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29 May 2018

## INVITATION TO TENDER

### ERECTION OF COMMUNITY HALL AND THEATRE BUILDING IN BURGESS HILL, WEST SUSSEX PROJECT AND COMMERCIAL MANAGEMENT SERVICES

I write with reference to the above mentioned project to invite a fees proposal for the appointment of your company for services as detailed above.

The Project is for the Demolition of an existing structure and the Construction of a building for local groups with the ability to stage theatre and dance productions with a space for local interest groups and office facilities for Burgess Hill Town Council.

The value of this project will not exceed 5 million pounds. The programme for the first phase is expected to be 18 weeks with 50 weeks for the second phase

We anticipate the time required for your services for budget purposes

- a. Project Manager Phase One 20 - 25 Days as detailed below:
- b. Project Manager Phase Two 100 - 125 Days as detailed below:
- c. Project Manager Phase Three 10 - 15 Days as detailed below:
- d. Commercial Management QS Phase One 5 - 10 Days
- e. Commercial Management QS Phase Two 50 - 75 Days
- f. Commercial Management QS Phase Two 50 - 75 Days

As the project will be dependent on the approval of a Public Works Loan Board loan, the appointment will initially be for part of Phase One up to the approval and costing of the design with appointment to the remainder of phase one and following phases being made if and as funding becomes available. This is to enable the Council to provide a business case to the PWLB. Please quote separately for this initial phase.

### **Project Management Scope of Service First Phase**

The Project Manager will provide a full service and lead the design, planning and construction process through to completion with overall responsibility for all aspects of the project, the list below is not exhaustive.

1. Provide Project Execution Plan
2. Procurement of the Design Team. Architect, Structural Engineers, M&E Engineers
3. Evaluate with QS Tenders Received and make tender report Recommendations
4. Ensure Insurance is current and adequate
5. Appoint Design Team with Relevant Professional Association Contract
6. Procurement of Specialist Seating, Lighting & Sound Companies with QS
7. Supervision & Management of Design Process to Planning Submission
8. Ensure the Submission is in accordance with Clients Requirements obtain Sign off
9. Supervision of Planning and Discharge of Planning Conditions
10. Representing the Client through Design Development Process
11. Provide Regular Client and User Group Reports with Recommendations
12. Attending Regular Design and Client Meetings
13. Provide Master Programme and report on it
14. Provide Budget with QS
15. Ensure and Supervise the appointment of the Lead Designer Role HSE

We anticipate the construction period will be 50 weeks.

### **Project Management Scope of Service Second Phase**

1. Supervise the production of construction information and Set Key Dates
2. Supervise the production of Key nominated packages M&E, Sound, Lighting, Seating
3. Prepare Tenders for Contractor Procurement Sealed to be Opened by the Council
4. Evaluate Tenders Received and make tender report recommendations
5. Ensure best Value and put measure in place
6. Provide JCT Contract (TBC) Assume D&B
7. Ensure All Contractors Insurance is current and adequate
8. Ensure H&S Plans are adequate
9. Control Construction Process ensure programme is in accordance with site progress
10. Undertake Regular valuations with QS, provide regular and early warning cost reports
11. Hold Weekly Meetings with Contractor
12. Hold Fortnightly Combined Meetings with Design Team provide reports to client
13. Hold Formal Monthly Meeting with Client /User Group with Lead Designer Present
14. Set Up / Supervise Quality Control Procedure with NCR documentation
15. Review Contractor Quality Assurance procedures

16. Undertake Regular site Inspections and provide reports on HSE & Quality
17. Set up Change Control Process
18. Set up Control/ RFI process
19. Set up Issue monitoring Process
20. Ensure the Contractor issues a Construction Phase Plan with Local Incidents Reports
21. Ensure that he has adequate Welfare H&S facilities
22. Ensure Contractor and Construction Manager Competence

### **Commercial Management Quantity Surveying**

The Quantity Surveyor is to work closely with the Project Manager to provide advice to the client on all cost and value issues

1. Attend Meetings with Project Manager and Liaise with Client and User Groups
2. Attend Design and Progress Meetings
3. Ensure sufficient information available to prepare tender
4. Take off quantities
5. Prepare and issue Enquiries and Assessment of quotations upon receipt
6. Prepare and issue assessment of quotations upon receipt
7. Complete tender documents for submission
8. Prepare specifications
9. Post tender negotiations
10. Maintain contract documentation and advise on pre-tender and post contract matters
11. Preparation and issue of contractual letters to Contractors
12. Post contract liaison with clients
13. Post contract liaison with design team
14. Contract negotiation
15. Review of interim valuations
16. Agreement of contractor's interim valuations
17. Preparation final account

### **Project Management Scope of Service Third Phase**

1. Liaise with the Design Team and Contractor Ensure compliance
  - i. Commissioning of M&E Systems
  - ii. Commissioning CCTV, Fire Alarm, Burglar Alarm
  - iii. Planning Sign Off
  - iv. Building Control Sign Off
  - v. Air Test Compliance
  - vi. Acoustic Test Compliance
  - vii. Breeam Compliance
  - viii. Gas Safe Certification
  - ix. Electrical Certification
  - x. Chlorination and Legionella Compliance
  - xi. Utilities and Metering Compliance
  - xii. Staff training
  - xiii. Building Manuals & As Built Information
  - xiv. Ensure all warranties and Guarantees are in Place

2. Work with Contractor to Ensure all Snagging is recorded and closed out
3. Work with Quantity Surveyor to Agree Final Accounts
4. Provide a Full Closing Report to the Burgess Hill Town Council

The terms and conditions of this Appointment are to be based on the Standard Forms of Consultant Agreements of the RICS, and (subject to any agreed amendments to put them in line with the requirements of the Burgess Hill Town Council, acting reasonably.

