

# **CLARK ASSOCIATES**

**PROJECT MANAGERS AND CONSTRUCTION COST CONSULTANTS**

## **TENDER SPECIFICATION and SCHEDULE OF WORKS**

**for**

### **FOOTBALL PAVILION**

**At**

**VICTORY PARK, CHURCH ROAD,  
CAINSCROSS, STROUD, GL5 4JE**

**for**

### **CAINSCROSS PARISH COUNCIL**

**UNIT 3 WESTFIELD OFFICE PARK  
KENN ROAD, CLEVEDON,  
BS21 6UA  
Tel: 01275 876054**

8008/WAC/kec  
November 2017

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MAIN SUMMARY

FORM OF TENDER

### APPENDICES

- A - Pre Construction Information
- B - Asbestos Refurbishment and Demolition Survey + Register
- C - Site Investigations Report
- D - Planning Permission and Building Regulations Approval
- E - Sub Contractor Warranty

## **SECTION NO 1 - INTRODUCTION**

### 1 General

- 1.1 The following is intended to provide a brief overview of the Contract and the Contractor is referred to the further detail included hereinafter

### 2 The Site

- 2.1 The site is the existing single storey football pavilion set on the edge of the Victory Park playing fields in Cainscross, Stroud

### 3 The Project

- 3.1 The existing building, which has an asbestos roof, is to be largely but not totally demolished and a new single storey pavilion constructed to provide two football changing rooms, a club room, offices for the Council and other supporting accommodation; external works are limited

### 4 Procurement

- 4.1 The Contract will be procured on a single stage competitive tender basis

### 5 The Contract

- 5.1 The Contract will be the JCT Intermediate Building Contract with contractor design 2011 incorporating all current amendments. Payment terms are amended to 28 days.

### 6 Design Team

- 6.1 The Employer (Cainscross Parish Council) has concluded their arrangements with the planning and design stage Consultants (Church Architectural who employed A Winterbotham and the Services Engineer direct)

- 6.2 The Employer has appointed the following Consultants for the tender process and construction phase

- 6.2.1 Chartered Architectural Technologist/Principal Designer - Brian Gay, 2 Clevedon Road, Flax Bourton, Bristol, BS48 1NL. Contact B Gay on email [briangay@btconnect.com](mailto:briangay@btconnect.com) and tel 01275 462575

- 6.2.2 Contract Administrator/Quantity Surveyor/CDM Advisor - Clark Associates, Unit 3, Westfield Business Park, Kenn Road, Clevedon, BS21 6UA. Contact W A Clark on email [will.clark@clark-associates.co.uk](mailto:will.clark@clark-associates.co.uk) and tel 01275 876054

- 6.2.3 Services Engineer – BJP Consulting Group, The Well House, Manor Courtyard, Stratton-on-the-Fosse, Bath, BA3 4QF. Contact R Taylor on email [richard.taylor@bjp-uk.com](mailto:richard.taylor@bjp-uk.com) and tel 01761 239193

### 7 Statutory Approvals

- 7.1 The Employer has obtained a detailed planning permission as included in the Appendices hereinafter and will discharge the planning conditions.

- 7.2 The Employer has obtained Building Regulations Full Plans Approval as included in the Appendices hereinafter from Gloucestershire Building Control Partnership and it is for the Contractor to arrange site visits via the Partnership and obtain their Final Certificate

- 8 Programme
- 8.1 Appoint Contractor - January 2018
- 8.2 Practical Completion - as stated on Form of Tender

**SECTION NO 2 – PRELIMINARIES AND GENERAL CONDITIONS OF CONTRACT**

1 General

1.1 The Preliminaries/General Conditions of Contract prepared by Church Architectural are included hereinafter (Pages 1/1 - 1/45)

1.2 The above mentioned are amended as follows

1.3 The Pre Construction Information is deemed included in the above/is included in the Appendices hereinafter

2 A11 Tender and Contract Documents

2.1 Site Visits (A11/250) – there are no particular arrangements required to visit the site unless an internal inspection is required; in such circumstances contact W A Clark of Clark Associates on tel 01275 876054 and/or email [will.clark@clark-associates.co.uk](mailto:will.clark@clark-associates.co.uk)

3 A12 The Site/Existing Buildings

3.1 The Contractor is to allow for a temporary footpath and/or haul route adjoining the site so as to segregate the public from his construction access; upon completion all surfaces are to be reinstated to the condition as at possession

3.2 The construction access must not impact on the existing trees/their root systems and hence temporary protection should be allowed for/reinstatement on completion as described above

4 A20 JCT Intermediate Building Contract (IC)

4.1 Delete A20/330 and add as follows

The Form of Contract, to be executed as a Deed under seal, will be that issued by the Joint Contracts Tribunal Intermediate Building Contract with contractors design 2011 incorporating all current Amendments. Payment terms are amended to 28 days.

