**THE PROJECT**

a. Town Square is an existing public space adjacent Cotton Street in Bolsover town centre. The project is an upgrade to be more suitable for the towns annual events. The works consist of replacing of existing paving together with alterations to drainage, steps, ramp and stone walls.

**ACCESS to and VISITING the SITE**

b. The site is accessible at any time via Cotton Street (pedestrian) and Middle Street (vehicles); refer to map on page 4 of Design and Access Statement.

c. The Contractor is advised to, and shall be deemed to have examined the drawings, the site and its surroundings before submitting his tender, and to have satisfied himself as to the full extent and character of the operations. Also the means of access, the limited availability of space for material storage and temporary accommodation, and protection of the public.

**NAMES of PARTIES**

d. The term "the Employer" shall mean:

Old Bolsover Town Council

Cotton Street

Bolsover

Derbyshire

S44 6HA

e. The term "the Architect / Contract Administrator" shall mean:

Thread Architects

Site Gallery

1 Brown Street

Sheffield

S1 2BS

f. The term "the Structural Engineer" shall mean:

Eastwood & Partners

St Andrew's House

23 Kingfield Road

Sheffield

S11 9AS

g. The term "the Quantity Surveyor" shall mean:

Andrew Hopkin Quantity Surveying Services

27 Hackney Road

Upper Hackney

Matlock

Derbyshire

DE4 2PX

**TENDER DOCUMENTS**

a. The following are the tender documents:

(1) Architects drawings.... see Issue Sheet

(2) Eastwood and Partners drawing 48545/SK001

(3) Client timeline doc

(4) Preliminaries and Contract doc Rev B

(5) Specification Doc 1 Rev B Incorporating: Appendix A (HSE Guidance) and Appendix B (Manufacturers Technical Sheets) and Appendix C (Additional NBS Specification)

(6) Pricing Doc Rev B

(7) Form of Tender

(8) Design and Access Statement

(9) CDM Risk Assessment Doc 2

(10) Doc 3 - An Archaeological Field Evaluation at land between 7 and 15 Cotton Street

b. Dimensions are not to be scaled from drawings, and any discrepancies to the figured dimensions provided are to be reported to Architect. The documents are not to be used for the ordering of materials before checking measurements on site.

**TENDER and ACCEPTANCE**

c. Tenderers proposals are required to be submitted on the Form of Tender provided to Andrew Hopkin Q.S. Services **on Wednesday 20th December 2023.**

d. The Contractor shall offer that his tender will remain open for acceptance for 12 weeks from the date fixed for submission. No pledge is given that the lowest or any Tender will necessarily be accepted and no claims will be considered for costs incurred in preparing tenders.

e. Tenders shall be fixed price for the duration of the works and no consideration shall be given to any claims for increased costs.

f. It is envisaged the Pricing Document provided shall be used by tenderers as the basis for pricing and this is required to be submitted together with the Form of Tender on the due date. All items to be individually priced and any items which are not priced shall be deemed to be covered by allowances made in the prices of other items. The Form of Contract remains on a Lump Sum Without Quantities basis. The Contractor is responsible for ascertaining and pricing the full extent of the works required.

a. Allowances for Preliminaries and proposed contract periods offered as part of the tender submission will be deemed to cover works related to future Architects instructions against Provisional Sums and Contingencies within the Contract.

b. No alterations shall be made by tenderers to any of the tender documents except upon the agreement of the Quantity Surveyor. If any other alteration is made it will be ignored and the original text adhered to.

c. Tender documentation shall be treated as private and confidential and the bidding process shall not be disclosed nor discussed with others.

d. If after considering the tender documents tenderers decide not to submit a bid, they must advise the Quantity Surveyor immediately to allow a reserve tenderer to be invited.

e. Tenders shall be deemed to include for, and have been submitted in the full knowledge of all the requirements, conditions and information contained and/or referred to in the Tender documents.

