

STOCKPORT HOMES LTD
PROPERTY AND MAINTENANCE SERVICES DIRECTORATE
INVESTMENT TEAM

BRINNINGTON TOWER BLOCK REPLACEMENT BIN CHUTE SCHEME FOR:
STOCKPORT HOMES

LOCATION: LENHAM TOWERS,DUNTON TOWERS,ROMNEY TOWERS

CONTRACT No: BIN 17/18 (02)

PRELIMINARIES AND GENERAL ITEMS

CONTRACT

The Contractor shall provide everything necessary for the full completion of the works in all trades as described in the preliminaries, material and workmanship clauses, specifications of works, pictures (plate 1)

Provision has been made for the Contractor to have inspected the works and he will be deemed to have included for all works required to complete the Contract and for complying with all the Conditions of Contract before submitting his Tender. No extra costs will be allowed on the settlement of the Final Account for misunderstanding or misapprehension on this matter.

THE CONTRACTOR IS REQUIRED TO PRICE EACH ITEM SEPARATELY IN THE SPECIFICATION OF WORKS. PRELIMINARIES AND GENERAL ITEMS ARE TO BE INCLUDED IN THE INDIVIDUAL ITEMS AND NOT PRICED SEPARATELY AND PROVISIONAL SUMS TO BE INCLUDED IN TENDER TOTAL

The Corporate Director of Property & Maintenance Services reserves the right to engage direct Contractors for those parts of the works so described in the specification.

FORM OF CONTRACT

The Form of Contract shall be the agreement for Minor Building Works 2011 including all revisions until date of tender issue:

Contract Particulars

Article 2. "Employer" shall mean the Stockport Homes Ltd,Stockport.
Article 3. "Contract Administrator" shall mean the Corporate Director of Property & Maintenance Services, Stockport Homes Ltd.

Section 1.0	Definitions and Interpretation.	
Clause 1.1	Shall mean the period of four weeks ending on the commencement date.	
Section 2.0	Carrying out the Works.	
Clause 2.2	(i) Commencement The works shall be commenced within three weeks of the Contract Administrator's instructions to start work.	
	(ii) Completion The works shall be completed within 12 weeks of the commencement date (inclusive of holidays).	*
Clause 2.8	Damages for Non-completion At the rate of £ 500.00 per week.	*
Clause 2.10	Defects Liability – amendment The defects liability period shall be 6 months.	
Section 3.0	Control of the works.	
Clause 3.3.1	The Contractor shall not without the Contractor Administrators Consent sub-contract the whole or any part of the works	
Section 4.0	Payment.	
Clause 4.3	Retention held on progress payments will be 5% in accordance with the Standard Minor Works Clause in the contract.	
Clause 4.4	Retention released at Practical Completion shall be 2.5%.	
Clause 4.8.1	Delete 3 months and substitute 6 months.	
Clause 4.11	Delete this clause.	
Section 5.0	Injury, Damage and Insurance.	
Clause 5.1	Injury or death of persons - see note below.	
Clause 5.2	Damage to property - see note below.	
	N.B. The insurance to be taken out in sub clauses 5.1 and 5.2 shall be for an amount of at least £5,000,000 for a contract valued under £100,000 or £10,000,000 for a contract valued over £100,000 for any one claim with the total number of claims arising out of any one event unlimited.	

Clause 5.4B	Delete the Contract clause and Add.
	<p>The Contractor shall in the joint names of Employer and Contractor insure against loss or damage to the existing structures (together with the contents owned by him or for which he is responsible) and to the Works and all unfixed materials and goods intended for, delivered to, placed on or adjacent to the Works and intended therefore by fire, lightning, explosion, storm, tempest, flood, bursting or over-flowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion.</p>
	<p>If loss or damage as referred to in this clause occurs then the Architect / the Contract Administrator shall issue instructions for the reinstatement and making good of such loss or damage in accordance with clause 3.4 hereof and such instructions shall be valued under clause 3.6.3 hereof.</p>
Clause 5.5	Delete the Contract clause and Add.
	<p>The Contractor shall produce, and shall cause any sub-contractor to produce, such evidence as the Employer may reasonably require that the insurances referred to in clauses 5.1 and 5.2 and, where applicable 5.3A or 5.3B, hereof have been taken out and are in force at all material times.</p>
Section 6.0	Termination.
Section 7.0	Settlement of Disputes
Clause 7.3	Arbitration

ADDRESS: Lenham Towers, Dunton Towers, Romney Towers, Stockport.

