

PRELIMINARIES
FOR THE CONSTRUCTION OF A
STORE BUILDING
AT
BROOK WAY ACTIVITY CENTRE
BROOK WAY
BRADLEY STOKE
BS32 9DA

Head Roberts & Associates
No 1 Station Terrace
Shawford
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Hants SO21 2BN
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November 2022
4418/11/AR

PRELIMINARIES

NOTE: ALL APPLICABLE ITEMS ARE TO BE PRICED SEPARATELY AND CARRIED FORWARD TO THE TENDER SUMMARY SHEET

1.0 PARTIES

- 1.1 Employer
Bradley Stoke Town Council
The Jubilee Centre
Savages Wood Road, Bradley Stoke
BS32 8HL
- 1.2 Project Managers and CDM
Principal Designers
Head, Roberts & Associates
No 1 Station Terrace
Shawford
Winchester
Hants,
SO21 2BN
711111
Tel: 01962

2.0 LOCATION OF SITE

- 2.1 The site is located to the rear of the Brook Way Activity Centre

3.0 DESCRIPTION OF WORKS

- 3.1 The construction of a new storage building, sub-divided equally by an internal block wall

4.0 POSSESSION OF SITE

- 4.1 The Contractor will be given possession of the site on 10th July 2023 for twelve weeks
- 4.2 Upon the date of commencement of the period of Contract, the Employer shall afford possession of areas of the site to the Contractor for the sole purpose of the works but such possession shall not be exclusive to the Contractor but only such as shall enable him to carry out the Works. Employees of the client, the Project Managers and other personnel authorised by the Employer shall have freedom of access to the site provided that such access shall not (save in emergency) interfere materially with the programme of the works and that the Contractor shall be given such reasonable notice (save in emergency) as circumstances permit.
- Access to all adjacent properties shall be always maintained.
- 4.3 The Contractor shall not allow his or any other workmen to trespass onto the adjacent properties outside the Contractor's site and shall ensure that his operatives are confined to the areas and access routes in his possession or as agreed mutually with the Project Managers.
- 4.4 The Contractor is responsible for the security of the site areas during the contract period.

5.0 DESCRIPTION OF THE SITE

- 5.1 The site is clear of all permanent structures but the temporary cabins and trees/tree roots will have to be removed from site.

6.0 HEALTH & SAFETY

- 6.1 Allow for providing Health & Safety facilities for all work people employed on the works in accordance with the Health & Safety at Work Act 1974 and all other current Acts of Parliament, by-laws, trade agreements and the like.
- 6.2 The Contractor shall also be aware that the Employer's premises are subject to its own safety policy, a copy of which is appended to the Schedule of Works. The Contractor may not contravene any of these regulations and is advised that the Employer's staff are empowered to enforce compliance with them.
- 6.3 Comply with current enactments, regulations and working rules relating to safety, health and welfare of workpeople. Particular attention is drawn to the following statutes: -

The Health and Safety at Works Act 1974

The Construction (General Provisions) Regulations

The Construction (Health, Safety and Welfare) Regulations 1996

The Construction (Lifting Operations) Regulations 1961

The Construction (Working Places) Regulations 1966

- 6.4 The Contractor shall comply with the following provisions in addition to any other requirements of the Contract concerning health and safety and nothing in these provisions shall derogate from the obligations of the Contractor to comply with his statutory responsibilities insofar as they relate to the Works.
- a) The Contractor shall in relation to all persons affected or likely to be affected by the execution of the Works take such steps as are reasonably practicable to ensure their health and safety.
 - b) The Contractor shall use the best practicable means to prevent noxious or offensive emissions while in the course of executing the Works and shall render harmless and inoffensive such emissions that cannot be prevented.
 - c) The Contractor shall carry out such tests and examinations of equipment, plant and materials as may be necessary to ensure the health and safety of anyone who is likely to come into contact with or otherwise be affected by the use of such items.
 - d) The Contractor shall give the Employer reasonable notice in writing prior to the delivery to the Works of anything which is toxic or explosive or otherwise hazardous to the health and safety of persons or property. The notice shall identify the hazard(s) and give full details of the precaution to be taken when using, handling or otherwise coming into contact with such thing together with details of the safe manner of use, handling, transport and storage. The Contractor shall also ensure that at the time of delivery every such thing is suitably packed and is identified on

the outside as hazardous.

