

BRAMCOTE LEISURE CENTRE

SUPPLY AND INSTALLTION OF HEALTH SUITE EQUIPMENT – 2017

PRELIMINARIES



Directorate of Housing, Leisure & Property Services

Broxtowe Borough Council
Council Offices, Foster Avenue, Beeston, Nottingham NG9 1AB
Director T Czerniak

STANDARD CONTRACT
PRELIMINARIES

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DESCRIPTION OF THE WORK

Supply, design and installation of Health Suite Equipment to existing facility at Bramcote Leisure Centre.

LOCATION

Bramcote Leisure Centre, Derby Road, Bramcote, Nottingham, NG9 3GF

EMPLOYER

Broxtowe Borough Council, Council Offices, Foster Avenue, Beeston, Nottingham, NG9 1AB.

CONTRACT ADMINISTRATOR

Projects Manager, Broxtowe Borough Council, Council Offices, Foster Avenue, Beeston, Nottingham, NG9 1AB.

CONTRACT

All works to be administrated under the terms of the JCT Minor Works Building Contract with contractor's design 2016 (MWD).

- First Recital: Supply, design and installation of Health Suite Equipment to existing facility at Bramcote Leisure Centre.
Bramcote Leisure Centre, Derby Road, Bramcote, Nottingham, NG9 3GF
- Second Recital Contractor to design, supply and install required equipment with associated plant to meet Clients specification.
- Third Recital: Dwg. CW17:020:001
- Fifth Recital: The employer is **not** a contractor
- Sixth Recital: The project is **not** notifiable

CHECKING/SITE VISIT

The contractors must ensure that all the information necessary for preparing a tender has been provided. All additional information must be requested in writing. You are also recommended to visit the proposed site(s).

CONTRACTOR OVERLAP

The equipment supply and installation to run concurrently with building works to the area. The successful contractor to allow for liaison with the building contractor for coordination of supply and installation.

SAFETY AND CONVENIENCE OF THE BUILDING USERS

The safety and convenience of the general public and workers using the building is of paramount importance throughout the works. Prior to works commencing on site a detailed programme to be agreed in order to ensure sufficient working area for site operations whilst allowing safe access for the public and workers.

The contractor to clean and clear away rubbish from the working area at the end of each working day to avoid accidents. Rubbish shall not be allowed to accumulate in or around the site.

EXISTING SERVICES

Water and electricity supply is available within the working area with agreement with the Maintenance Manager for the site, meter readings will be taken to prevent excessive usage. The contractor to provide for an electrical generator during the works if required.

TEMPORARY SCREENS

The contractor to effectively screen off the area of works to prevent trespass by members of the public and others workers. Detailed agreement of the exact location of screening to be made on site.

DATA PROTECTION ACT 1998 (C29)

The contractors hereby undertakes that they and their employees and agents will treat as confidential and will not hold or publish in any form any personal data, as defined by the Data Protection Act 1998 which they become aware of during the execution of the works and will not pass on such data to any other person or body.

The contractor further undertakes that he will indemnify the Employer against all liability under the Act arising from the failure of the contractor or his employees or agents to comply with this undertaking.

PREVENTION OF TRESPASS

No workman is to trespass upon the adjoining property except when permission has been given by the CA. The contractor shall insure against and indemnify the Employer against any claim or action for damage on action of any trespass or their misconduct of his employees.

NORMAL WORKING HOURS

The normal working hours will be between the hours of 8.00 am. and 6.00 pm Monday - Friday. However, to assist with the smooth running of the contract, arrangements may be made between the Contractor and the Contract Administrator to extend these hours.

PARKING

Limited contractor parking is provided on site, the contractor will be responsible to supervise during the contract period, the parking of all works vehicles and site operatives' private cars including any sub-contractors within the local area.

STORAGE

The contractor must make provision for all storage requirements and its security. An area to be allocated to the contractor within the grounds for site cabins and storage – these facilities must be kept clean and tidy throughout.