**FORM of CONTRACT**

f. A form of contract will be entered into by the Employer and the successful Contractor. This will be the JCT Minor Works Contract.

g. Schedule of insertions to be made in the Contract:

Contract base date: commencement of the works

Date for commencement for the works to be agreed

Date for completion for the works: preferred April 2024

Rectification period: 6 months

Monthly payment period: 14 days

Retention percentage held on progress payments: 5%

Retention percentage held at practical completion: 2.5%

Supply final account documentation: 1 month

Insurance cover of £1million required for injury to persons or property

Percentage required for professional fees: 15%

Materials stored off-site will not be paid for

**VALUE ADDED TAX**

a. The Contractor shall be the “Main Contractor” as defined by H.M.R.C. and as such shall assess the V.A.T. properly chargeable as the works proceed.

**RESTRICTIONS on SITE**

b. The site is used by the public as a walk through space and it will therefore be necessary to erect a stout and secure hoarding to separate the works. The contractor will be responsible for security during and outside working hours.

c. The Contractor is to take measures for protecting adjacent highways and pavements from damage, keep free from water and mud.

d. All deliveries are expected to be limited to short wheelbase vehicles.

e. Agree a traffic management plan to meet comply with Police and Highways Authority requirements with regard to prohibiting parking, unloading and siting of waste skips.

f. Take due account when arranging material deliveries of the very limited storage space available on site. The Contractor is to observe and should any materials or goods be deposited on roads or pavements in the vicinity of the works, they shall be removed immediately.

g. Contractors are to cause as little inconvenience as possible and take measures to control the emission of dust, dirt, rubbish, noise and vibration from carrying out the permanent or temporary construction works. Ensure all items of mechanical plant are fitted with noise suppressers of a type recommended by the manufacturers.

h. The Contractor must confine his operations to within the immediate area of the site boundaries.

j. Allow for all necessary double handling of materials, equipment and plant to and from the workface.

k. Maintain good housekeeping practices by keeping access routes and surrounding area clear of surplus materials, rubbish, trailing leads, etc. as it accrues so as to leave the area free from hazards.

m. Smoking and the use of radios, bad language, etc on site is not permitted.

n. Agree method statement and take all necessary precautions to protect adjacent buildings, site roads, pavements, public highway, etc when working on site or delivering/distributing materials. Any damage caused by permanent or temporary works, or due to activities by the Contractor or his Sub-Contractors, shall be repaired or replaced to the Architects satisfaction at the Contractor's expense.

p. Allow adequate watching and lighting, temporary barriers and warning notices.

a. Clearing away of rubbish and surplus material as it accrues.

b. The Contractor shall allow for the costs in his tender of complying with these aforementioned Site Restrictions.

**MATERIALS and WORKMANSHIP**

c. Workmanship shall be in full compliance with the recommendations or requirements contained in current British Standards Codes of Practice where appropriate. It is to be carried out in a competent manner by fully experienced workmen and be of a high standard throughout, particularly with regard to accuracy of dimensions, lines, levels, and the quality of surface textures.

d. Materials shall comply with specification together with British Standards, BBA Certification, CE Markings, Building Regulation Approval Documents and British Codes of Practice where applicable.

e. Materials shall be used in strict compliance with the manufacturers and/or supplier’s current instructions or recommendations. They shall be handled, stored and mixed, applied, laid or fixed as the case may be, with care and protected as necessary to ensure that they are left in perfect condition on completion.

f. Work liable to damage by frost is not to be carried out at temperatures less than five degrees Celsius unless adequate precautions are taken against low temperatures. Also protect the works against possible damage due to low temperatures during the curing period.

**PROTECTION of PROPERTY**

g. For the record a schedule of state with photographs is to be prepared jointly by the Contractor and the Architect before work commences on site of adjoining roads and pavings, existing and adjacent buildings, drains and services. The Contractor is then to take all reasonable care to maintain them.

