

Rural Car Park on Land Adjacent Oaken Lane, Codsall.

13007/LA/PS

March 2018

## CONDITIONS OF CONTRACT

### 1 - The scope of works

This tender is for the construction of 30 space car park at land on the corner of Chapel Lane and Station Road in Codsall. The Car Park will be accessed off Station Road and be constructed using no dig BODpave grass reinforced construction.

### 2 – Planning Conditions

The Contractor is to allow for supplying of details etc to cover all following Planning conditions 4, 6, 7, 8, 9,10,14,15,16,18 and 19 shown on attached Planning Approval.

### 3 - Form of contract

The form of contract will be JCT Minor Works Building Contract 2016 (latest edition) and all subsequent amendments. A copy may be requested from the Codsall Parish Council Clerk. All amendments, variations and deletions to the said contract for the purpose of this Agreement are set out in **Appendix I**.

### 4 - Contract documents

The contract documents shall comprise the Conditions of Contract, Specification of Works, the Form of Tender, attached appendices and drawings 13007/ 001, 002G, 003B and 004

All the contract documents shall be equally binding upon the Contractor, and the Contractor shall complete the works to the full meaning and intent of the contract documents and to the full satisfaction of the Contract Administrator.

### 5 - Submission of tenders

Tenders shall be submitted in an envelope. The name of the Contractor must not appear on the outside of any envelope. All envelopes must be clearly marked 'Tender – 'Rural Car Park'. The completed tender should be delivered to the Codsall Parish Council Clerk not later than 12 noon on 23<sup>rd</sup> May 2018. Such tenders shall hold good for not less than six months following the last day for receipt of tenders and thereafter until withdrawn in writing.

The total tender price should be submitted on the Form of Tender but the Contractor should also provide a separate sheet containing a detailed breakdown of the costs which should include all the items listed in Schedule of works.

#### 6 - Acceptance of tenders

Unless and until a formal agreement is executed the tender, together with our written acceptance thereof, shall constitute a binding contract between the Contractor and the Parish Council.

#### 7 - Method of tendering

The Parish Council will not automatically be selecting the tender based on the lowest price.

#### 8 - Value Added Tax

The Contractor must be a registered person for Value Added Tax purposes and be able to supply all necessary details in connection with the supplemental Value Added Tax agreement when claims for payment are made.

N.B. Contract clause 4.1 states that the contract sum shall be regarded as such sum exclusive of any VAT. Therefore tenders should be exclusive of any VAT.

#### 9 - Fluctuation

The tenders shall be 'fixed price' and no claim will be admitted in respect of variation in prices of material or labour for this contract.

#### 10 - Prevention of corruption

The Parish Council shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from the cancellation if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind of inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Parish Council or for showing or forbearing to show favour or disfavour to any person employed by him, on his behalf (whether with or without the knowledge of the Contractor), or if in relation to any contract with the Council the Contractor or any person employed by him or acting on his behalf shall have committed any offence under "THE PREVENTION OF CORRUPTION ACTS 1889 TO 1916" or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act of 1972.

### 11 - Site visit

The Contractor must visit the site prior to quoting and shall be deemed to have thoroughly acquainted and satisfied themselves as to the nature, extent and practicability of the works, the means of access and the method of execution, and to have allowed in their quote for any expenses which they may incur including Topographic and Geotechnical surveys. No reimbursement will be made for loss of expenses incurred by the Contractor in these respects.

### 12 - Obstruction and extraordinary traffic

The Contractor must be held liable for any complaints or actions consequent upon obstructing streets, roadways or footpaths by reason of the carrying out of this contract, also the claims for extraordinary wear and tear of roads and footpaths.

### 13 - Dimensions

Should the dimensions of any of the work found not be shown or specified, they will be settled by the Contract Administrator or a duly appointment representative.

