

CONTRACT PRELIMINARIES

Proposed Elevational Treatment to Frontage of Stowmarket Community Centre

Project Number: 4296
Document Version: P01
Date of Issue: 9th October 2019

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SECTION ONE - PRELIMINARIES

1.0 GENERAL CONDITIONS

1.1	The Employer: Stowmarket Town Council Milton House, Milton Road South Stowmarket Suffolk IP14 1EZ.	
1.2	The Architect: KLH Architects The Old Steelyard Poplar Lane Sproughton Ipswich IP8 3HL	
1.3	The Structural Engineer: Superstructures Clydesdale House 1-5 Queen Street Ipswich Suffolk IP1 1SW	
1.4	CDM Principal Designer: KLH Architects The Old Steelyard Poplar Lane Sproughton Ipswich IP8 3HL	
1.5	The works have been described in drawings and the accompanying Specification of Works:	
1.6	The site shall be visited before tendering and all tenders shall be deemed to be fully aware of the nature and constraints of the site area.	
1.7	The Contractor shall agree with the Architect and Client Site Management the extent of the site and compound area before commencement and fence this to ensure plant vehicles and materials storage remain in designated areas. Proposed areas and access route shown on Site Compound and Access drawing No. 4296/0107 – P01 Site Access & Contractors Compound.	
1.8	Sequence of works will be to the contractor's determination and a programme is to be prepared and agreed with the Architect prior to commencement.	

2.0 TENDER INFORMATION

2.1	The Tender Drawings: KLH Drawings: - All as listed in the Specification of Works Item 1.1 Superstructures Drawings: - All as listed in the Specification of Works Item 1.2	
2.2	The Contract drawings shall be as the tender drawings.	
2.3	CDM Pre-construction information is issued separately with this Schedule. See also requirements for Construction Phase Health and Safety file in 4.7 below.	
2.4	The site is the building frontage of the Community Centre and the land immediately adjacent to it as show on the Site Compound and Access drawing No. 4296/0107 – P01 Access to the interior spaces adjacent to the frontage will be by arrangement with the site manager as and when required.	
2.5	Access to the site is from Hillside and it should be noted that there is an existing one-way system of movement around the site.	



	The centre will continue to operate during the works and it will be necessary for the contractor to share access into the site with the general public and staff using the centre. It may be possible for the contractor to utilise the 'exit' gate as the contractor access, but care will be needed to ensure the safe and free movement of the centre user's vehicles.	
2.6	No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.	
2.7	The tender is to be kept open for consideration (unless previously withdrawn) for not less than 13 weeks.	
3.0 THE CONTRACT		
3.1	Form of Contract to be RIBA Concise building Contract 2018, executed under hand.	
3.2	<p>Contract particulars:</p> <p>Agreement between:</p> <p>A The Contractor To be determined</p> <p>B The Employer: Stowmarket Town Council, Milton House, Milton Road South, Stowmarket, Suffolk IP14 1EZ.</p> <p>C The Site: Stowmarket Community Centre, Hillside, Stowmarket IP14 2DB</p> <p>D Architect: KLH Architects, The Old Steelyard, Poplar Lane, Sroughton, Ipswich IP8 3HL</p> <p>E Other Appointments:</p> <ul style="list-style-type: none"> ▪ Structural Engineer: Superstructures, Clydesdale House, 1-5 Queen Street, Ipswich, Suffolk IP1 1SW <p>F Contract Documents:</p> <ol style="list-style-type: none"> 1. Drawings as listed in 2.1. 2. Specification 3. CDM Pre-Construction Information 4 KLH Designer's Risk Assessment <p>G Progress meetings: Monthly</p> <p>H Working Period:</p> <ul style="list-style-type: none"> ▪ Start Date: to be agreed ▪ Completion Date: 6 weeks after start date. ▪ Working Hour Restrictions: 7.00am to 6.00pm weekdays only. ▪ Outside these hours, by prior arrangement through the Architect. <p>I Facilities: Contractor may use the following facilities: -</p> <ul style="list-style-type: none"> ▪ Electricity – access point to be agreed with site management ▪ Water - access point to be agreed with site management <p>J Liquidated Damages: £50 per day</p> <p>K Defects Fixing Period: 12 months</p> <p>L Regulatory Consents: Fees and charges to be paid by Employer</p> <p>M Insurance - Contractor:</p> <ul style="list-style-type: none"> ▪ Contractor: All Risks (minimum £1million) Employers (minimum £5 million) Public (minimum £10 million) <p>N Insurance - Employer:</p>	