A copy of the draft Form of Contract may be inspected at the offices of the Quantity Surveyor by prior arrangement. The Clauses are scheduled hereinafter but the Contractor must inspect the draft form for the full details of these clauses and he is to allow herein such sums as he may deem necessary for carrying out the obligations and services required therein.

**Articles of Agreement**

**Recitals**

First Recital the Works

Second Recital the Contractors Designed Portion

Third Recital the Contract Drawings

Fourth Recital the Employers Requirements

Fifth Recital the Priced Document – Pricing Option A

Sixth Recital the Contractors Proposals/the CDP Analysis

Seventh Recital the Employers Requirements/the Contractors Proposals/the CDP Analysis

Eighth Recital CIS Employers status

Ninth Recital the Information Release Schedule

Tenth Recital the CDM Regulations  
 Eleventh Recital the division of the Works  
 Twelfth Recital the Framework Agreement  
 Thirteenth Recital the Supplemental Provisions

**Articles**

Article 1 Contractors obligations  
 Article 2 Contract Sum  
 Article 3 Architect/ Contract Administrator  
 Article 4 Quantity Surveyor  
 Article 5 CDM Coordinator/Principal Designer  
 Article 6 Principal Contractor  
 Article 7 Adjudication  
 Article 8 Arbitration  
 Article 9 Legal proceedings  
 Article 10 Amendment 1: CDM Regulations - incorporation

**Contract Particulars**

**Part 1: General**

Clause etc	Subject	
Fourth Recital	Employer's Requirements	as included herein
Sixth Recital	Contractor's Proposals	to be submitted
Sixth Recital	CDP Analysis	to be submitted
Eight Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date is not a 'contractor' for the purposes of the CIS
Tenth Recital	CDM Regulations	the project is notifiable
Eleventh Recital	Description of Sections	not applicable
Twelfth Recital	Framework Agreement	not applicable
Thirteenth Recital and Schedule 5	Supplement Provisions	
	Collaborative working	Paragraph 1 applies
	Health and safety	Paragraph 2 applies
	Cost savings and value improvements	Paragraph 3 applies
	Sustainable development and	Paragraph 4 applies

environmental considerations

	Performance Indicators and monitoring	Paragraph 5 does not apply
	Notification and negotiation of disputes	Paragraph 6 applies Employers nominee TBA Contractors nominee TBA or such replacement as each Party may notify to the other from time to time
Article 8	Arbitration	Article 8 and clauses 9.3 to 9.8 (Arbitration) apply
1.1	Base Date	ten days before tender return date
1.1	CDM Planning Period	shall mean the period of two weeks ending on the Date of Possession
1.1	Date for Completion of the Works	as stated on Form of Tender
	Sections: Dates for Completion of Sections	not applicable
1.7	Addresses for service of notices by the Parties	Employer Contractor
2.4	Date of Possession of the site	to be agreed
	Sections: Dates of Possession of Sections	not applicable
2.5	Deferment of possession of the site	Clause 2.5 applies Maximum period of deferment (if less than 6 weeks) is 6 weeks
	Sections: deferment of possession of Sections	Clause 2.5 does not apply
2.23.2	Liquidated damages	at the rate of £2,000 per week or part thereof
	Sections: rate of liquidated damages for each Section	not applicable
2.29	Sections: Section Sums	not applicable
2.30	Rectification Period	12 months from the date of

		practical completion of the Works
	Sections: Rectification Periods	not applicable
2.34.3	Contractor's Designed Portion: limit of Contractor's liability for loss of use etc	£250,000
4.6	Advance payment	Clause 4.6 does not apply
4.6	Advance Payment Bond	An advance payment bond is not required
4.7.1	Interim payments – due dates	The first due date is: one month after the Date of Possession and thereafter the same date in each month or the nearest Business Day in that month
4.8.1	Interim payments – percentage value	
	Where the Works, or those works in a Section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is	95%
	Where the Works, or those works in a Section, have achieved practical completion, the percentage in respect of the completed works is	97½%
4.9.4	Listed Items – uniquely identified	delete
4.9.5	Listed Items – not uniquely identified	delete
4.15 and Schedule 4	Contribution, levy and tax fluctuations	delete
6.4.1.2	Contractor's insurance: injury to persons or property – insurance cover (for any one occurrence or series of occurrences arising out of one event)	£5,000,000
6.5.1	Insurance – liability of Employer	Insurance is not required
6.7 and Schedule 1	Insurance of the Works – Insurance Options	Schedule 1: Insurance Option A applies
6.7 and Schedule 1 Insurance Option A (paragraphs A1 and A3)	Percentage to cover professional fees	15%
6.7 and Schedule 1 Insurance Option A (paragraph A.3)	Annual renewal date of insurance	to be advised