### 14 - Payment and Retention

Payment will be made in monthly instalments to the Contractor twenty eight days from when the Contract Administrator has certified the works completed. 5% of the contract value will be retained until the end of the maintenance period, which shall be 12 months from practical completion. Only full completed works will be taken into account in calculating such payment. Completed works shall be the complete facility and everything attached thereto unless specifically indicated elsewhere in the Specification of Works. No payment will be made for materials in Contractor's store. The Contractor shall retain all accounts, vouchers and other documents relating to the contract until after the Employer's accounts have been audited and shall be made available to the Employer's Treasurer on request.

Under the terms of the Construction Industry Scheme in force from 1st August 1999, you must provide Codsall Parish Council, with a copy of your Contractors UTR document. Failure to provide such documentation will result in payment being withheld until such documentation is produced.

### 15 - Use the Sub-Contractors

It is recognised that parts of the works could be sub-let to other persons and it is essential that the list of Sub-Contractors (**Appendix II**) be completed and returned as part of the tender documents.

#### 16 - Supervision

The works shall be carried out under the supervision of the Contract Administrator or a duly appointed representative who shall have access to stores and premises used for the time being for the purpose of this contract.

#### 17 - Safety and Welfare at Work Act

The Contractor shall comply with all requirements and obligations of the Health and Safety at Work etc Act 1974, the CDM 2007 regulations and all other statutes, orders, regulations and common law concerning the health and safety and welfare of the employees and persons visiting the site of the works during the carrying out of the contract. The Contractor shall ensure that all measures and regulations are complied with by all workpeople including Sub-Contractors.

The Contractor will be required to complete a Risk Assessment which is to be submitted in conjunction with the Contractor's Health and Safety Policy. An electronic copy will be acceptable.

#### 18 - Foreman

The Contractor shall keep a foreman on the works constantly who shall not be discharged or replaced without the written consent of the Contract Administrator. Such foreman shall represent the Contractor in all matters and instructions given to him shall be considered to have been given to the Contractor.

#### 19 - Insurance etc. of Operatives

The Contractor shall allow for all payments due from him under the National Insurance Acts and any amendments thereto, during the execution of the works and for all his costs and expenses incurred in connection with the same.

#### 20 - Insurance

The Contractor shall maintain such insurance's as are necessary to cover his liabilities and as required under the Form of Contract. The Contractor shall produce the policies and receipts for any of the insurance to the Contract Administrator or the Parish Clerk upon request.

#### 21 - Care of works

The Contractor shall keep all persons employed by them under control and ensure that no nuisance is created by their employees. The Contractor shall comply with all regulations in respect of the control of noise, pollution and all other statutory obligations.

## 22 - Employees

The Contractor shall employ only tradesmen, apprentices and other labour who are adequately trained and skilled in carrying out the works comprising this contract.

## 23 - Overtime

Any work needed to be executed outside normal working hours must be done with the written consent of the Contract Administrator and should overtime be so consented to, no extra payment will be admissible.

## 24 - Plant, Transport, Tools etc

The Contractor shall provide all tackle, temporary security fencing, scaffolding, ladders, plant, storage shed and warning notices/lights necessary for the proper execution of the works and maintain them as necessary. The Contractor shall allow for all the costs in connection with the transport of workpeople.

## 25 - Incentives

The Contractor shall allow for all costs arising from payments to operatives under the terms of any bonus scheme and the "Annual and Public Holidays with Pay Scheme".

## 26 - Amenities

The Contractor shall provide store sheds, office, mess hut, toilet and all amenities in accordance with the Code of Welfare Conditions for the Building Industry and maintain them.

## 27 - Removing rubbish and cleaning

The Contractor is to allow for removing all rubbish and debris and cleaning the works as required during the contract and at completion of the works, to the complete satisfaction of the Contract Administrator.

The Contractor shall clean the site thoroughly and leave it in perfect order for use at completion.

All areas external to the works shall be kept tidy and all paths and roads swept and left clean.

## 28 - Protection from weather

The Contractor shall allow for taking all necessary precautions to protect the works, at whenever stage, from inclement weather.

### 29 - Commencement

Date of commencement shall be deemed to be not more than 3 weeks from the date of the notification of acceptance of the tender. The successful Contractor is required to notify the Contract Administrator not less than seven days before intended commencement of the work.

