

## **A12 THE SITE / EXISTING BUILDINGS**

### **110 THE SITE**

- The site of the works is the existing property and courtyard areas.
- Contractor's storage will be restricted to the areas of the site as designated by the Architect.
- The existing vehicular and pedestrian accesses to the premises are to be preserved during the course of the contract.

### **120 EXISTING BUILDINGS ON / ADJACENT TO THE SITE**

- The Site is currently a Public Office
- Adjacent properties include a hotel & a retail unit

### **140 EXISTING MAINS / SERVICES**

- Electricity cables gas and water supplies serve the existing property
- Before commencing the works the Contractor must examine all areas on or over the site and be aware of all existing services and must report all findings to the CA.

### **200 ACCESS TO THE SITE**

Access to the site is via the yard entrance through an underpass and across the hotel car park. The site is very restricted in nature with the front entrance opening directly onto a narrow public footpath and a busy thoroughfare.

### **210 PARKING**

Parking of the Contractor and Employees' vehicles on site will not be possible; the contractor will be required to make alternative arrangements and travel plans to suit the restricted nature of the site. The contractor, prior to commencement of the contract, must consider this. The Contractor must liaise with police and/or Local Authority and other users in respect of deliveries to the site, waiting of vehicles and the like.

### **220 USE OF THE SITE**

Do not use the site for any purpose other than carrying out the Works.

### **230 SURROUNDING LAND / BUILDING USES**

The surrounding land uses are predominately commercial.

### **240 RISKS TO HEALTH AND SAFETY**

The nature and condition of the site cannot be fully and certainly ascertained before it is opened up. However the following risks are or may be present:-

- Power cables and gas supplies serve the existing building.
- An asbestos survey will be carried out by the Employer prior to commencement but the contractor and his operatives should be aware of the risk of unidentified asbestos when opening up the existing structure.

The accuracy and sufficiency of this information is not guaranteed by the Employer or the CA and the Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the Works. The Contractor must draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

**A12 THE SITE / EXISTING BUILDINGS (Cont'd)**

**280 SITE VISIT**

Before tendering, ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

The site may be visited only by appointment which must be made with the CA's office during normal working hours (telephone: 01502 723535).

**A13 DESCRIPTION OF THE WORK**

**120 THE WORK**

Briefly described, comprises:

- Alteration of the existing ground floor entrance area to provide an improved reception to the building.
- Demolition of a small area to the rear of the building.
- Reconfiguration of the existing access to the cellar from the rear courtyard with new access staircase.
- Replacement of the existing fire escape staircase serving the first floor meeting room area.
- Construction of a new extension to provide a tea point, new toilet facilities and a lift shaft.
- Installation of a new lift serving the first floor area and associated alterations to form a first floor lift lobby.
- Alterations to mechanical & electrical installations to suit revised layouts.
- Provision of new mechanical & electrical installations to extension.
- Replacement drainage system to the rear courtyard area.
- New paving to the courtyard.

**A20 THE CONTRACT**

**710 FORM OF CONTRACT**

JCT Intermediate Building Contract with Contractor's Design 2011 Edition Incorporating Amendment 1 (issued March 2015) with amendments (As included at Appendix B) and using supplements as stated hereinafter. Allow for the obligations, liabilities and services described in the clauses therein.

**ARTICLE 14**

Insert new article 14 – "This Agreement and the Conditions shall have effect as modified by the amendments set out in the attached Amendment 1: CDM Regulations,"

**2ND RECITAL**

The Works include the design and construction of: (the Contractor's Designed Portion)

- New fire escape staircase.
- Mechanical Installations.
- Electrical Installations.
- Lift installation.

**3RD RECITAL**

The drawings are appended to the Schedule of Works and are as noted under A120.

**4TH RECITAL**

The reference to the Bills of Quantities is to be deleted.

**5TH RECITAL**

Alternative A will apply; Alternative B will be deleted. Within Alternative A the references to Bills of Quantities will be deleted.

**9TH RECITAL**

The whole of the 9<sup>th</sup> Recital will be deleted.

