

# SPECIFICATION OF WORKS COACH HOUSE



FOR  
PENZANCE TOWN COUNCIL  
FEBRUARY 2025



MATTHEWS JOHNS ASSOCIATES LTD

CHARTERED BUILDING SURVEYORS- ARCHITECTURAL DESIGN

17, DOWREN HOUSE, FOUNDRY LANE, HAYLE, TR27 4HD

(01736) 759555



## 1.0 PRELIMINARIES

### 1.1 General Details

Employer: Penzance Town Council, Penlee Centre, Penlee Park, Penzance TR18 4HE

Contract Administrator: Matthews Johns Associates, 17 Dowren House, Foundry Lane, Hayle, Cornwall TR27 4HD

Site: Coach House, Penlee Park, Penzance, TR18 4HE

### 1.2 Scope of Works

Conversion of existing building to form new Café/ Restaurant.

### 1.3 Inspection of Site

The Contractor is to contact the Contract Administrator (CA) to arrange to visit site before submitting their tender in order that information may be obtained, and an understanding/acquaintance of the site can be made. The Contractor is to make themselves thoroughly conversant with the nature of the work to be carried out and must allow in their tender for checking all dimensions and levels where necessary for the proper completion of the works.

### 1.4 Mode of Tendering

The Contractor tendering must state a lump sum for executing the whole of the works in accordance with the Specification, such sum to include all works, material and all profit and other charges incidental to and necessary for the proper execution and completion of the works. The employer does not bind themselves to accept the lowest or any tender, nor will they pay to Contractors, any fees or expenses incurred by them in preparing the tender return.

### 1.5 Fixed Price Tender

The Contractor's attention is drawn to the fact that their contract is to be undertaken on a fixed price basis and any increased/fluctuation in cost on wages or materials occurring during the period of the contract are to be borne by the contractor and not against the employer.

### 1.6 JCT Contract

The contract for the works will be issued under a JCT Intermediate 2016 contract.

### 1.7 Retention

There will be a 5% retention held on all payments until Practical Completion. Retention of 2.5% of contract sum will be held after Practical Completion until issue of Making Good of Defects Certificate and Final Certificate under the contract.

### 1.8 Liquidated Damages

Liquidated and Ascertained damages will be charged at the rate of £200 per week or part thereof.

### 1.9. Rectification (Defects) Period

12 (twelve) months

### 1.10 Commencement & Completion

1.11 Date of Commencement of the works: **7/04/2025**

1.12 Date of Completion: **28/11/25**

### 1.13 Delays & Extension of Contract Period

The Contractor is to notify the CA in writing if it becomes apparent that the work will not be completed by the agreed date of completion for reasons beyond the control of the Contractor including compliance with any instructions by the Contract Administrator who will make in writing such extension of time for completion as may be reasonable.

Reasons within the control of the Contractor include any default of the Contractor or of other employees or engaged by or under them in connection with the works and any supplier of goods or materials for the works.

#### **1.14 Health & Safety**

The Contractor shall comply with all legislation in respect of health and safety and CDM and good site practice. The project will be notifiable under CDM Regulations. The contractor shall allow in their preliminaries all applicable welfare facilities as required for the safe and compliant operation of the site.

The Contractor will be a Principal Contractor under the regulations and will be required to fulfil all their duties in line with a commercial client. A management Asbestos survey has been undertaken and is included within the appendices of this schedule. Contractor should stop works and notify the Contract Administrator if material suspected to contain asbestos is encountered in the course of undertaking the works.

#### **1.15 Insurances**

The Contractor shall provide Liability Insurance and all other insurances of work people and surrounding property required by the National Insurance Acts and other relevant Acts, Regulations and Agreements in order to properly fulfil all the contractor's duties as an employer.

The Contractor shall insure the works against Third Party loss or damage by fire flood or tempest and shall keep them insured until handed over as complete. The contractor shall produce and shall cause any sub-contractor to produce such evidence as the employer may reasonably require that the insurances have been taken out.

#### **1.16 Foreman**

The Contractor shall constantly keep upon the works a competent working site manager and any instructions given to them by the Contract Administrator shall be deemed to be given to the contractor.

#### **1.17 Additional Work, Variations & Omissions**

No additional work is to be executed and no variations or omissions in the carrying out of the work are to be made without the consent of the CA.

When instructions necessitate adjustments to the contract sum the Contractor shall produce as and when required, all details, evidence or information as considered necessary by the contract administrator.

No payment for extra work will be allowed unless a written order for such work has been given.

#### **1.18 Payment**

The net sum due in respect of the work shall be paid by the Employer to the Contractor by instalments 'on account', unless otherwise agreed, to be paid monthly upon interim certification from the CA based upon the value of the work executed up to 95% of the value of the work carried out.

At completion of the work and when the final account has been agreed, payment will be made in full unless a retention is to be withheld until completion of an agreed maintenance period.

In all cases, when the Contractor applies for a certificate, they shall furnish the CA with a detailed approximate statement of the values of work executed in each trade, in line with the priced specification.

#### **1.19 Removal of Improper Work**

The CA shall, during the progress of the works, have the power to order in writing the removal from the works within such reasonable time as may be specified in the order, of any materials or workmanship which in their opinion are not in accordance with the schedule of works or detailed drawings or with his instruction and the contractor shall forthwith carry out such an order and re-execute the work properly at their own cost, whether the defect is his own or his sub- contractors.

### **1.20 Fire Prevention**

Take all necessary steps to prevent personal injury or death, and damage to the works, existing buildings, or other neighboring property from fire. Comply with all current fire legislation relating to safety on site and in particular the Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').