DRAWINGS/SKETCHES

The contractor will be responsible for checking dimensions prior to ordering any components. No claim will be entertained for any additional costs arising from failure to detect dimensional or similar discrepancies which could have been found by physically checking.

The contractors shall notify the supervising officer immediately of the discovery of any service pipes, ducts, cables etc, not shown on the drawing and he shall obtain instructions before removing, altering or adapting the same.

QUALITY & SUPERVISION

The contractor shall allow in his tender for a foreman/supervisor who will be in attendance at all times. This person can be a working foreman/supervisor.

The foreman/supervisors role shall consist of:-

1. Arranging access and notifying the CA of the proposed date for starting each element of the works.
2. Keep the CA informed of any amendments to the programme.
3. Liaise with all trade foremen to ensure coordination of the works.
4. List all snagging defects and issue to his operatives ensuring that all snagging works are carried out as specified.
5. Agree variations with the client for unforeseen works.
6. Carry out joint inspections with the client.
7. Measuring and ordering materials ensuring that they arrive on site in time for fixing.
8. Maintaining material stock levels.
9. The foreman/supervisor shall carry some form of communication for the duration of the contract.
10. Any other duties to ensure the smooth running of the contract.

Should any components or materials specified not be available or sufficient quantities not likely to be available the contractor must not substitute components or materials other than specified without obtaining the supervising officers prior written instruction.

TIME AND PROGRESS SCHEDULE

Within two weeks of the Contract Administrator's instructions to proceed, the contractor shall prepare and provide the Contract Administrator with four copies of a detailed programme of work clearly showing the proposed method of working. The contractor must also ensure that all subcontractors, suppliers etc. are fully aware of the programme to ensure deliveries etc. of materials are in accordance with the programme.

SCOPE OF THE CONTRACT

Prior to tendering the contractor must ensure that he is fully conversant with the terms and conditions of the works as described in the Schedule of Works. Should the contractor intending to

submit a tender have any queries concerning the quantity of work or conditions of tender they should consult the Contract Administrator and discuss the subject prior to tendering. No claim for extra payment based on lack of knowledge or misunderstanding will be paid.

LABOUR RESOURCES

It is the responsibility of the contractor to ensure adequate tradesmen in each trade as available to ensure that all works issued by the employer can be carried out within the targets set. All persons employed must be qualified in the trade for which he or she is employed. The employer reserves the right to request that an operative who in his opinion is unsuitable is removed from the site.

PLANT AND MATERIALS

The Contractor shall provide and pay the cost incurred in the supply of labour and plant together with attendance of specialised personnel in maintaining such plant. The employers' safety officer may inspect the equipment from time to time.

SCAFFOLDING

Whenever scaffolding is required the cost will be included within the price submitted. Scaffolds must comply with BS EN 12811-1:2003 and shall be erected by a competent person. The employers' safety officer will make interim visits to ensure compliance.

DRESS AND IDENTIFICATION

The contractor shall ensure that all persons carrying out the work shall at all times be properly attired and presentable. The contract's attention is particularly drawn to Health and Safety Regulations.

LIGHTING, GAS, POWER AND WATER

The contractor shall include for the provision of all necessary materials, tools, plant, labour, transportation, supervision, temporary works and support, water, lighting, power, access equipment, lifting equipment, signage, security, site storage, barriers, fencing or any other item required for the installation in connection with the works, and their work people employed in the work. .

GUARANTEES

The contractor is required to ensure that where guarantees are given for materials supplied or work done, such guarantees are to be transferred to, and vested in the possession of the Employer as soon as the material is supplied or the works completed.

DEFECTS

All non-urgent defects/snagging, which has been identified by the supervising officer, shall be completed within 5 working days. Any defects/snagging, which the supervising officer deems to be urgent, shall be completed within 24 hours.