**10<sup>TH</sup> RECITAL**

Delete 2007 and insert 2015

**11TH RECITAL**

The whole of the 11<sup>th</sup> Recital will be deleted.

**A20 THE CONTRACT**

**CONTRACT PARTICULARS:**

The Contract particulars will be completed as follows:-

**Fourth Recital**

The Employer's Requirements are the Schedule of Works, Drawings, Sequencing Plans and the Specifications.

**Sixth Recital**

The Contractor's Proposals are the Schedule of Works, Drawings, sequencing Plans and the Specification; supplemented with information provided by the Contractor, subsequently approved as meeting the Employer's Requirements, all as listed and included in the Contract Documents.

**Sixth Recital**

The Contractor Designed Portion Analysis is included in the Schedule of Works.

**A20** **THE CONTRACT (CONT'D)**

**Eighth Recital and Clause 4.4**

The Employer is not a 'contractor'

**Eleventh Recital**

The whole of the 11<sup>th</sup> Recital will be deleted.

**Article 8**

Applies

**Clause 1.1**

The base date	-	30 <sup>th</sup> March 2018
The Date for Completion	-	to be confirmed
Sectional completion dates	-	not applicable

**Clause 1.7**

The address for serving of notices will be that of the Architect.

**Clause 2.4**

The date of Possession	-	to be confirmed
Sectional Possession dates	-	not applicable

**Clause 2.5**

Deferment of possession	-	applies (6 weeks)
Sectional Deferment	-	not applicable

**Clause 2.23.2**

Liquidated Damages	-	£1,500 per week or part of a week
Sectional Damages	-	not applicable

**Clause 2.29**

Section sums	-	not applicable
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**Clause 2.30**

Rectification period	-	6 months
Sectional Rectification	-	not applicable

**Clause 2.34.3**

Contractor's liability for loss of use	-	£1,000,000.00
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**Clause 4.6**

Advance Payment	-	not required
Advance Payment Bond	-	not required

A20 **THE CONTRACT (CONT'D)**

**Clause 4.7.1**

First interim certificate - one month after possession  
Dates of interim certificates - monthly

**Clause 4.8.1 (prior to Practical Completion)**

Percentage of total value - 95%

**Clause 4.8.1 (after Practical Completion)**

Percentage of total value - 97.5%

**Clause 4.9.4**

Not applicable

**Clause 4.9.5**

Not applicable

**Clause 4.15 and Schedule 4**

Contribution Levy & Tax

Fluctuations -

Not applicable

Percentage addition -

Not applicable

**Clause 6.4.1.2**

Contractors Insurance - £5,000,000.00

**Clause 6.5.1**

Insurance "is not required"

**Clause 6.7 and Schedule 1**

Insurance of the Works -

Option A applies

Percentage to cover

Professional fees -

25%

Annual renewal date -

information to be provided  
by the Contractor prior to  
commencement of the Works

**Clause 6.12**

Joint Fire Code: -

does not apply.

Large Project -

not applicable

**Clause 6.15**

Cost of Compliance with

The Joint Fire Code -

not applicable

**Clause 6.15**

Contractor's Designed

Portion – Professional

Indemnity Insurance -

£1,000,000.00

**Clause 8.9.2**

Period of suspension -

2 months

**Clause 8.11.1.1 to 8.11.1.5**

Period of suspension -

2 months

**A20 THE CONTRACT (CONT'D)**

**Clause 9.2.1**

The Adjudicator is - Royal Institute of British Architects

**Clause 9.4.1**

The appointer of Arbitrator - Royal Institute of British Architects

**Part 2: Collateral Warranties**

Collateral Warranties from Sub-Contractors (E)

<u>Element</u>	<u>Type of Warranty</u>	<u>Level of PI</u>
1) Fire escape s/case -	SCWa/E -	£1,000,000.00
2) Mechanical inst'ns -	SCWa/E -	£1,000,000.00
3) Electrical Inst'ns -	SCWa/E -	£1,000,000.00
4) Lift installation -	SCWa/E -	£1,000,000.00

**Attestation**

**EXECUTION**

The Contract will be executed under hand