Item	Decoder No	<i>Description</i>	
	1.000	<p><u>GENERAL ITEMS</u></p> <p>Description of the project</p> <p>The contractor shall be deemed to have visited the sites and to have satisfied himself as to the conditions there existing, which may affect in any manner whatsoever, the execution of the works involved. Further he is to make such allowances in his tender as he, in his sole discretion deems requisite and necessary for the due and proper completion of the Works in accordance with the Conditions of Contract and to the complete satisfaction of the employer. Please contact the local authority if access is required inside the property, or its grounds. Photographic identification must be shown to the occupiers by any representative visiting the site.</p>	
	1.002	<p><u>Description of Works</u> (to be read in conjunction with specifications of works for Lenham Towers, Dunton Towers, Romney Towers)</p> <p>The proposed works are as described in this Specifications of Works, and the contractor is to check all dimensions on site before commencing work or ordering of materials.</p> <p>The work must be carried out to a programme agreed at the pre-contract meeting with the Contract Administrator and to his reasonable satisfaction. The contractor will be required to produce a fully completed programme of work together with a method statement and risk assessment for agreement by the Employer in full compliance with the Construction (Design and Management) Regulations, 2015.</p>	
	1.003	<p><u>Provisional Quantities</u></p> <p>In the Specification of works, where allowances for plaster patching, and floor repairs, etc are given, the quantities are to be remeasured with the Supervising Officer before covering up. All quantities given will be subject to remeasure at completion of work and paid for at the rate included in the tender.</p>	
	1.004	<p><u>Contract Particulars</u></p> <p>The Contractor will be required to enter into formal contract with the Employer. The Contract will be executed under seal.</p>	
	1.005	<p><u>Occupation of Dwellings</u></p> <p>Unless otherwise stated the properties will be in occupation during the course of the contract, although work is to communal areas only.</p>	

ADDRESS: Lenham Towers, Dunton Towers, Romney Towers, Stockport.

Item	Decoder No	<i>Description</i>	
	<p data-bbox="233 416 309 450">1.006</p> <p data-bbox="233 853 309 887">1.007</p> <p data-bbox="233 1357 309 1391">1.008</p>	<p data-bbox="357 383 708 416"><u>Plant, tools and Vehicles</u></p> <p data-bbox="357 450 1342 618">The Contractor shall provide all necessary and as required Work Equipment, including plant, tools, lighting and vehicles, lifting equipment, including hoists, jacks and lifts, access and work at height equipment, including ladders, scaffolding, staging, sheeting, and everything necessary for the due and proper execution of the works.</p> <p data-bbox="357 651 1286 685">The Contractor is to provide and fix all temporary protective coverings .</p> <p data-bbox="357 719 1342 819">The contractor will be required to produce for inspection by the employer when requested all certificates required in compliance with the current Regulations.</p> <p data-bbox="357 853 1278 887"><u>Safety, Health, Welfare and Environmental Protection Legislation</u></p> <p data-bbox="357 920 1342 1290">The Contractor's attention is drawn to the Health & Safety at Work etc. Act 1974, and the related Regulations and Statutory Instruments made under the powers contained in this Act, and the associated Environmental, Fire Safety, and Supply of Goods and Services legislation. The Contractor is to allow here for the provision and implementation of such Safety, Health Welfare and Environmental Protection measures and amenities for employees and others affected by the works as required by the nature and situation of the works to standards not less than those prescribed by the related primary and secondary legislation(Nothing in this section shall exclude the Liability of Sub Contractors on matters relating to the Health & Safety of employees or other persons and Environmental Protection.)</p> <p data-bbox="357 1357 1206 1391"><u>National Insurances, Holidays and Pensions for Workpeople</u></p> <p data-bbox="357 1424 1334 1592">The Contractor shall include for payments in respect of the National Insurance and National Insurance (Industrial Injuries) Act and Pensions for Workpeople together with all obligations under the current working rule agreements including holidays with paid contributions and the additional cost of bonus or incentive schemes.</p>	

ADDRESS: Lenham Towers, Dunton Towers, Romney Towers, Stockport.