	<ul style="list-style-type: none"> • Employer: Existing Building & Structures <p>O Contract Price: Fixed Amount</p> <p>P Due date and Final date for payment – Interim Payments:</p> <ul style="list-style-type: none"> • Due Date 30 days after Start Date and monthly thereafter • Final Date: 14 days after Due Date <p>Q Final Date for Payment – Final Payment: 30 days after the Due Date</p> <p>R Rate of Interest: 8% above Bank of England Rate.</p> <p>S Dispute Resolution: Adjudication.</p> <p>T Programme: Applies. – Details to include start and finish dates and activities.</p> <p>U Contractor Design: Electrical Services Installation (See Specification of Works, item 9)</p> <p>V Completion in Sections: Does not Apply</p> <p>W1 Payment on Completion of the Works: Does not apply</p> <p>W2 Milestone Payment: Does not apply</p> <p>X Advanced Payment: Does not apply</p> <p>Y Evidence of Ability to pay: Does not Apply</p> <p>Z Require Specialists: Does not Apply</p> <p>AA Collateral Warranty: Does not apply</p> <p>BB Public Sector Clauses: Does not apply</p> <p>CC Risk Register: Does not apply</p> <p>DD Rules for Valuation of Revision of Time: Does not apply</p>	
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4.0 MANAGEMENT OF THE WORKS

4.1	Contractor is to make all necessary provisions for on-site sanitary and other provision. Contractor compound to be agreed on site with Architect and Employer. Please note that mains water supply on the site is limited to a single standpipe currently and this is also the incoming main to be utilised to supply the new sanitary appliances.	
4.2	All plant, materials and fittings on site will be insured by the Contractor. The employer will insure the existing structures.	
4.3	<p>Substitution of Products:</p> <p>Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.</p> <ul style="list-style-type: none"> ▪ Reasons: Submit reasons for the proposed substitution. ▪ Documentation: Submit relevant information, including: <ul style="list-style-type: none"> - manufacturer and product reference; - cost; - availability; - relevant standards; - performance; - function; - compatibility of accessories; - proposed revisions to drawings and specification; - compatibility with adjacent work; - appearance; - copy of warranty/ guarantee. ▪ Alterations to adjacent work: If needed, advise scope, nature and cost. 	



	Manufacturers' guarantees: If substitution is accepted, submit before ordering products.	
4.4	The Community Centre will continue to be occupied at times throughout the works and the contractor will be required to carry out the works with due regard to the safety and convenience of the users.	
4.5	Working hours on site to be limited to between 7.00am and 6.00pm Monday to Friday except by prior agreement with the Architect.	
4.6	Electricity for the works may be used free of charge from Employers existing installation. Points of connection to be agreed.	
4.7	<p>OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN</p> <p>To be read in conjunction with the Pre-construction CDM information issued alongside this specification.</p> <p>Content: Submit the following information within one week of request:</p> <ul style="list-style-type: none"> ▪ Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed. ▪ Details of the management structure and responsibilities. ▪ Arrangements for issuing health and safety directions. ▪ Procedures for informing other contractors and employees of health and safety hazards. ▪ Selection procedures for ensuring competency of other contractors, the self-employed and designers. ▪ Procedures for communications between the project team, other contractors and site operatives. ▪ Arrangements for cooperation and coordination between contractors. ▪ Procedures for carrying out risk assessment and for managing and controlling the risk. ▪ Emergency procedures including those for fire prevention and escape. ▪ Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded. ▪ Arrangements for welfare facilities. ▪ Procedures for ensuring that all persons on site have received relevant health and safety information and training. ▪ Arrangements for consulting with and taking the views of people on site. ▪ Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance. ▪ Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements. ▪ Review procedures to obtain feedback. 	
5.0 PROVISIONAL SUMS		
5.1	Allow provisional sum of £3,000 for contingencies.	
5.2	Allow provisional sum of £4,000.00 for supply and installation of Illuminated Sign and Crest as Hudson Signs Quotation No: 76279.	