

DB ASSOCIATES (CHARTERED SURVEYORS) Ltd.

Alterations to Dawdon Cricket Club Changing Rooms and Clubhouse - 2019

Conditions of Tender Phase II

PRELIMINARIES

Description of work: Type of contract: JCT Minor Works, fixed price, flat rate contract.

Employer: Seaham Town Council

Architect: Simulations Ltd.

Quantity Surveyor: DB Associates (Chartered Surveyors Ltd). Tel: 0191 5274053

Bills of quantities: not included. Refer to Schedule of Work.

Contract Conditions:

Construction Industry Scheme (CIS): employer is not a 'contractor.'

CDM 2015: assume project is notifiable. Principal Contractor (PC) to be Principal Designer.

Framework agreement: not applicable.

Supplementary Provisions: all applicable.

Possession: Second Phase 6th May 2019. Third Phase TBC

Completion: Second Phase 1st August 2019. Third Phase TBC

Liquidated and Ascertained Damages for non-completion: £500 p.w, or part week.

Defects liability: 3 months.

Retention: 5%.

Penultimate certificate: 97.5%.

Tax changes and fluctuations: delete clause.

Insurance in joint names: by Contractor.

GC Insurance cover: damage to property, £2,000,000. Damage to persons, £10,000,000.

Access to site: Can be arranged through Seaham Town Council Tel. 0191 581 8034

THE CONTRACTOR IS DEEMED TO HAVE VISITED THE SITE, TAKEN ALL CHECK MEASUREMENTS, AND ALLOWED FOR **ALL** ITEMS OF WORK. THE CONTRACTOR IS TO INCLUDE IN HIS PRICE ALL ITEMS NECESSARY TO COMPLETE THE REFURBISHMENT. THE CONTRACTOR IS TO PROVIDE THE CLIENT WITH A LIST OF MATERIALS FOR THEIR APPROVAL.

PREAMBLES

Temporary buildings: at Contractor's discretion.

Offices, temporary fences and signboards: at Contractor's discretion. Take adequate precautions to ensure protection of persons and property. The contractor is responsible for all security of site.

Skips: arrange removal regularly. Ensure dumping is only to approved tips.

Telephones and site services: provide, allow reasonable use, pay all charges. Electricity for site is available at fair rates for purpose of Works (read meter at start and end of Works).

Plant: provide as required.

Scaffolding: ditto, allow access to this by specialists. Remove and make good.

Competent Foreman: to be on site whenever work is in progress unless otherwise agreed in writing.

Materials: all items specified are deemed to be "or equal and approved in writing." At Contractor's discretion for client's approval.

Samples and tests: as specification and Contractor's discretion.

Daywork: state % addition for overheads.

Overtime: included (together with consequential costs) unless instructed by Contract Manager.

Protect work: make good all damage to works.

Shoring and structuring: include.

Existing services: maintain working of these. The Contractor is always to liaise with Contract Manager.

Watching and lighting: provide as necessary.

Trespass and nuisance to adjoining owners: avoid.

Safety, health and welfare: The Contractor is responsible for all Health and Safety and must comply with all Acts. Notify Contract Manager of any injuries.

Notice and fees: give notices to Service and Local Authorities (clients to pay fees if any). Pay any rates for temporary buildings, hoarding and site services. Clean roads; and make good any damage.

Police regulations: comply with all regulations.

Leave perfect: remove rubbish daily.

Disposal of water: if site waterlogs, notify Contract Manager. Avoid damage or nuisance to neighbours.

Noise control: provide efficient silencers to all plant.

Inclement weather: extensions of time only for exceptionally (worst in 20+ years) inclement weather.

GENERAL NOTE

Tenders are required to include all necessary labour, materials, plant, personnel and other equipment required for the proper execution of the works on a fixed price basis.

The Schedule of Works, Specification and accompanying drawings shall be read in conjunction with each other and tenders shall include in their tender for all work reasonably inferred from these documents whether specifically shown on the drawings or referred to in the Specification or the Schedule of Works. No claim for additional work will be entertained for Contractor not visiting site and allowing for all items

Discrepancies between the documents are to be brought to the attention of the CONTRACT MANAGER prior to the return of the tenders.