# CONSTRUCTION SPECIFICATION PART 1

# for

# REPAIRS TO FAILED ASPHALT FLAT ROOF

# at

# NANTWICH CIVIC HALL.

# for

# NANTWICH TOWN COUNCIL



## 1.00 INSTRUCTIONS TO TENDERERS

1. The tenderer is to check that the copies of the documentation provided are complete and that no pages are dilapidated, illegible or missing.

2. No unauthorised alteration is to be made to any of the documentation.

3. The tenderer is to submit with the tender a preliminary programme for the construction of the works indicating all relevant dates, including possession and completion dates. Acceptance of the tender will in no way imply acceptance of this programme.

4. The completed tender is to be returned according to the instructions provided on the tender portal.

5. All queries in connection with this tender should be directed in the first instance to Bower Edleston Architects Ltd., Sweetbriar Hall, Hospital Street, Nantwich, CW5 5RW, tel. 01270-624129.

6. Do not scale from drawings. Obtain any further dimensions required by site measurement or reference to the designer.

7. Tenders must include for all work shown, described as or apparent as being necessary for the complete and proper execution of the works (or relevant part of the works).

8. Alterations and qualifications to documents and drawings must not be made without the consent of the designer.

9. The description of the works must not be regarded as a complete statement of everything included for all work shown or described on the documents and drawings as a whole, or apparent as being necessary for the complete and proper execution of the works.

## 2.00 CONTRACT CONDITIONS AND PREAMBLES

**SCOPE:**

These conditions are supplementary to any stated in the invitation to tender on the Form of Tender.

**PERIOD OF VALIDITY:**

The fixed price tender must remain open for acceptance for not less than 60 days from the date fixed for the submission of tenders. Information on the date for possession/commencement is given in the Conditions.

**QUALITY AND QUANTITY OF WORK:**

The priced Specification and Drawings must not be regarded as a complete statement of everything included in the Contract. The tender must include for all work shown or described on the Contract Documents as a whole or apparent as being necessary for the complete and proper execution of the works.

**ALTERATIONS AND QUALIFICATIONS:**

To tender documents must not be made without the written consent of the Architect.

**THE PARTIES/SITE/SCOPE OF WORK**

**EMPLOYER:**

Nantwich Town Council

Nantwich Civic Hall,

Market St,

Nantwich

CW5 5DG

01270 619224

email. david.thomas@nantwichtowncouncil.gov.uk

**ARCHITECT:**

Bower Edleston Architects

Sweetbriar Hall

65 Hospital Street,

Nantwich

CW5 5RW

Tel. No. 01270 624129

email. clive@bower-edleston.com

**ACCESS TO THE SITE:**

The site is accessed from Beam Street across the public car park overlooked by Nantwich Health Centre.

Disposal of materials must be discussed and agreed with the Employer prior to submission of the tender and reflected in the tender price. All builders’ materials and debris to be removed upon completion.

A compound and working area must be agreed with the Employer prior to commencement.

**SITE VISIT:**

The Contractor must, before tendering, ascertain the nature of the site, existing buildings and all local conditions and restrictions likely to affect the execution of the works. Inspection is imperative before submitting a tender.

Appointment to visit the site by the Tenderer may be arranged directly with the employer who can be contacted on 01270 619224

**RESTRICTIONS:**

It should be noted that where works are proposed directly above gas or electrical apparatus then work should only take place following a diversion of this apparatus.

If, during development, services not previously identified is found to be present, no further works shall be undertaken in the affected area and the services find shall be reported to the Architect as soon as reasonably practicable. Prior to further works being carried out in the identified area, a further assessment shall be made, and appropriate measures implemented.

The hours of noise generative\* demolition / construction works taking place during the development (and associated deliveries to the site) are restricted to: Monday – Friday 08:00 to 18:00 hrs Saturday 09:00 to 14:00 hrs Sundays and Public Holidays Nil

**SCOPE OF THE WORKS:**

The work comprises refurbishment of a failed asphalt roof finish above a concrete roof deck. The application of a glass fibre roof finish applies to the roof surface, parapet, and coping. The roof will be insulated prior to application of the new roof finish.

**FORM OF CONTRACT**

The form of the Contract will be the JCT Minor Works Building Contract 2016 Edition.

Allow for the obligations, liabilities and services described therein against the headings set out below.

Recitals 1, 2, 3, 4, 5, 6 &7

Recitals 2 and 3: The reference to Work Schedules will be deleted.

Articles 1, 2, 3, 4, 5, 6, 7 & 8.

Article 6: Nominator of Adjudicator to be President of the RIBA.

Article 7: Article 7 and Schedule 1 applies.

**THE CONDITIONS**

1.0 Definitions and Interpretation.

2.0 Carrying out the Works.

2.2 Anticipated Contract Start Date: Autumn 2021

Anticipated Completion Date: To be stated in the tender return.