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	1.010	<p><u>Safeguarding the Works</u></p> <p>The Contractor will be responsible for security of the site, contents, fixtures and fitting of the properties and safeguarding the works against damage or loss of materials, articles, plant or equipment by theft or vandalism. The Contractor shall make good any such damage or loss at his own expense.</p>	
	1.011	<p><u>Maintenance of Private and Public roads</u></p> <p>The Contractor shall be liable for maintaining clean, and make good any damage caused by excessive loads or by any other means, to the public roads and pavings on the site during building or execution of the contract and he shall reinstate or pay the cost of such reinstatement for all damage done thereto, to the satisfaction of the employer.</p>	
	1.012	<p><u>Highways, Streetworks, Traffic Management and Road Traffic Acts, Land Use Legislation and Local Bylaws</u></p> <p>The Contractor is to take care when loading and unloading materials for the works; Access from the Highway, including storage, loading and unloading of materials shall be in accordance with the related legislation.</p>	
	1.013	<p><u>Obligations imposed by the Employer on the Contractor</u></p> <p>The following procedure must be adhered to when working to roof top :</p> <p>The contractor must protect all existing pipe insulation from damage by moisture penetration, dust or debris. Any insulation that is moved or dislodged must be reinstated into its correct position.</p>	

ADDRESS: Lenham Towers, Dunton Towers, Romney Towers, Stockport.

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	1.014	<p><u>Water for the Works</u></p> <p>The Contractor is to provide all water required for the works, and also temporary connections, plumbing services, distributing pipes, and storage containers. The contractor shall pay for any charges to make available a temporary supply.</p>	
	1.015	<p><u>Lighting and Power for the Works</u></p> <p>The contractor shall provide any artificial lighting and electric power required for use on the Works, including providing all temporary connections, distributing leads, fittings, etc and clear away on completion. The contractor shall pay all fees in connection with this work.</p>	
	1.016	<p><u>Temporary Buildings</u></p> <p>The contractor shall allow for providing all necessary temporary sheds, offices, messrooms, sanitary accommodation and other temporary buildings including telephone and all tarpaulins and proper storage accommodation for materials. The contractor shall take down and clear away at completion of Works, or when no longer required and keep same in a clean and orderly condition throughout the progress of the Works. The Contract Administrator's approval of the position of all offices, sheds, etc must be obtained before erection.</p>	
	1.017	<p><u>Emergency Call Out</u></p> <p>A 24 hour Emergency Call Out service is to be provided by the Contractor whilst work is in progress.</p>	
	1.018	<p>An emergency telephone number must be provided by the contractor at the pre-contract meeting.</p> <p><u>Temporary scaffolding</u></p> <p>Allow for all temporary scaffolding and supports including, removal and disposal of all waste and surplus materials. All scaffolds and working platforms are to provide adequate working space and must fully comply with current legislation and regulations. Reports of inspection, certificates and notices required by the legislation must be produced by the contractor, for inspection by the employer when requested.</p> <p>Allow for dismantling and removal of temporary scaffolding, etc, from site at completion of Works, or when no longer required.</p>	

ADDRESS: Lenham Towers, Dunton Towers, Romney Towers, Stockport.