**EXISTING SERVICES**

h. Before commencing works allow to scan with CAT detectors to locate and determine depths of existing services; also other possible unrecorded live or dead services on the site. Take all reasonable precautions to protect.. Comply with Utility Companies guidance when working close to services.

j. The Contractor shall advise the Architect of underground drains, manholes, pipes, ducts, services located likely to affect the works. Carefully expose by hand, cover and support as necessary to protect from damage during construction and from vehicular traffic. Any damage occasioned thereto to be repaired / renewed / replaced to the satisfaction of the Architect and Utility Companies.

k. Ensure the site is satisfactorily drained without interruption to the surface water drainage system of the surrounding land as a result of operations on the site.

a. All foul drainage and contaminated surface water pertaining to site operations must be discharged to a suitable sewerage system or disposed of off site.

**ARCHAEOLOGY**

b. No requirements regarding archaeological watching are called for on this site.

**WORKING HOURS**

c. No construction works or deliveries to and from the site permitted outside the hours of 07:00-18:00 on weekdays; 07:00-13:00 on Saturdays; and not at all on Sundays or public holidays.

**LOCAL AUTHORITY FEES and CHARGES**

d. If found necessary under Local Authority regulations or the Highways Act, the Contractor shall be responsible for arranging with the appropriate authority the following, including payment of any appropriate fees:

Permission to open up the public highway or make temporary crossings.

Temporary closure of part/s of the public highway / provision of a Traffic Regulation order.

Permission for siting skips or scaffolding on the public highway.

Payment of Local Authority permits and any legal dues in respect

of the works or temporary works.

**INSURANCES**

e. The Contractor and Sub-Contractors shall be solely liable for insuring their plant, tools, accommodation and equipment on site against all risks including fire and theft.

f. Proof of a valid insurance policy will be required prior to commencement to cover Employers' Liability, Public Liability, Third Party/Loss and a Contractors All Risks policy.

**PROVISION of AMENITIES for WORK PEOPLE**

g. Allow for providing amenities, temporary accommodation and welfare facilities for work people, all provisions to meet the requirements of the CDM Regulations.

**PROVISION of TEMPORARY SERVICES**

h. Allow for providing a clean water supply, electric power for the use of all including any temporary plumbing and wiring works required. Pay fees to Utility Companies for connections/adaptions to mains services, fix temporary meters and pay for all power and water consumed.

a. Connections to existing water and power services on site may be made for the Contractor's temporary use if available.

**SITE SIGNBOARD**

b. The Contractor may with prior permission erect a temporary nameboard with space for the Architects board. Also direction boards to aid site deliveries.

**SUPERVISION**

c. Allow for providing and maintaining upon the works from commencement until completion a competent full time Foreman-in-Charge fully trained up to all current statutory CDM and Health & Safety obligations.

d. The contractor is responsible for settong out the proposed formation levels and drainage inverts. Make arrangements with Building Control for inspections at the relevant stages of construction.

**ADVERSE WEATHER**

e. Use all reasonable measures and suitable building aids to both protect new works and prevent/minimise delays to the works during adverse weather conditions.

**WORKS on COMPLETION**

f. Upon completion allow for remove all splashes, deposits and efflorescence from masonry. Clear up and cart away all debris from the site and leaving clean and tidy at completion.

g. Any certificates and warranties as required shall be passed to the Architect upon completion.

**REINSTATEMENT**

h. Upon completion, remove all temporary buildings, services, access equipment, fencing, surplus materials, spoil and the like. Allow for reinstating and making good any damage caused around the site, the boundaries, adjacent property, etc.

**DEFECTS**

j. The Contractor and the Architect shall carry out an inspection/s at a mutually convenient time and date upon completion of the works, and again upon expiry of the defects liability period. Any faults in the quality of material and standard of workmanship not being in accordance with these Contract document, shall be listed and remedied promptly at the Contractor's expense. This includes defects, shrinkage, settlement and other faults arising from occupation and expected usage. Retention monies held under the Contract will not be released either at handover stage or expiry of the defects period until these defects have been completed to the satisfaction of the Architect and the issue of the appropriate Certificate.