EMERGENCY CONTACT

The contractor will be required to provide the client with an emergency contact. This will be the telephone number of an employee, or other representative of the contractor, who will respond to emergencies should the need arise. The contact will be required 24 hours a day, including weekends and holiday periods. Failure to respond may result in the Council appointing another contractor to rectify the defect and recover the cost from the original contractor as a debt.

DEFECTS LIABILITY PERIOD

Any urgent defects, which occur during the defects liability period, must be dealt with within twenty-four hours of notification unless otherwise agreed. Failure to respond may result in the Council appointing another contractor to rectify the defect and recover the cost from the original contractor as a debt.

FINANCE ACT & REGULATIONS

The contractor shall provide evidence to satisfy the Employer that he is a limited company or holds a Certificate of Exemption for the Inland Revenue to comply with the provisions of sections 29 to 31 of the Finance Act 2004. All business will be conducted in line with current finance regulations.

LIQUIDATION

In the event that the contracting company is liquidated during the works or before practical completion of the works the employer reserves the right to recover costs resulting from the delayed completion.

DAMAGE TO THE HIGHWAY ETC.

The contractor shall make good any damage caused to roadways, kerbs, verges or pavements and the like and they shall jointly with the Council's Supervising Officer inspect the roadway in the area of his storage facility to note any pre-existing damage. Any additional damage found on completion shall be deemed to be the Contractor's responsibility. Skips shall not be allowed to be left on the highway except in complete conformity with the requirements of the Highway Authority and shall not be permitted elsewhere without prior approval. Particular attention is required to lighting of skips after dark.

SECURITY

All plant is to be securely locked when personnel are not on site. Proper and adequate precautions are to be taken for safety and protection of the public at all times, providing any necessary screens, barriers etc. Particular attention must be paid to security during Bank Holiday and school holiday periods.

CONTRACTOR'S DETAILS

The successful tenderer is to provide names and telephone numbers of staff both on and off the site and in addition a telephone number of a member of staff who is able to deal with an emergency out of normal working hours.

PRIOR TO WORK COMMENCING

The contractor shall prior to work commencing:

- a) Comply with and give all notices required by any Act or Parliament any instrument rule or Order made under Act of Parliament, and regulation or Bye-law of the Authority or any statutory undertaker which has any jurisdiction with regard to the Works or with those systems the same are or will be connected.
- b) Appoint a trained Safety Supervisor.
- c) Notify the Authority's Representative in writing of the person so appointed.
- d) Cause such Safety Supervisor to properly carry out or cause to be carried out these General Requirements.

HEALTH AND SAFETY

Contractors must ensure that they and their employees meet the requirements of all current Health and Safety requirements. This extends to monitoring the subcontractors.

Health and Safety at Work

General Requirements

The Contractor shall comply, and so far as is reasonably practical, shall ensure that his employees comply with the provisions of the Health and Safety at Work Act 1974, the Factories Act 1961, The Construction (General) Provision Regulations 1961, the Offices, Shops and Railway Premises Act 1963, The CDM Regulations 2015, and any subsequent statutory amendments or alterations made to these Acts.

In addition the Contractor shall ensure the works are carried out in accordance with all orders and regulations made thereunder and with any approved Code of Practice, Guidance Notes, Acts of Parliament, Orders, regulations and Bye-laws which are applicable.

It shall be the Contractor's duty to ensure so far as is reasonably practical, that neither his employees, members of the public, nor anyone else who may be affected thereby are not exposed to risks to their health or safety.

The Contractor shall provide the Authority with the names of all Sub-contractors, and the latter shall properly carry out these General Requirements.

The Contractor shall comply with the arrangements for the time being in force for reporting to the Health & Safety Executive with a copy to the Authority, all incidents that occur during the works relative to:

- a. lost time accidents;
- b. fatalities and major injuries
- c. dangerous occurrences of specified kinds;
- d. illness known to be associated with the works

Where work necessitates the use of naked flames in roof and similar confined spaces a suitable portable fire extinguisher shall be readily available. No welding or similar operations shall be executed until all surrounding inflammable materials have been removed or adequately protected.

