# EMPLOYER’S REQUIREMENTS

# FOR

**Provision of a Modular Building**

**AT**

**SEEVIC COLLEGE**

# CONTENTS

SECTION 1 NAMES OF PARTIES

SECTION 2 EMPLOYER’S REQUIREMENTS

SECTION 2.1 CONDITIONS OF CONTRACT

SECTION 2.2 PRELIMINARIES

SECTION 3 CONTRACT SUM ANALYSIS

**SECTION 1**

**NAMES OF PARTIES**

|  |  |  |
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| EMPLOYER: |  | SEEVIC College  Runnymede Chase  Benfleet  Essex  SS7 1TW  Tel: 01628 756111 |
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**SECTION 2**

**GENERAL REQUIREMENTS**

INTRODUCTION

Method of Tender

This Contract is for the supply and construction of a 300m2 refurbished modular building for SEEVIC College.

The tender documents shall comprise all those documents listed as forming part of these Employer’s Requirements.

The tender shall be determined by way of a single stage competitive tender.

Generally

The Contractor should note that the Employer does not undertake to accept any tender.

No reimbursement will be made by the Employer to the Contractor in respect of any costs incurred in the preparation of tenders.

At the acceptance of the tender by the Employer, a formal contract will be entered into by the parties, incorporating all the conditions and provisions in the tender documents.

Tender return

The Contractors tender return shall comprise the following:-

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| 1. | Priced Form of Tender |
| 2. | Priced Contract Sum Analysis |

Indicative programme

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| --- | --- | --- |
| Tender issue | Tuesday | 19 April 2016 |
| Tender return | Monday | 16 May 2016 |
| Contract award | Friday | 20 May 2016 |
| Completion  Of Project | Friday | 12 August 2016 |

**SECTION 2.1**

**CONDITIONS OF CONTRACT**

**Contract Particulars**

The building contract will be a JCT 2011 Minor Works Contract.

**Part 1: General**

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| --- | --- | --- | --- |
| *Clause etc.* | *Subject* |  |  |
| Fourth Recital | Construction Industry Scheme | Employer at base date is not a Contractor |  |
| Fourth Recital | Base Date | 10 February 2016 |  |
|  |  |  |  |
| Fifth Recital | CDM Regulations | The project is not notifiable |  |
|  |  |  |  |
| Sixth Recital | Framework Agreement | Not Applicable |  |
|  |  |  |  |
| Seventh Recital | Collaborative working | Paragraph 1 applies |  |
|  | Health and Safety | Paragraph 2 applies |  |
|  | Cost savings | Paragraph 3 applies |  |
|  | Sustainable development | Paragraph 4 applies |  |
|  | Performance indicators | Paragraph 5 does not apply |  |
|  | Notification of disputes | Paragraph 6 applies |  |
|  | Where paragraph 6 applies, the respective nominees of the Parties are | Employer’s nominee  Murray Higgs  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contractor’s nominee  T.B.A.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Or such replacement as each Party may notify to the other from time to time. |  |

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| Article 7 | Arbitration | | Article 7 (*Arbitration*) does not apply | | |  | |
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| 2.3 | Date for Commencement of the works | | 20th May 2016 | | |  | |
|  |  | |  | | |  | |
| 2.2 | Date for Completion. | | TBA | | |  | |
|  |  | |  | | |  | |
| 2.8 | Liquidated damages | | At the rate of £250.00 per week or part thereof | |  | |
|  |  | |  | |  | |
| 2.10 | Rectification Period | | 6 months  from the date of practical completion of the works | |  | |
|  |  | |  |
| 4.3 | Percentage of the total value of the work | | 95% |  | | |
|  |  | |  |  | | |
| 4.4 | Percentage of the total amount to be paid to the contractor | | 97.5% |  | | |
|  |  |  | |  | | |
| 4.8.1 | Supply of documentation for computation of amount to be finally certified | One month | |  | | |
|  |  |  | |  | | |
| 4.11 and Schedule 2 | Contribution, levy and tax changes | Fluctuations do not apply | |  | | |
|  |  |  | |  | | |
| 5.3.2 | Contractor’s insurance – injury to persons or property  Insurance cover *(for any one occurrence or series of occurrences arising out of one event)* | £2,000,000 | |  | | |
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| 5.4 | Insurance of the Works – Insurance Options | Clause 5.4A (Insurance by Contractor) applies | |  | | |