6.10 and Schedule 1	Terrorism Cover – details of the required cover	Pool Re Cover is required
6.12	Joint Fire Code	The Joint Fire Code does not apply
	If the Joint Fire Code applies, state whether the insurer under Schedule 1, Insurance Option A, B or C (paragraph C.2) has specified that the Works are a ‘Large Project’	Not applicable
6.15	Joint Fire Code – amendments/ revisions	Not applicable
6.16	Contractors Designed Portion (CDP) Professional Indemnity insurance	
	Level of cover	Amount of indemnity required relates to claims or series of claims arising out of one event  and is  £250,000
	Cover for pollution and contamination claims	is not required
	Expiry of required period of CDP Professional Indemnity insurance is	12 years
8.9.2	Period of suspension	2 months
8.11.1.1 to 8.11.1.5	Period of suspension	2 months
9.2.1	Adjudication	
	Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)	The Adjudicator is the Chartered Institute of Arbitrators
9.4.1	Arbitration – appointor of Arbitrator (and of any replacement)	President or a Vice-President: Chartered Institute of Arbitrators

## **Part 2: Collateral Warranties**

### **Purchaser and Tenant Warranties**

**(A) Identity of Purchasers/Tenants in whose favour Collateral Warranties may be required – not required**

**(B) Contractor’s Warranties – Purchasers and Tenants – not required**

Funder Warranties

**(C) Identity of Funder – not applicable**

**(D) Collateral Warranties – Funder – not required**

Collateral Warranties from Sub-Contractors

(E) Warranties are required from Sub-Contractors as below

Sub-Contractors from whom Warranties are required	Type of warranty required from each Sub-Contractor	Level of Professional Indemnity insurance required
Roof trusses	SCWa/E	£100,000
Heating & Plumbing Installations	SCWa/E	£100,000
Electrical Installations	SCWa/E	£100,000

**Attestation**

**Executed as a Deed under seal by the Employer and the Contractor**

**Conditions:**

- Section 1 Definitions and Interpretation
- Section 2 Carrying out the Works
- Section 3 Control of the Works
- Section 4 Payment
- Section 5 Variations
- Section 6 Injury, Damage and Insurance
- Section 7 Assignment and Collateral Warranties
- Section 8 Termination
- Section 9 Settlement of Disputes

**Schedules**

- Schedule 1 Insurance Options
- Schedule 2 Named Sub Contractors
- Schedule 3 Forms of Bonds
- Schedule 4 Fluctuations Option – Contribution, levy and tax fluctuations
- Schedule 5 Supplemental Provisions

5 Collateral Warranties

5.1 The Contractor and Sub Contractors shall execute and deliver to the Employer Warranties as included in the Appendices hereinafter and as described below for the due performance of the

Works. The execution of the Sub Contractor Warranties will be a condition precedent to the payment for the relevant elements of the Works

5.2 Warranties from Sub Contractors with design responsibility and employed by the Contractor are to be provided in favour of the Employer

5.3 It is the Contractor's responsibility to obtain Warranties from the Sub Contractors noted hereinbefore

5.4 All Agreements/Sub Contracts between the Contractor and Sub Contractors shall be executed as a deed, copies of which are to be passed to the Employer and provisions of the appropriate Warranties detailed above shall be a condition of their employment

## 6 Parent Company Guarantee

6.1 If the Contractor is a subsidiary Company, the Contractor will be required before a Contract for this work is let, to obtain from the Parent Company a Guarantee for the due performance of the design, where appropriate, and construction of the Works and all obligations arising therefrom

## 7 Performance Bond

7.1 The Contractor will, upon the execution of this Contract, be required to enter into a Bond in the sum equivalent to 10% of the Contract Sum for the due fulfilment of the Contract in all respects in accordance with the Contract/through to issue of the Certificate of Practical Completion

7.2 The Contractor shall allow for and shall indicate in the space provided within the Summary, the amount of premium required for the arrangement of the Bond and shall also state the names of the proposed Sureties, Bank or Guarantee Assurance Society

7.3 The Employer may, at this discretion, cancel the requirement for a Bond. Should the Bond not be required, the full amount indicated within the Summary for the amount of the premium will be deducted from the tender.