Fire Risk Assessment: Conduct a fire risk assessment of the site which is to be continually monitored to ensure the fire safety arrangements and risk assessments remain effective. A copy of the risk assessment is to be included in the Construction Phase Health & Safety Plan.

Smoking and burning on site are not permitted.

### **1.21 Documents & Drawings**

The Contractor is to undertake the works in strict accordance with the Schedule of Works and drawings prepared for the works, attached.

Any discrepancy found by the Contractor between plans and Schedule of Works is to be reported to the CA who shall decide what is to be followed. Figured dimensions are to be taken in preference to scaled, which is used, are to be agreed with the contract administrator. Once the contract has commenced, in cases of dispute as to the meaning of an item in the works, the contract administrator's decision as to what was intended will be binding on both parties.

### **1.22 Incidental Works Costs**

The Contractor is to include for any incidental items, which are necessary to complete the works to the intent and meaning of the drawings and specification.

### **1.23 Dayworks**

When authority is given for works to be executed on a Daywork basis original vouchers giving full particulars of hours worked, operatives' names, rates of pay, description of work executed, materials and plant used must be forwarded to the contract administrator not later than the end of the week following in which the work has been executed. The daywork sheets shall be numbered in sequence and all sheets signed by the site manager and contract administrator.

### **1.24 Provisional Sums & Prime Costs**

All provisional sums are to be used only as directed by the CA and will be deducted if not required.

All prime costs sums quoted are for goods delivered to site and are to be taken as absolutely net. The Contractor must include in their tender for any profits or expense involved in importing, storing, fixing in position and return empty packaging.

The Contractor will be required to produce invoices and receipted accounts for all items described as provisional sums or prime cost (PC) sums.

The CA reserves the right to obtain further quotes for all provisional sums and prime costs and to appoint any sub- contractor to carry out the work covered by such sums.

### **1.25 Setting out Works**

The Contractor shall, at their expense, set out all works accurately, to the satisfaction of the Architect and shall be solely responsible for any such setting out. The Contractor shall, at his own expense, rectify any errors arising from inaccurate setting out unless the CA shall decide otherwise.

### **1.26 Materials**

All materials are to be of the specified quality or, where no quality is specified, shall be of the best quality obtainable. Where a specification and/or Code of Practice issued by the British Standards Institution is current and appropriate, all goods, materials, and workmanship where practicable, shall be in accordance with that Specification and/or Code of Practice.

All materials shall be obtained from approved manufacturers and samples of materials are to be submitted to the contract administrator prior to installation as required.

### **1.27 Waste Removal**

The Contractor shall include for all charges associated with tipping and haulage and removal of all debris and disposal of builders' waste and rubble during the contract.

### **1.28 Noise & General Nuisance**

The Contractor shall keep noise on the site to as low a level as can be practicably attained. Use mufflers and acoustic enclosures if necessary and electric power tools and plant wherever possible and prevent nuisance by radios which are to be restricted to internal use only.

The Contractor shall prevent smoke, dust, fumes, spillage, pollution of waterways and any other forms of nuisance and comply with all reasonable requests from adjoining occupiers.

### **1.29 Working Hours**

Due to the site location and surrounding properties, the site operating times are to be 8.00-

17.00, Monday to Friday restricted as follows: Heavy machinery – 8.00-17.00 with no

operations at weekends unless agreed with the Contract Administrator.

General work and power tools – 9.00-17.00.

### **1.30 Site working Area & Access**

The property will be occupied during the works. As such a programme of internal works shall be agreed at pre contract stage.

The storage of materials and mixing of mortar is to be restricted to an agreed area, which is always to be kept clean and tidy and reinstated on completion.

### **1.31 Completion**

On completion thoroughly clean the complete building throughout. Clean all floors, eradicate all stains, clean glass both sides, flush all drains, clean away waste material and rubbish and leave the premises in sound and watertight condition to the satisfaction of the CA.

### 1.32 Dayworks

Please complete the Pricing document to include the provisional sums for work to be valued on a daywork basis when expressly authorized:

Work within a normal working day (08.00 to 16.30 Monday to Friday & Saturday 08.00 to 12.30)

#### 1.33 Operation & Maintenance File

The Contractor is to provide an electronic Operation & Maintenance file to include all certificates, guarantees (completed) and maintenance information. Practical completion will not be achieved until this is provided.

### 1.32. Scaffolding

The Contractor is to price for all necessary scaffolding to gain access to the roof areas and allow for all necessary covers. All scaffolding is to be erected by a qualified scaffolder and the surveyor will require a certificate to confirm that the scaffolding has been erected to a competent manner by a registered scaffolder. All scaffolds shall include the necessary protection guard rails and boards at all times and for all necessary securing, bracing which is resistant to movement due to loads, wind-chill and plastic caps against the walling.

### 1.33. Pricing

The Contractor is to **price all clauses** so that an understanding of relative cost can be understood. The Pricing Document should be completed with all required pricing.

### 1.34. Miscellaneous Information

- To arrange a site visit, please contact: Verity Anthony-  
([vanthony@penleehouse.org.uk](mailto:vanthony@penleehouse.org.uk))
- For any queries, please send these to: Verity Anthony  
([vanthony@penleehouse.org.uk](mailto:vanthony@penleehouse.org.uk))

- Your completed tender submission should be sent to: [tenders@penzance-tc.gov.uk](mailto:tenders@penzance-tc.gov.uk)

On the date noted on the tender return