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	<p>1.020</p> <p>1.021</p> <p>1.022</p> <p>1.023</p> <p>1.024</p>	<p><u>Protecting from the Weather</u></p> <p>The Contractor shall cover up and protect the work in all trades as may be directed or as required, including protecting during wet, frosty, inclement or exceptionally dry weather, and he shall provide all temporary casings, laggings, mats tarpaulins and other materials required and make good any damage to the satisfaction of the Contract Administrator</p> <p><u>Drying the Works</u></p> <p>The Contractor shall allow for all costs (including fuel and attendance) for drying the building. The building shall be kept at a satisfactory degree of dryness for storage of building materials requiring same, or prior to decoration and handover of property. The Contractor will be responsible for any damage, and for taking all necessary measures to ensure that damage does not occur in the Works as a result of incorrect humidity or temperature.</p> <p><u>Removing Rubbish and Cleaning</u></p> <p>Allow for clearing up and removing from the site all rubbish and debris. Surplus building materials and plant, from time to time and at completion as directed by the Supervising Officer and leave all clean and tidy including thoroughly cleaning down all glass, internal and external, floors, etc, and leave fit for occupation. A registered waste carrier must be used for the removal of all waste material. Records should be kept of such materials and transfer certificates must be produced for inspection by the employer on request.</p> <p><u>Ordering Materials</u></p> <p>The Contractor must not order materials from the sizes and quantities in this Schedule of Works, but must take all sizes and measurements on site.</p> <p><u>Protection of Pipes and Cables</u></p> <p>The Contractor must take care to protect all drains, gas and water piping, and electric and telecommunication cables which may be exposed or with which he may come in contact during the course of his operations. In addition to his statutory duties under Part 4 and regulation 34 of the CDM Regulations, the Contractor shall be responsible for the costs of all damage done, for reinstatement and for the losses sustained by the utility Company or service owner.</p>	

ADDRESS: Lenham Towers, Dunton Towers, Romney Towers, Stockport.

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	1.025	<p><u>Casing and Protecting Works</u></p> <p>Allow for providing all necessary casings for the effective protection from damage of all angles, projections, steps, door frames, etc, and maintain during the progress of the works and remove at completion, making good any damage.</p>	
	1.026	<p><u>Firm's Names</u></p> <p>In cases where a firm's name is hereinafter mentioned in this Schedule of Works for the supply of materials or execution of work, the prices in the Specification of Works must be based on a current quotation obtained from that firm. In no circumstances must the Contractor insert prices for similar materials or work offered by another firm.</p>	
	1.027	<p><u>Qualification of Tender</u></p> <p>The Contractor's attention is directed to the fact that in no circumstances must any alteration or amendment be made to the text, wording or figures of the Specification of Works</p>	
	1.028	<p><u>Sub-Contractors and Specialist Requirements</u></p> <p>The Contractor is to obtain from the various Sub-Contractor and Specialist Tradesman for whom provision is made in this Specification of Works, and also from all Specialist Tradesman employed direct by the Employer, a statement showing their requirements as regards chases, recesses, holes, etc so that they may be built correctly in the first place and no alterations needed afterwards. If the Contractor fails to do this the onus of the alterations must all on him, and he will be required to carry out the necessary work at his own expense</p>	
	1.029	<p><u>Unpriced Items</u></p> <p>Should the Contractor leave unpriced any of the items in this Specification of Works, he shall comply with all the conditions referred to at his own expense and without extra to the Contract</p>	

ADDRESS: Lenham Towers, Dunton Towers, Romney Towers, Stockport.

Item	Decoder No	<i>Description</i>	
	1.030	<p><u>Storage of Materials on Site</u></p> <p>The Contractor shall, where reasonably practicable, limit the amount of materials on site e.g. flammable substances such as white spirit, combustible materials such as timber and cardboard. The Contract representative may insist that the quantities and locations of stored materials are adjusted before works can continue. Waste materials shall be removed from site and not allowed to accumulate thereby increasing the amount combustible material on site</p> <p>The Contractor shall not, or be permitted to, overload any suspended floor or roof area, or scaffold for the storage of materials</p>	
	1.031	<p><u>Restrictions</u></p> <p>No overtime or weekend work will be permitted without prior written authority of the Contract Administrator.</p>	
	1.032	<p><u>Private Utility Companies</u></p> <p>The Contractor will allow for and will be solely responsible for the employment, attendance, and management of private utility companies engaged to carry out such installations, and the payment of all accounts for the works.</p>	