- e) The Contractor shall make available for inspection to the Employer at all times all registers, records and any other documentation concerning health and safety matters and relating to the Works.
- f) The Contractor shall send to the Employer a copy of every notice or other communication received from or sent to any person or body concerning health and safety matters and relating to the Works.
- g) The Contractor shall comply with the Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991 and shall provide either a copy of the Certificate of Registration or proof of application or intended application for registration.
- h) The Contractor shall also ensure that all and any operative used in the Works to whom these regulations would apply are registered or have or are intending to make application for registration.

6.5 Principal Contractor

- a) The contractor will be appointed as Principal Contractor under the CDM Regulations.
- b) The Principal Contractor shall develop the Safety Plan which accompanies these tender documents to incorporate submissions from sub-contractors.
- c) The Principal Contractor shall maintain an accident book, upon which all occurrences on site which lead to accidents or could have lead to accidents, shall be recorded.
- d) The contract works will not be permitted to start until the Health & Safety Plan is approved by the CDM Principal Designer.
- e) The Contractor shall allow for all resources necessary to comply with the requirements of the Construction (Design and Management) Regulations 1994.
- f) Provide with the tender a company Health & Safety document.
- g) The Health & Safety plan as prepared by the CDM Principal Designer is appended to this document. The Contractor shall take due account of the information contained therein, in the preparation of his method statement and computation of his tender sum.
- h) The Contractor shall ensure that all personnel within his control observe the rules of the safety plan.
- i) The Contractor shall identify the hazards that may arise in the works, assess the risks associated with the hazards and incorporate these within the safety plan.
- j) The Contractor shall provide as requested, any certification required in respect of maintenance checks on equipment and machinery and certificates of competence for the operation of site vehicles and equipment.

- k) The Principal Contractor will have the responsibility for ensuring safe working procedures are followed on site at all times. Any contractor who is found not complying, will be given one verbal caution and one written caution, after which continued non-compliance will result in termination of the contract.
- l) The Contractor will be required to forward to the CDM Principal Designer, prior to receipt of an order to proceed with the works, a safety method statement which will be subject to vetting and approval.

7.0 ACCESS, PARKING AND STORAGE OF MATERIALS

- 7.1 The Contractors' access to the works will be the macadam pathway, off the Brook Way Activity Centre car park
- 7.2 The Contractor shall be responsible for discussing and agreeing any special access arrangements with the local authority and police as appropriate.
- 7.3 Storage of all materials must be contained within the site area.

8.0 SITE CONDITIONS

- 8.1 Site working hours are restricted to 8am – 6pm
- 8.2 The Contractor shall prepare and agree a photographic schedule of condition of areas adjacent to the Contractor's site.

9.0 DEMOLITION WORKS

- 9.1 If relevant, under the conditions of the Construction (Design and Management) Regulations 1994 (CDM), the Contractor shall notify the Health & Safety Executive of his intention to commence any demolition work.
- 9.2 Demolition works shall only be undertaken between the hours of 9am and 6pm Monday to Saturday inclusive. No demolition works shall be carried out outside of these hours or on Sundays and Bank Holidays

10.0 ADJACENT BUILDINGS

- 10.1 The Contractor shall take due care of adjoining structures and no excavation shall be carried out which would compromise the structural stability of same.

11.0 TEMPORARY PROTECTION

- 11.1 The Contractor shall allow for any temporary protection which the Contractor feels is necessary to enable the works to proceed with safety and without damage to adjacent structures and finishes.

12.0 DRAWINGS AND DIMENSIONS

- 12.1 The tender drawings accompanying this document are as follows:

All as listed in the Schedule of Tender Documentation

- 12.2 Contract drawings will be those issued with the tender documents.