2.8 Liquidated Damages: £450 per week

2.10 Rectification Period: 6 Months

3.0 Control of the Works

4.0 Payment: Monthly

4.3 Retention Percentage : 5%

4.5 Penultimate Certificate Percentage : 97.5%

4.8.1 Period of supply of documents for computation of final certificate: 3 months

5.0 Injury, Damage and Insurance

5.3.2 Contractor’s Liability for Personal Injury or death Injury or damage to property Insurance Cover: £10,000,000

5.4 Clause 5.4B Insurance of the Works by Employer in Joint names will apply: Clause 5.4A and 5.4C will be deleted.

6.0 Termination

7.0 Settlement of Disputes

**INSPECTION:**

The Contractor shall be deemed to have visited the site and satisfied himself as to the condition there existing which may affect in any manner whatsoever the execution of the works involved. Furthermore, he is to make such allowance in his tender as he, at his sole discretion, deems requisite and necessary for the due and proper completion of the works in accordance with the Conditions of the Contract and to the satisfaction of the Architect. No claims on the grounds of lack of knowledge in any respect will be entertained.

**EXTRA COPIES:**

Two copies of drawings (not counting any certified copy of the Contract Drawings) will be issued to the Contractor free of charge. Extra copies will be issued on request but will be charged to the Contractor.

The Contractor shall be deemed to have included everything required for the construction detailed on the drawings or that may be reasonably inferred there from

**DIMENSIONS:**

Do not scale from drawings. Obtain from Architect any dimensions required but not given in figures on the drawings not calculable from figures on the drawings.

**SAFETY, HEALTH AND WELFARE:**

CDM 2015 applies although construction is unlikely to be notifiable to the HSE. A Pre-Tender Phase Health and Safety Plan is provided as part of the tender package. Allow for complying with enactments regulations and working rules relating to safety, health and welfare of work people.

**NOISE:**

The use of radios, tape decks, CD players and similar are not allowed on site at any time. All other sources of extraneous noise are to be kept to the minimum. All mechanical equipment is to be properly muffled.

**NUISANCE:**

Take all necessary precautions to prevent nuisance from smoke, dust, rubbish and other causes.

**MAINTENANCE OF EXISTING LIVE MAINS OR SERVICES ON/OVER THE SITE:**

It is the Contractor's responsibility to locate the exact position of all existing services before commencing work. Care must be taken to avoid damage and the Contractor will be responsible for any disturbance, loss or damage caused by the works.

**EXISTING PROPERTY:**

Prevent damage to existing property and contents undergoing alteration or extension.

**MANAGEMENT/ADMINISTRATION PROCEDURES:**

**SUPERVISION:**

Accept responsibility for co-ordination, supervision and administration of the Works, include all sub-contractors. Arrange and monitor a programme with each sub-contractor, supplier, local authority and statutory undertaker and obtain and supply information as necessary for co-ordination of the work.

**INSURANCES:**

Before starting work on site, submit to the Employer (through the Architect) documentary evidence and/or policies and receipts for insurances which are required to be taken out by the Contractor.

**INSURANCE CLAIMS:**

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 Architect) and the Insurers. Indemnify the Employer against any loss, which may be caused by the Contractor's failure to give such notice.

**PROGRAMME:**

Within 7 days of the award of the Contract, the Contractor shall prepare and submit to the Contract administrator a programme clearly showing his proposed procedure and timing of the works.

The above programme is to be supported by a Risk Assessment and Method Statement

**CO-ORDINATION OF SUPPLIES ETC.**

The Contractor is to be responsible for administration of all contracts of sale etc. and is to arrange and monitor a programme for each supplier and obtain and supply information as necessary for the co-ordination and timely completion of the works.

**PROGRESS MEETINGS:**

The Contract Administrator will hold such progress meetings as he considers necessary. The Contractor shall attend such meetings and shall arrange for suppliers to attend when required.

**PROTECTION:**

The Contractor shall be confined to the designated working area and site compound. The Contractor shall not store materials beyond the working area nor impede the access to the property during the delivery or use of building materials.

**TEMPORARY SERVICES:**

Power and water will be provided by the employer.

**THE WORKS GENERALLY:**

The Contractor shall at all times keep the site clear from all rubbish and debris arising from the execution of the works. At completion all unused materials and all equipment and plant shall be removed from the site

On completion the site shall be left clean and clear and all the work shall be left in a sound and perfect condition to the satisfaction of the Employer and Architect

**MANUFACTURER'S RECOMMENDATIONS:**

Handle, store, prepare and use or fix each product in accordance with manufacturer's printed or written recommendations/instructions. Inform Architect if these conflict with any other specified requirements.

**WORKMANSHIP:**

To be carried out by or under the close supervision of experienced tradesmen, skilled in the particular type of work.

**SITE ADMINISTRATION AND SECURITY:**

Adequately safeguard the site, products, materials, plant, the Works and any existing buildings affected by the Work from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property.

**INCLEMENT WEATHER:**

Use all reasonable and approved building aids and methods to prevent or minimise delays during cold and inclement weather. Adequately protect the Works from damage by inclement weather.

**RUBBISH:**

Remove rubbish and debris from time to time and keep the site and Works clean and tidy.