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| 5.4A.1 | Percentage to cover professional fees | 15% per cent |  | |
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| 7.2 | Adjudication | The Adjudicator is  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |
|  | Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act *(whenever that is established)*  *(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)* | Nominee of the President or Vice President of the  Royal Institution of Chartered Surveyors | |  |
|  |  |  | |  |
| Schedule 1 | Arbitration – appointor of Arbitrator (and of any replacement)  *(If no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects.)* | Not applicable | |  |
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Attestation The Contract will be executed as a Deed

**SECTION 2.2**

**PRELIMINARIES**

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| 1 | Generally  The Employer’s Requirements  Notwithstanding the specific requirements contained within these Employer’s Requirements, the Contractor shall be responsible for construction of everything necessary for the satisfactory completion of the works as envisaged by the tender documents. |  |
| 2 | Description of the Works  The works comprise:  Prepare and construct a Building Regulations compliant modular building to existing foundations and complete all delivery, connections and finishes ready for occupation  Associated external works to include access ramps and steps in compliance with Part M of the Building Regulations  All as shown Drawings included within this tender package. |  |
| 3 | Site Information  The Contractor is advised to visit the site and ascertain the nature of the work to be executed.  The site is situated at SEEVIC College, Benfleet, Essex.  Arrangements to visit the site are strictly by appointment only. Contact: SEEVIC College, Murray Higgs on 01628 756111. |  |
|  | The boundaries of the site are detailed on the location plan and the Contractor’s working space will be strictly confined to the area within these boundaries except for the execution of any Works which are specifically shown as being outside the site. |  |
| 4 | Access  Access for the works is via Runnymede Chase. |  |
| 5 | Limitations on Use of the Site  The neighbouring roads must be kept clear for the use of occupiers, visitors and other Contractors at all times. No parking is permitted on roads adjacent to the site  The Contractor shall comply with any restrictions as to working hours which may be imposed by the Local Authority.  The Contractor shall take all necessary precautions to keep noisy operations to a minimum. |  |
|  | The use of radios, cassette recorders and the like will not be  permitted on the works.  All rubbish and surplus materials arising from the works shall be removed from site. The burning of rubbish will not be permitted.  Allow for complying with any Police Regulations which may affect the works.  The Contractor shall ensure that no mud, earth or the like shall be carried out on to the highway. |  |
| 6 | Maintenance of Existing Services  Establish the positions of, protect, uphold and maintain all pipes, ducts, sewers, service mains, overhead cables, etc, during the execution of the Works. The Contractor is to make good any damage due to any cause within his control at his own expense or pay any costs and charges in connection therewith. |  |
| 7 | Setting Out |  |
|  | The Contractor shall be responsible for setting out the works and shall, entirely at his own cost, correct any errors out of his own inaccuracy in setting out. |  |
| 8 | Site Administration |  |
|  | Provide for all on and off site administration costs. |  |
| 9 | Supervision  Provide for all site supervision costs (including costs of Person in Charge referred to in the Conditions of Contract). |  |