7.4 The Bond shall be delivered and executed at the time of signing the Contract and this will be a condition precedent to any payment being made under the Contract.

## 8 A 54 Provisional Works/Items

8.1 Delete A54 Provisional Work/Items and refer/include as Section No 7

## 9 A55 Dayworks

9.1 Delete A55 Dayworks and add as follows

### Generally

9.2 Vouchers specifying the time daily spent upon the work (with the names of the workmen), the materials used and the plant employed in Dayworks shall be delivered to the CA weekly in accordance with the terms of Clause 13.5.4 of the Conditions of Contract

### Labour

9.3 Include the Provisional Sum of Nil for the cost of labour in Dayworks as defined in Section 3 Institution of Chartered Surveyors and the Building Employers Confederation

9.4 Add for incidental costs, overheads and profit as defined in Section 6 of the above named document

.....%

Materials and Goods

- 9.5 Include the Provisional Sum of Nil for the cost of materials and goods in Dayworks as defined by the Royal Institution of Chartered Surveyors and the Building Employers Confederation
- 9.6 Add for incidental costs, overheads and profit as defined in Section 6 of the above named document
- .....%

Plant

- 9.7 Include the Provisional Sum of Nil for the hire value of plant in Dayworks as defined in Section 5 of the Definition of Prime Cost of Daywork carried out under a Building Contract published by The Royal Institution of Chartered Surveyors and the Building Employers Confederation, the hire value to be calculated at the rates listed in the Schedule of Basic Plant Charges 4th revision 1 January 1990 by The Royal Institution of Chartered Surveyors
- 9.8 Add to the adjusted hire value for incidental costs, overheads and profit as defined in Section 6 of the above named document
- .....%
- 

- 9.9 The Contractor is to identify below the percentage additions required for any Dayworks which may be authorised/executed between Practical Completion and Certificate of Making Good Defects
- Labour .....%
- Materials and Goods .....%
- Plant .....%

### **SECTION NO 3 – ARCHITECTS DRAWINGS AND SPECIFICATION**

#### 1 Drawings

1.1 Church Architectural Drawing Nos 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23 and 24 and the Door and Sanitaryware Schedules are included hereinafter

1.2 A revision to Drawing Nos 14 and 15 is required for the addition of 2Nr floor drains as included hereinafter

#### 2 Specification

2.1 Church Architectural NBS Specification dated 14 February 2017 is included hereinafter

2.2 Brian Gay Tender Addendum in regard to the above mentioned NBS Specification is included hereinafter

2.3 The Asbestos Refurbishment and Demolition Survey + Register is included in the Appendices hereinafter.

#### **SECTION NO 4 – CIVIL/STRUCTURAL ENGINEERS DRAWINGS**

- 1 Drawings
- 1.1 A Winterbotham Ltd Drawings Nos 1064/01 and 02 are included hereinafter
- 1.2 The Site Investigation Report is included in the Appendices hereinafter

## **SECTION NO 5 – SERVICES ENGINEERS DRAWINGS AND SPECIFICATION**

- 1 Drawings
- 1.1 Church Architectural Drawing Nos 100, M001-005 inc and 6001, 6100 – 6105 inc are included hereinafter
- 2 Specification
- 2.1 The Mechanical and Electrical Specification Rev P1 dated 24 April 2017 is included hereinafter
- 2.2 Omit £10,000 Provisional Sum from Appendix C: Tender Breakdown and refer to Section No 7 hereinafter
- 2.3 BJP Consultancy Group Tender Addendum 1 dated September 2017 in regard to the above mentioned Mechanical and Electrical Specification is included hereinafter
- 2.4 It should be noted the existing water main also supplies the adjoining Bowling Club as shown on the drawings and is to be maintained at all times

## **SECTION NO 6 – SCHEDULE OF WORKS**

### 1 General

- 1.1 The Schedule of Works prepared by Church Architectural is included hereinafter (Pages 3/1 – 3/13)
- 1.2 In pricing the same, the Contractor is to allow for all works shown and/or which can be reasonably inferred from the drawings and documents etc together with the amendments and revisions noted herein/on other drawings and documents etc appended hereto and no claim will be entertained if any such items shown and/or referred to are not included by the Contractor