- 12.3 Before any work is commenced by Sub-Contractors or Specialists, dimensions must be checked and agreed with the Contractor irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of the dimensions so taken and agreed.
- 12.4 Maintenance Instructions and Guarantees are to be provided by product and equipment manufacturers to be handed over to the Project Managers on or before practical completion. Notify Project Managers of telephone numbers for emergency services by sub-contractors.

13.0 TENDERS

- 13.1 The Contractor is to inspect the drawings and visit the site to make themselves fully acquainted by their own independent observations and enquiries as to the nature, extent and practicability of the works, means of access, storage room for materials, the positions relative thereto of exposed works, buildings, structures, underground services and all other points which can in any way affect the prices inserted in this Specification. Any dimensions or quantities given in this Specification are approximate only the onus is upon the Contractor to measure such accurate dimensions and quantities as they deem necessary. Any monetary or other claim made by the Contractor on the ground of want of knowledge of any of the aforesaid matters or things will not be entertained by the Employer. All works are to be priced including any noted on the drawings and not referred to in this Specification or vice versa.
- 13.2 No provisional sums included by the Contractor will be entertained, other than those included within this Specification. The Contractor is to fully price all items in the schedule of works.
- 13.3 The Contractor's tender is to be provided free of charge. The tender shall be submitted on the form attached to this Specification on or before the time and date shown thereon. The tender is to be prepared on a Fixed Price basis and shall remain open for consideration for 90 days after submission.
- 13.4 Itemised prices shall be inclusive of overheads and profit.
- 13.5 The Contractor shall state the percentage sums to be added for his attendance, overheads and profit for Named Sub-Contractor's works for which sums have been allowed
- 13.6 The Contractor shall exclude from his tender figure any charges whatsoever in connection with Value Added Tax. All costs incurred by the Contractor due to the said tax will be met by the Employer as and when they occur in accordance with Conditions of Contract applicable.
- 13.7 An appointment to visit the site may be arranged via the client, Philip Francis Bradley Stoke Town Council Tel: 01454 205020 Email: philip.francis@btadleystoke.gov.uk

14.0 CONDITIONS OF CONTRACT

- 14.1 A purchase order will be issued by the Client. The works will be undertaken under the JCT Minor Building Works Contract with Contractors Design 2016.

Defects Liability

- 14.2 Any defects which appear within 12 months of the completion date of the Contract and can be attributed to defective materials or workmanship shall be made good by the Contractor entirely at his own cost.

Payments/Valuations

- 14.3 Applications for payment should be made to the Project Managers accompanied by a VAT invoice with any evidence of tax exemption. Valuations shall be submitted at monthly intervals or on satisfactory completion of the work. Payment will be made within 28 days of receipt of the valuation.
- 14.4 A retention of 5% will be held on each valuation until Practical Completion and 2½% until the end of the Defects Liability Period.

Insurance

- 14.5 The Contractor must maintain Public Liability Insurance Indemnity of £1,000,000 arising from any occurrence or series of occurrences including any damage to the existing building. Proof of this insurance will be required prior to commencement of works.

Variations

- 14.6 Only instructions signed and issued by the Project Managers will authorise adjustments to the Contract sum.

Final Account

- 14.7 A final account shall be issued to the Project Managers within 1 month of completion and shall include all variations.

Damages for Non-Completion

- 14.8 £1,500 per week or part thereof.

15.0 OVERTIME WORKING AND BONUS PAYMENTS

- 15.1 The Contractor will be permitted to carry out the works during normal working hours, evenings, and weekends to ensure the whole of the works is completed during the contract period. All overtime costs must be included in the tender figure. No extra payment will be allowed in respect of overtime working.

16.0 DAYWORKS

- 16.1 Generally, work on a daywork basis is not permissible and no work is to be carried out on this basis unless with the prior agreement of the Project Managers in writing, and in accordance with the provision of the Contract.