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| 10 | Security  Safeguard the Works, materials and plant against damage or theft including all necessary watching and lighting for the security of the Works and the protection of the public. Provide shelter and fuel for any watchman so required. |  |
| 11 | Safety, Health and Welfare of Workpeople  Provide for all costs incurred by complying with all safety, health and welfare regulations and like statutory obligations relating to all workpeople employed on the site. |  |
| 12 | Dimensions and Levels  Check all dimensions and levels, both on drawings and on site, particularly the correlation between components. Any dimensions given by the Employer within these documents are provided for information only and the Contractor shall be responsible for checking all dimensions. |  |
| 13 | Insurance before Commencement  The Contractor's attention is drawn to his responsibility to implement all insurances required before commencement of the works. |  |
| 14 | Transport of Workpeople |  |
|  | Provide for all transport of Workpeople to and from the site and all costs associated therewith. |  |
| 15 | Disbursements arising from the employment of Workpeople |  |
|  | Provide for all costs and disbursements arising from the employment of Workpeople. |  |
| 16 | Overtime  If the Contractor chooses to work overtime in order to complete within the contract period, or for any other reasons, the written approval of the Employer’s Agent will be required in advance.  All extra costs incurred shall be deemed to be included in the Tender as no claim for extra costs in this respect will be accepted by the Employer. |  |
| 17 | Temporary Fencing, Hoardings, Gantries, Screens and Roofs, etc  Provide all necessary temporary fencing, hoarding, gantries, screens, and the like for the proper execution of the Works for the protection of the public, and for meeting the requirements of any statutory authority and alter shift and adapt from time to time as necessary.  The Contractor’s designated site area around the works shall be properly defined and secured as necessary. |  |
| 18 | Plant, Tools and Vehicles |  |
|  | Provide all plant, tools and vehicles and all associated costs for the Works.  NB The Contractor is to allow against this item for those costs he is unable to include with other items. |  |
| 19 | Water |  |
|  | Provide clean fresh water for use on the Works, pay all charges in connection therewith, provide all temporary storage, plumbing services, connections, etc, and clear away and make good on completion. |  |
| 20 | Lighting and Power  Provide all artificial lighting and power for use on the Works, pay all charges in connection therewith, provide all temporary connections, leads, fittings, etc, and clear away and make good completion. |  |
| 21 | Protecting the Works  Provide for carefully covering and protecting the Works or any adjoining property exposed by the Works from inclement weather. |  |
| 22 | Maintenance of the Roads, etc  Maintain public and private roads, footpaths, kerbs, etc, and keep the approaches to the site clear of mud. The Contractor is to make good any damage caused by his own or and sub-contractors’ or suppliers’ transport at this own expense or pay all costs and charges in connection therewith. |  |
| 23 | Samples  Provide for all costs incurred by submitting samples of materials and workmanship, e.g. small samples of walls, colour panels etc, ironmongery and joinery proposed to be used in the Works as outlined in the tender documents and requested by the Employer’s Agent. Samples thus submitted must be a fair indication of the general quality of materials and workmanship represented. |  |
| 24 | Schedule of Conditions of Existing Buildings, Roads, Pavings etc  The Contractor will be required to prepare, in conjunction with the Employer’s Agent, a Schedule of Conditions of the existing buildings, services, adjacent highway, access routes etc. Should any damage occur to these as a result of the Contractor’s activities on site, then this Schedule will be the basis for determining responsibility. The Contractor will be required to make good at his own cost and to the Employer’s Agent’s satisfaction, any damage so determined. |  |
| 25 | Health & Safety  The Contractor shall comply in all respects with the Regulations regarding Health and Safety on construction sites. |  |

COLLECTION

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| --- | --- |
| Page | 2/2/2 |
| “ | 2/2/3 |
| “ | 2/2/4 |
| “ | 2/2/5 |
| “ | 2/2/6 |
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**SECTION 3**

**CONTRACT SUM ANALYSIS**

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| Provision of Modular Building  SEEVIC College |  |  |  |  |
| 1. Assess and prepare foundation to receive new building 2. Modular building (8 bay) in accordance with client requirements 3. External ramps and stairs 4. Connections to services   Water  Electricity  Waste   1. Delivery and Craneage 2. Kitchen supply and install (not white goods) 3. Test certificates for installation on completion 4. Make good locally where adjacent surfaces are affected by the works 5. Any other works shown on the drawings and specification but not able to be priced above 6. Contingency sum – to be expended on Client’s written instruction only |  |  |  | **£**  2000.00 |
| Total to Form of Tender | | | | £ |