the internal fabric, or exterior parts of the building as a result of the works shall be made good at no cost to the Client.