17.0 CONTROL OF TIME

- 17.1 Prepare in an approved form a programme chart for the Works, including the work of Sub-Contractors, and other work concurrent with the contract. Submit two copies of the programme to the Project Managers within 48 hours of request and keep one copy in the site office.
- 17.2 The submission of programmes will not relieve the Contractor of his responsibility to apply in writing for instructions, drawings etc. in accordance with the Conditions of Contract.
- 17.3 Record progress on a copy of the programme kept on site. Update or redraft without delay if any circumstances arise which affect the progress of the Works and submit copies of all revisions to the Project Managers.
- 17.4 Give the Project Managers at least four weeks' notice of the anticipated dates of practical completion of the whole or parts of the Works.

18.0 EXECUTION OF WORKS

- 18.1 Drawings and a Schedule of Works will be issued to the Contractor in pdf format.
- 18.2 The Contractor is to provide everything necessary for the proper execution of the works, together with all requisite tools, tackle, plant, sheds, scaffolding, hoists, machinery and transport, also all fans, screens, tarpaulins, drop sheets, temporary coverings and any other temporary or preparatory work or plant required by the Contractor or any domestic Sub-Contractor for the expeditious execution and completion of the works and the adequate protection of the premises and safeguarding of users of the building.
- 18.3 All materials used are to be current British Standards where applicable and all workmanship carried out to relevant Code of Practice. Notwithstanding the foregoing, all work is to be carried out to recognised good building practices.
- 18.4 Any information not included within the specification or drawings is to be obtained by the Main Contractor before commencing work on site.
- 18.5 Keep an accurate record of daily maximum and minimum air temperature (including overnight). Number of hours per day in which work is prevented by inclement weather.
- 18.6 Use all reasonable and approved building aids and methods to prevent or minimize delays during adverse weather conditions.
- 18.7 Working hours will be unrestricted at the Project Managers' discretion. If the Contractor is required to work outside normal working hours, he will be required to make prior arrangements to do so through the Project Managers.
- 18.8 During failing light, building operations may be extended by provision of artificial lighting to extend working hours. Such lighting will be at his own expense and no extension of time allowance will be made for failure to do so.
- 18.9 The Contractor is to arrange all deliveries of materials and goods, including those of sub-contractors, to avoid congestion on site.

19.0 SUPERVISION

- 19.1 The Contractor shall nominate a full time, suitably qualified person to supervise the works during all working hours to whom instructions may be given by authorized personnel.
- 19.2 The Contractor shall accept responsibility for co-ordination, supervision, and administration of the Works, including all sub-contracts. Arrange and monitor a programme with each subcontractor, supplier, local authority, and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work.

20.0 ATTENDANCE UPON DOMESTIC SUB-CONTRACTORS

- 20.1 The Contractor shall agree means of access, use of site facilities, working areas and areas for material storage with all Sub-Contractors.
- 20.2 WC's and messing facilities and all other safety, health and welfare facilities in accordance with the Health and Safety at Work Act 1974 shall be provided by the Contractor.

21.0 ATTENDANCE UPON OTHERS EMPLOYED DIRECT

- 21.1 The Contractor will be required to provide general attendance on work by persons employed or engaged directly by the Employer comprising:
- a) Use of Mess rooms, sanitary accommodation, and welfare facilities
 - b) Storage of plant and materials
 - c) Power, light and water (off the client's statutory supplies)
 - d) Clearing away rubbish.
- 21.2 The Contractor must accept responsibility for co-ordination and supervision of work by persons employed or engaged directly by the client to suit his programme.

22.0 PROTECTION OF SERVICES AND SURFACINGS

- 22.1 The Contractor shall strengthen, cover, and support as necessary, for the passage of vehicular traffic or loads all drawings, manholes, pipe ducts and the like, and in the event of damage thereto will be held responsible for the repair, renewal, or replacement thereof to the satisfaction of the Project Managers. On completion of the works, the Contractor shall clear away all such covers, supports and the like and leave that part of the site of the works affected clean and at proper levels.