All flammable rubbish shall be disposed of quickly and not to be allowed to accumulate on site.

GAS SAFETY REGULATIONS

The whole of the works must be carried out with due diligence in respect of the Gas Safety (Installation and Use) Regulations 1998, should any defect be discovered during the works in respect of the said Act, the incident must be reported immediately to the Supervising Officer. On completion of the works the contractor must satisfy the employer that all bonding has been correctly carried out and all works comply with the Act.

HAZARDOUS AND SPECIAL WASTE (INCLUDING ASBESTOS)

If during any part of the works waste or hazardous waste is discovered, it must be reported to the contract supervisor immediately. Any subsequent remedial work will be completed in strict accordance with current legislation and all waste arising must be disposed of in accordance with The Hazardous Waste Regulations 2005.

FIRE PRECAUTIONS

- i. The contractor shall take all reasonable precautions to avoid the outbreak of fire on the site of the works and in adjacent buildings and he shall draw the attention of all workmen to the dangers involved in the careless disposal of matches, cigarettes and combustible materials.
- ii. Where work necessitates the use of naked flames in roofs and similar confined spaces a suitable portable fire extinguisher shall be readily available. No welding or similar operations shall be executed until all surrounding inflammable materials have been removed or adequately protected.
- iii. All inflammable rubbish shall be disposed of quickly and not to be allowed to accumulate on site.
- iv. The use of asphalt boilers and similar containers shall not be allowed on combustible roofs and floors.

PROTECTION OF PUBLIC PROPERTY

Maintenance and protection of public property of the Public Utility Service Companies and the making good of, or paying for any damage thereto will be the responsibility of the contractor. See also particular conditions relating to highways above.

INSURANCES

The main contractor shall hold adequate insurances to indemnify the Client in the sum of £10,000,000 for Employer's Liability and £5,000,000 for Public and Product's Liability as a minimum.

PRELIMINARY PRICING IN RESPECT OF PROVISIONAL SUMS

In pricing items of a preliminary or similar nature (except those dealt with the inclusion in schedule of rates or by percentage addition) the contractor shall make due allowance for the additional cost of such items arising from the execution of the work for which provisional sums are included elsewhere in this specification.

CONTINGENCY SUMS

Any included contingency sums will be expended at the sole discretion of the contract administrator.

RECEIPTED INVOICES

The contractor shall produce receipted invoices from named sub contractors and suppliers for inspection at the supervising officers office as and when required as in the absence of receipted accounts produce satisfactory evidence of payment having been made.

PROTECTION OF EXISTING ADJOINING AREAS ETC

The Contractor must protect the site and adjoining areas and protect against injury to the public and also against undermining stability of any building or structure. The Contractor will be held responsible for any injury or damage.

PROTECTING THE WORKS FROM INCLEMENT WEATHER

The Contractor shall carry out all temporary works and measures or take precautions necessary to protect the site generally from injury by inclement weather; including all tarpaulins, coverings, temporary chutes, drains, grips, ditches, etc required to carry off surface water and for all coverings,

screens, heating etc, required to protect any work or materials liable to be damaged by frost; include also for all precautions necessary to prevent damage to any part of the building, fitting etc, by high winds or by excessive humidity or changes in humidity. The Contractor will be held entirely responsible for the adequacy of the protection afforded against damage by inclement weather and for making good any such damage to his own expense.

PROTECTION OF THE WORKS

The Contractor shall at his own expense protect the property against damage or theft including lighting for security and for protection of the public.

PROTECTION OF PUBLIC AND PRIVATE SERVICES

The Contractor is responsible for the protection and shall uphold and maintain all pipes, sewers, service mains, overhead cables etc, during the works. The Contractor shall make good any damage due to any cause within his control at his own expense of pay any costs and charges in connection with reinstatement.