We would note that should the works not progress, then any works undertaken will be valued in accordance with your appointment.

1. Should you be appointed you shall indemnify Burgess Hill Town Council against all losses, damages, costs, claims, expenses or liabilities incurred in respect of any personal injury or death, or damage to the property, real or personal, arising out of or during the works to the extent that the same is due to any act or neglect on your part. Please provide a copy of your Current Professional Indemnity Insurance
2. Should you be appointed you shall not assign or otherwise transfer any benefits arising under it (whether accrued or not) and you shall not sub-contract the Works or any part of the Project Managers or Quantity Surveyors Responsibility without our prior written consent from Burgess Hill Town Council.
3. Should you be appointed in carrying out the Project Managers or Quantity Surveyors authorised by Burgess Hill Town Council you will:
  - (a) use the reasonable skill, care and diligence to be expected of a Project Manager or Quantity Surveyor experienced in projects of similar size and scope, to carry out and complete the duties of the appointment to be agreed in writing by both parties.
  - (b) Your practice is to comply with the reasonable instructions given to you by Burgess Hill Town Council in relation to the Project Manager or Quantity Surveyor role and, where necessary, lead, control and liaise and co-operate with any consultants we retain in relation to the Works;
  - (c) Comply with all relevant current statutory requirements, planning permissions, building regulations (including the Current Construction (Design and Management) Regulations) and or any later amendments and good industry standards;
  - (d) Not cause any trespass, actionable nuisance, pollution or other interference with any landowner, tenant or occupier in respect of land at or adjoining or neighbouring the site of the Works.
  - (e) Should you be appointed, you shall take out and use reasonable endeavours to maintain Professional Indemnity Insurance to cover your liabilities under this letter with a limit of Indemnity of not less than £2

million each and every claim and in the aggregate, Employers and Public Liability Insurance for £5 million for any one occurrence or series of occurrences provided that such insurance is available at commercially reasonable rates and/or terms to yourselves.

- (f) Should you be appointed, you shall produce to us, as and when reasonably requested by us, documentary evidence in the form of a broker's letter that such Insurance is being properly maintained.
4. Should you be appointed If for any reason the Standard Forms of Consultant Agreements of the RICS, is not concluded or entered and/or is terminated.
    - (a) immediately cease any further works;
    - (b) promptly deliver to us or hold to our order any information, reports or other materials relating to the Project Managers or Quantity Surveyors Appointments (including all information or materials we have supplied to you.
    - (c) Consult with Burgess Hill Town Council about the action which you take for the fulfilment or cancellation of orders and supply to us all the invoices and other documents relating to orders made or intended to be made.
    - (d) Vacate the site of the Works promptly and leave the same in a clean, tidy and safe condition.
  5. Should you be appointed, without prejudice to any other rights we may have in equity or at law, we shall be entitled to set off against any sums due to you from us, under this Agreement, any amounts which we reasonably determine to have been incurred by us, as loss or damage in consequence of any act, omission, negligence or breach of contract by you.
  6. Should you be appointed and thereafter if for any reason the Standard Forms of Consultant Agreements of the RICS, is suspended or terminated then you shall not be entitled to recover from us payment in respect of loss of profits, loss of contracts or opportunity or any other similar consequential or economic loss.
  7. Should you be appointed, all information of whatever nature coming into your possession regarding this Project, Burgess Hill Town Council and any of our affiliates during the course or because of the performance of these Works pursuant to your appointment shall be kept strictly confidential by you, including your employees and any sub-consultants. This obligation will survive the expiry or termination of this the Standard Forms of Consultant Agreements of the RICS.
  8. Should you be appointed, the Burgess Hill Town Council requires that you enter a formal confidentiality agreement which will survive this contract

Tenders must be submitted by no later than **12 noon on Wednesday 20 June 2018**.  
Tenders must be submitted in a sealed envelope clearly marked as follows:

**TENDER** Cultural Centre Development: For the personal attention of Mr Cridland.  
Private and Confidential.

Address the tender to: The Chief Executive Officer, Burgess Hill Town Council, 96  
Church Walk, Burgess Hill, RH15 9AS.

Alternatively tenderers may submit their tender by email to  
[steve@burgesshill.gov.uk](mailto:steve@burgesshill.gov.uk), however no guarantee of confidentiality can be given if  
this route is followed.

Yours sincerely



Steven Cridland  
Chief Executive Officer