23.0 TEMPORARY SUPPLIES FROM EXISTING SERVICES

- 23.1 The Contractor will be responsible for determining the exact position and levels of all existing services on the site prior to commencement of the Works and for marking such positions and protecting existing services throughout the duration of the contract as any damage to the existing services will be made good by the Contractor at his own cost as directed by the Project Managers.

- 23.2 The Contractor is to provide all necessary temporary electric lighting and power installations required for the execution of the works under this contract and for servicing his own temporary accommodation. The contractor should allow for suitable generators and power provision for the length of the contract.
- 23.3 The Contractor shall note that available supplies will be 240 volts and is to allow for portable transformers to reduce supplies in working areas to 110 volts, and shall allow for provision of trailing leads, RCD's and the like.
- 23.4 Where charges for service supplies need to be apportioned ensure that meter readings are taken by relevant authority at possession and/or completion as appropriate. Ensure that copies of readings are supplied to interested parties.

24.0 SITE RESTRICTIONS

- 24.1 Carry out the Works without undue inconvenience and nuisance to neighbours and without damage to occupants and users. Trenches to be backfilled as quickly as possible, paved areas always kept clean or rubbish and scaffolding taken down as quickly as practicable. The fire escape routes are to be kept clean and well-lit at all times.

25.0 ADVERTISING

- 25.1 No advertising or signs other than a single portable board of maximum size 1200 x 600mm carrying the name and address of the Contractor will be allowed. The Contractor's sign will be positioned entirely at the discretion of the Project Managers.

26.0 INSURANCES

- 26.1 Effect and maintain with approved offices an insurance in respect of Injury to Persons and Property and Employee's Liability.
- 26.2 Before working on site submit to the Employer (through the Project Managers) documentary evidence and/or policies and receipts for insurances which are required to be taken out by Contractor.
- 26.3 If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer (through the Project Managers) and the Insurers. Indemnify the Employer against loss which may be caused by the Contractors failure to give such notice.

27.0 FEES AND CHARGES PAYABLE TO LOCAL AUTHORITY

- 27.1 Allow for all costs and charges incurred in complying with the giving of notices and payments of fees to obtain the necessary licenses required by law, policy, or statutory requirements.

28.0 SAMPLES

- 28.1 The Contractor may, from time to time, be called upon to supply samples of various materials, goods and workmanship.

29.0 REMOVAL OF RUBBISH

- 29.1 Provide skips as necessary for removal of rubbish. The Contractor must ensure that the skip is screened to prevent damage/injury to persons or property and must be covered to prevent dispersal of rubbish.
- 29.2 The Contractor is to allow for always keeping the works clear of rubbish during the execution of the Contract. Remove from time to time all debris and surplus materials and protective casings and coverings, which must not be allowed to accumulate.

30.0 COMPLETION/MAKING GOOD DEFECTS

- 30.1 Defects in existing work to be reported to the Project Managers without delay. Obtain instructions before proceeding with work which may:
- a) cover up or otherwise hinder access to the defective construction, or
 - b) be rendered abortive by the carrying out of remedial work.
- 30.2 Make good all damage consequent upon the work.
- 30.3 Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.
- 30.4 Clean the works thoroughly inside and out, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work.
- 30.5 Cleaning:
- a) Cleaning materials and methods to be as recommended by manufacturer or product being cleaned.
 - b) In the absence of such recommendations cleaning materials and methods to be approved by the Project Managers.
- 30.6 Touch up minor faults in newly painted/repainted work, carefully matching colour and brushing edges. Repair badly marked areas back to suitable breaks or junctions.
- 30.7 Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances and controls.
- 30.8 Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer receipt.
- 30.9 Make arrangements with the employer and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform the Project Managers when remedial works to the various parts of the Works are completed.

31.0 CLEANING THE WORKS ON COMPLETION

- 31.1 Allow for cleaning down all work including cleaning all glass and leave the whole of the works clean, clear and sound, to include a deep clean, and to the satisfaction of the Project Managers on the completion of the works.