### 30 - Statutory Authorities, Public Utilities etc

The Contractor shall give all notice and pay all fees as necessary to Local Authorities and Public Undertakings including such as have been privatised and allow for attendance and co-ordinating the operations of the various service authorities.

The Contractor is to take all measures required by all Public or Statutory Authorities including such as have been privatised for the full protection and support of their mains, pipes, cables, services or other apparatus during the progress of the work and afford facilities for the property accredited agents of such Authorities for access to their apparatus situated on or under the site of the works as may be necessary for the laying, repairing, maintaining, removing or inspecting or for any other purpose.

### 31 - Safeguarding the works

The Contractor is to take all necessary precautions to safeguard the works, materials and plant against damage and theft however caused and shall be responsible and liable for and make good any such damage.

### 32 - Code of Practice and Standards

Where applicable all work and material shall comply as a minimum to current British or European Standards and Codes of Practice as issued by the British Standards Institution and the European Committee for standardisation.

### 33 - Restrictive Practices

No competitive tender shall be considered unless the Contractor shall have made a declaration that he is not following and will not follow in connection with the tender submitted the under-mentioned practices or either of them, that is to say:

- (a) Communication to a person, other than to the person calling for tenders, the amount of any proposed tender in accordance with any agreement or arrangement so to communicate
- (b) Adjusting the amount of any proposed tender in accordance with any agreements or arrangements between the proposed Contractor and any other person than the person calling for tenders.

### 34 - Contingencies

A contingency sum of £10,00.00 is to be included in the tender sum and this will be deducted from the final contract valuation and will be paid to the Contractor only, in whole or part, if Codsall Parish Council agree in writing to any additional work.

# SPECIFICATION OF WORKS

## 1 - General

This tender is for the construction of 30 space car park at land on the corner of Chapel Lane and Station Road in Codsall. The Car Park will be accessed off Station Road and be constructed using no dig Bodpave grass reinforced construction.

The location is shown on Drawing 13007/ 001.

The Parish Council requires the construction of the works shows and described on the enclosed drawings 13007/ 002G, 003B and 004

All dimensions are/shall be in metric unless otherwise stated.

## 2 – The Design and Drawings

The design will be based on the information supplied in this tender package.

## 3 – Risk Assessment and Method Statement

Codsall Parish Council ('The Employer') is required by the CDM 2015 regulations to advise Contractors of all 'significant risks' involved in the contacted work. The client is to appoint a principle designer. All existing information and residual risks will be set out in the pre construction information plan to be issued by principle designer.

A fully developed method statement is to be submitted before the works commence, showing how the Contractor intends to proceed with the operations necessary for the delivery of the works. This statement will clearly indicate the Contractor's choice of method for dealing with each element of the works, detailing where applicable, indicating alternatives considered and explaining how the work is to be undertaken safely.

## 4 – Protection of the General Public and adjacent areas

The Contractor will take all necessary precautions to protect the integrity of the site and adjoining paths, streams and properties.

The Contractor will further ensure that the public can still safely use those areas of the site not subject to the works under this contract, at all times of the day. However, the public **must not** have access to any of the Contractor's items and materials being used as part of the contract.

The Contractor shall safeguard the works with temporary barricading of a "Heras" type of at least 2 metres in height. The fence panels shall be constructed so that they deter

climbing and will be anchored into freestanding concrete/rubber blocks, the panels locked to prevent unauthorised access. This shall be erected prior to the commencement of any other operations and be maintained throughout the contract period so as to be fit for purpose described above. It shall be removed from the site following completion of all works including ground reinstatements.

## 5 – The Works

### *Groundworks and Materials*

The Contractor will make allowance within his tender for minor re-grading works to ensure the car park follow an even line and level, and that after rainfall there is no risk standing water on any area of the development.

Excavated materials shall be re-used on site to infill any localised dips or hollows in the new car park area and access road to ensure that there is no water "ponding" on any of the completed works. It is possible that any surplus topsoil may be used to create a low level mound for the central feature with a maximum height of 1.0 metres.