### 2 Clarifications

- 2.1 The Asbestos Survey (1.00) has been procured by the Employer and is included in the Appendices hereinafter
- 2.2 Although part of the building is to be retained/not demolished, the Works are not phased and the Contractor will have vacant possession of the whole at start on site (Protection 2.00)
- 2.3 The truss rafters (9.02) are the subject of Contractor/Sub Contractor design for which a Warranty is required to the benefit of the Employer as included in the Appendices hereinafter
- 2.4 The Electrical Services (16.00) are the subject of Contractor/Sub Contractor design for which a Warranty is required as described above
- 2.5 The Mechanical Services (17.00) are the subject of Contractor/Sub Contractor design for which a Warranty is required as described above

## **SECTION NO 7 - PROVISIONAL SUMS**

### Defined Provisional Sums

P.1	Testing of materials and goods (except as specifically described in the Specifications and Drawings) (five hundred pounds)	500.00
P.2	Samples (except as specifically described in the Specifications and Drawings) (five hundred pounds)	500.00
P.3	Site signboard (five hundred pounds)	500.00
P.4	Notice boards (one thousand, five hundred pounds)	1,500.00
P.5	Tea point fittings (two thousand pounds)	2,000.00
P.6	External gates to storage area (four thousand pounds)	4,000.00

### Provisional Sums for undefined work

P.7	Additional substructure work (two thousand, five hundred pounds)	2,500.00
P.8	Additional mechanical and electrical works (ten thousand pounds)	10,000.00
P.9	Additional site works (one thousand pounds)	1,000.00
P.10	Additional drainage works (two thousand, five hundred pounds)	2,500.00
P.11	Employers Contingency (twenty five thousand pounds)	25,000.00

**SCHEDULE OF WORKS**

**SECTION NO. 7 SUMMARY**

Provisional Sums

TOTAL CARRIED TO MAIN SUMMARY

£

**MAIN SUMMARY**

SECTION No 1 - INTRODUCTION

SECTION No 2 - PRELIMINARIES AND GENERAL CONDITIONS OF CONTRACT

SECTION No 3 - ARCHITECTS DRAWINGS AND SPECIFICATION

SECTION No 4 - CIVIL/STRUCTURAL ENGINEERS DRAWINGS

SECTION No 5 - SERVICES ENGINEERS DRAWINGS AND SPECIFICATION

SECTION No 6 - SCHEDULE OF WORKS

SECTION No 7 - PROVISIONAL SUMS

FIXED PRICE TOTAL CARRIED TO FORM OF TENDER

£

**FORM OF TENDER**

for: Football Pavilion

at: Victory Park, Church Road, Cainscross, Stroud, GL5 4JE

for: Cainscross Parish Council

**The Form of Tender should be returned to Cainscross Parish Council in an envelope only marked “Football Pavilion, Victory Park” by 12 noon on 11 December 2017**

1. We have perused the following documents:-
  - a. JCT Intermediate Building Contract with contractors design 2011 incorporating all current amendments
  - b. Specification and Schedule of Works
  - c. Drawing Nos as stated in the Specification and Schedule of Works/letter of invitation to tender
  - d. Specifications as stated in the Specification and Schedule of Works/letter of invitation to tender
  
2. We agree that the proper law of this Contract shall be English Law
  
3. We agree that, should obvious errors in pricing or errors in arithmetic be discovered in the completed Tender Specification submitted by us during consideration of this offer, then Alternative 2 of the Code of Procedure for Single Stage Selective Tendering will apply.
  
4. Subject to and in accordance with paragraph 2 and 3 above and the terms and conditions contained or referred to in the documents listed in paragraph 1, we offer to execute all the Works referred to in the aforementioned documents in consideration of payment by the Employer of the sum of (in words)
 

.....

.....(£.....)

plus VAT in accordance with the JCT Form of Contract
  
5. We undertake to commence works on .....2018 and complete and deliver the whole of the Works by ..... 2018
  
6. We confirm that we require the addition of .....% to the nett cost of any Variations and the adjustment of Provisional Sums during the Contract.
  
7. Unless and until a formal agreement is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding Contract. This tender remains open for acceptance for a period of ninety days from the date hereof and it remains binding upon us and may be accepted at any time before the expiry of that date
  
8. In submitting our tender we confirm that we have not and will not communicate to any person other than the person calling for this Contract the amount of our tender in accordance with any agreement or arrangement to communicate

**FORM OF TENDER (CONT'D)**

9. We understand that you are not bound to accept the lowest or any tender you may receive and you will not be responsible for any costs incurred in the preparation thereof

Signed .....

in the capacity of .....

Duly authorised to sign tenders for and on behalf of (in BLOCK CAPITALS)

.....

Postal Address .....

.....

Telephone Number .....

Email .....

Date .....