32.0 TEMPORARY FENCING, HOARDINGS & PROTECTION

- 32.1 The Contractor shall ensure that the site is always secured, especially at night and weekends when they are not present.
- 32.2 Allow for providing temporary fencing, hoardings, screens, fans, planked footways, guardrails, gantries and the like, as may be necessary, and these shall be provided to the satisfaction of the Project Managers.
- 32.3 The Contractor shall safeguard the works, materials and plant against damage and theft, and indemnify the Employer against loss.
- 32.4 The Contractor shall make allowance for any materials required to define temporary footways within the carriageway.
- 32.5 Prevent work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent:
- a) Blistering and failure of adhesion
 - b) Damage due to trapped moisture
 - c) Excessive movement

33.0 CONTROL OF NOISE, POLLUTION AND ALL OTHER STATUTORY OBLIGATIONS

- 33.1 The Contractor will be required to comply with all requirements of the Environment Protection Act 1990 (Part II) Section 34 'Duty of Care' and Sections 33 and 35 'Waste Management licences'. The Contractor must include in his tender for any costs associated with compliance of these enactments.
- 33.2 Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- 33.3 Do not use pneumatic drills and other noisy appliances out of normal working hours without the consent of the Project Managers.
- 33.4 The attention of the Contractor is drawn to the provisions of Section 60 of the Control of Pollution Act 1974 and Control of Pollution (Amendment) Act 1988 with reference to the control of noise in relation to any demolition or construction works and the need, particularly where such works are adjacent to occupied property where a high sensitivity to noise may be anticipated to ascertain from the Project Managers what requirements or restriction, if any, shall apply to the works in this respect.

The restrictions may relate to the type of plant to be used, the methods of working to be adopted, the hours of working permissible and may in addition impose a maximum noise level at the site boundary which must not be exceeded.

The attention of the Contractor is also drawn to the provisions of Section 61 of the Control of Pollution Act 1974, with reference to the issue of proper consent and any application under that section should be made to the Local Authority, the appropriate form is available from them. The Contractor is to be held responsible for complying with such requirements, restrictions or consents, together with any other stipulations to which his attention may be drawn from time to time by the competent Authorities and is to allow in his tender for any costs or expenses arising from such compliance.

No instruction issued to the Contractor by the Project Managers, or their authorised representative shall relieve the Contractor from compliance with the Control of Pollution Act 1974 and Control of Pollution (Amendment) Act 1988.

- 33.5 Allow for complying with all requirements under all Noise Abatement and Pollution Control Acts or Regulations and all other current statutory obligations and recommendations of BS 5228, 1975.

34.0 TEMPORARY HEATING AND DRYING OUT

- 34.1 Provide all necessary temporary heating and pay all fees and charges in connection herewith. Provide all necessary facilities for drying out the building during the works to ensure satisfactory progress and completion of the works.

35.0 SITE MEETINGS

- 35.1 Progress Meetings will be held at fortnightly intervals on site throughout the duration of the Contract and a representative of the Contractor shall attend.

36.0 TEMPORARY ACCOMMODATION

- 36.1 Provide suitable temporary accommodation for the site meetings, adequately heated and lit, with table and chairs for six people. The room may be part of the Contractors own office.
- 36.2 Provide temporary fencing, hoardings, screens, fans, planked footways, guardrails, gantries and the like, as may be necessary, for protecting the public and others for the proper execution of the Works and for the meeting the requirements of any Local or other Authority.
- 36.3 A wc is to be installed over or adjacent to a live external foul water manhole.

37.0 MATERIALS

- 37.1 The Contractor shall be deemed to have satisfied himself as to the availability of and facilities for obtaining the materials or articles referred to in the schedule of works and on the drawings. No additional payments in this respect will be allowed.
- 37.2 The Contractor shall obtain and hand over to the Project Managers, two weeks prior to completion of the Works, unless otherwise directed, all documents in the following categories, including those provided by manufacturers, suppliers or sub-contractors:-

- a) 'As installed' drawings
- b) Plant operating instructions/manuals
- c) Plant and equipment wiring diagrams
- d) Maintenance instructions/manuals/advice
- e) Manufacturers' guarantees or warranties
- f) Test Reports and Certificates