SITE MEETINGS

A pre-contract meeting will be held prior to works commencing, thereafter meetings to be held every 3 weeks or more often as required. The Contractor shall arrange and meet all expenses for site meetings as necessary and ensure attendance of any subcontractors.

In the event of any conflict between these conditions and the condition of contract these conditions shall prevail.

CONTRACT PARTICULARS

JCT Minor Works Building Contract with contractor's design (MWD)

Articles of Agreement

Recitals

Articles

- 1 Contractor's Obligations
- 2 Contract Sum
- 3 Architect/Contract Administrator
- 4 Principle Designer
- 5 Principal Contractor
- 6 Adjudication
- 7 Arbitration
- 8 Legal Proceedings

Contract Particulars

Attestation

Conditions

Section 1 Definitions and Interpretation

- 1.1 Definitions
- 1.2 Agreement, etc to be read as a whole
- 1.3 Headings, references to persons, legislation, etc
- 1.4 Reckoning periods of days
- 1.5 Contracts (Rights of Third Parties) Act 1999
- 1.6 Consents and approvals
- 1.7 Applicable law

Section 2 Carrying out the Works

- 2.1 Contractor's obligations
- 2.2 Materials, goods and workmanship
- 2.3 Commencement and completion
- 2.4 Architect/Contract Administrator's duties
- 2.5 Correction of inconsistencies
- 2.6 Divergences from Statutory Requirements
- 2.7 Fees or charges legally demandable
- 2.8 Extension of time
- 2.9 Damages for non-completion
- 2.10 Practical completion
- 2.11 Defects
- 2.12 Certificate of making good

Section 3 Control of the Works

- 3.1 Assignment
- 3.2 Person-in-charge
- 3.3 Sub-contracting
- 3.4 Architect/Contract Administrator's instructions
- 3.5 Non-compliance with instructions
- 3.6 Variations

- 3.7 Provisional Sums
- 3.8 Exclusion from the Works
- 3.9 CDM Regulations

Section 4 Payment

- 4.1 VAT
- 4.2 Construction Industry Scheme (CIS)
- 4.3 Interim payments – dates and certificates
- 4.4 Contractor's applications and payment notices
- 4.5 Payment – amount and notices
- 4.6 Failure to pay amount due
- 4.7 Contractor's right of suspension
- 4.8 Final certificate and final payment
- 4.9 Fixed price and fluctuations provisions

Section 5 Injury, Damage and Insurance

- 5.1 Contractor's liability – personal injury or death
- 5.2 Contractor's liability – loss, injury or damage to property
- 5.3 Contractor's insurance of his liability
- 5.4A Joint Names Insurance of the works by Contractor
- 5.4B Joint Names Insurance of the works and existing structures by Employer
- 5.4C Insurance of the works and existing structures by other means
- 5.5 Evidence of insurance
- 5.6 Loss or damage – insurance claims and reinstatement
- 5.7 Loss or damage to existing structures – right of termination

Section 6 Termination

- 6.1 Meaning of insolvency
- 6.2 Notices under section 6
- 6.3 Other rights, reinstatement
- 6.4 Default by Contractor
- 6.5 Insolvency of Contractor
- 6.6 Corruption and Regulation 73(1)(b) of the PC Regulations
- 6.7 Consequences of termination under clauses 6.4 to 6.6
- 6.8 Default by Employer
- 6.9 Insolvency of Employer
- 6.10 Termination by either Party and regulations 73(1)(a) and 73(10)(c) of the PC Regulations
- 6.11 Consequences of termination under clauses 6.8 to 6.10

Section 7 Settlement of Disputes

- 7.1 Mediation
- 7.2 Adjudication
- 7.3 Arbitration

Schedules

- Schedule 1** Arbitration
- Schedule 2** Fluctuations – Contribution, levy and tax changes
- Schedule 3** Supplementary Provisions