### *Ground reinstatements*

The Contractor will be responsible for restoring any ground which is damaged as a result of undertaking the works or accessing the site.

The Contractor shall minimise this damage by taking precautions such as using shortest access routes, not driving vehicles on site unless unnecessary, using boards or tank tracks to protect grass if conditions are wet and general site cleanliness.

The Contractor will also be responsible for linking the edges of the facility evenly back into the surrounding grass levels.

All damaged grass areas must be surface levelled to an even grade adding good quality topsoil where necessary and re-turfed.

These works must be carried out in full in accordance with BS 4428 – General Landscape Operations and will encompass good horticultural practice.

The Contractor will estimate the area of ground likely to be damaged and include a cost in the tender for turfing/ re-seeding these areas.

Upon completion of ground reinstatements the site must be in a suitable condition for the public to commence use of the facility.

### *Practical Completion*

Upon completion of all the installation works the Contractor shall inform the Contract Administrator and a joint inspection of the site will be made.

The Contract Administrator, if satisfied, will declare the works practically complete.

The protective fencing around the site shall then be dismantled and removed from the site.

### *References*

The names, addresses and telephone numbers of 3 previous employers who have used the Contractor to construct similar works are to be provided. Please submit details of Clients you have completed works for within the last 12 months.

**TENDER SUBMISSIONS MUST INCLUDE ALL THE DOCUMENTS REQUESTED IN THE CONDITIONS OF CONTRACT AND THE SPECIFICATION OF THE WORKS.**

## APPENDIX I

### Amendments to JCT Agreement

Amendments to JCT Agreement shall be as follows:-

	<u>Clause</u>	
Date for Commencement of the works.	2.2	3 weeks from acceptance of tender or such other period as determined by the Employer.
Date for completion.	2.2	Maximum of 6 weeks from date of possession of the site.
Liquidated damages.	2.8	At the rate of £150 per week.
Rectification period.	2.10	12 Months
Percentage of the total value of works etc.	4.3	N/A
Percentage of the total amount to be paid to the Contractor.	4.5	95%
Supply of documentation for computation of amount to be finally certified.	4.8.1	6 months
Fluctuations option	4.11	N/A Fixed price contract
Percentage to cover professional fees.	5.4A.1 & 5.4B.1.2	Nil.
Contractors Insurance cover: For any one occurrence or a series of occurrences arising out of one event.	5.3.2	£5,000000.00

## **APPENDIX II**

### Schedule of Proposed Sub-Contractors

Operation	Sub-Contractor (Name, Address & Tel. No)

**CODSALL PARISH COUNCIL**

**FORM OF TENDER**

Rural Car Park on Land Adjacent Oaken Lane, Codsall.

13007/LA/PS

To: Codsall Parish Council

The Parish Council Offices

Station Road

Codsall

Staffordshire

WV8 1BY

For the attention of : The Parish Council Clerk

We : .....herby offer to undertake, complete and deliver the whole of the works described in the Tender Document for the FIXED PRICE SUM OF:

£.....(Including £10,000.00 Contingency)

(amount in words) .....

.....and .....pence.

Excluding Value Added Tax

**ALTERNATIVE QUOTATION FOR PERIMETER GRASS BUND IN LIEU OF TRIP RAIL**

We : .....herby offer to undertake, complete and deliver the whole of the works described in the Tender Document for the FIXED PRICE SUM OF:

£.....(Including £10,000.00 Contingency)

(amount in words) .....

.....and .....pence.

Excluding Value Added Tax.

We confirm that we have read all of the Conditions of Contract, Specification of works, Appendices and Drawings and are satisfied as to our abilities and experience to satisfy the requirements of the Contract Documents.

We understand that you are not bound to accept this or any tender.

We agree to carry out all the works as specified in this Contract Document.

Signed: .....

Position: .....

Date: .....

TO BE RETURNED NO LATER THAN 12 noon 23<sup>rd</sup> May 2018