



PLUCKLEY PARISH COUNCIL

TERMS & CONDITIONS OF CONTRACT

for

A SINGLE-STOREY EXTENSION PROVIDING NEW ENTRANCE AND WC FACILITIES

at

PLUCKLEY VILLAGE HALL, STATION ROAD, PLUCKLEY, KENT

ENQUIRIES

Enquiries concerning this document should be referred to:

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1 PROJECT PARTICULARS

1.1 Project Name

Extension to Pluckley Village Hall: New entrance and WC facilities.

1.2 The Client

Pluckley Parish Council, (Parish Clerk) 9 Ashenden, Smarden, Kent TN27 8RT.

1.3 Project Scope

The contract is to construct a single-storey extension on the southern elevation of the existing Village Hall to consist of:

- A new main entrance to the hall (including a slope to facilitate access for disabled persons)
- Toilet facilities for male, female and disabled people
- Cloakroom facilities

Full drawings and details of materials are provided as part of this Specification.

1.4 Tender & Contract Documents

The Tender and Contract Pack consists of the following documents:

- 1) Pluckley Village Hall Extension ITT v1 July 2016
- 2) Pluckley Village Hall Extension Form of Tender July 2016
- 3) Pluckley Village Hall Specification Details v1 July 2016
- 4) Pluckley Village Hall Extension Contract Terms and Conditions v1 July 2016 (This document)
- 5) Pluckley Village Hall Extension Construction Notes v2 Revision C 24/07/15
- 6) Drawing 14/05/13 - Elevations and Plan P1 21/07/15
- 7) Drawing 14/05/14 - Proposed Floor Plan P1 21/07/15
- 8) Drawing 14/05/15 - Proposed Sections P1 21/07/15
- 9) Drawing 14/05/16 - Foundation and Roof Plans P1 21/07/15

2 GENERAL CONDITIONS

2.1 Insurance

The Contractor will provide evidence at the time of tendering of insurance cover for injury to persons or property (for any one occurrence or series of occurrences arising out of one event) to the value of not less than £1,000,000.

2.2 Staged Payments

It is proposed to make staged payments for the works as follows:

- Commencement on site: 10% of the total contract amount.
- Completion of the external construction work: 40% of the total contract amount.
- Completion of the project: 40% of the total contract.
- Completion of defect or remedial work: 10% of the total contract amount.

2.3 Defect Rectification

Any defects or remedial work will be brought to the attention of the Contractor within six months from the date of completion of the works. The Contractor will make good any defects or remedial work within 90 days of notification. 10% of the total amount to be paid to the Contractor will be withheld for the six months following the date of completion to cover any such remedial work.

2.4 Liquidated Damages

In the event of the project work not being completed to the agreed date liquidated damages will be charged at the rate of £200 per calendar week or pro-rata thereto unless the over-run has been authorised in writing by the Client.

2.5 Termination by Client

In the event that the work is not being undertaken to an adequate or satisfactory standard, or the conditions in this tender document are not complied with, or the Client has received continuing complaints of nuisance, and the Contractor has failed to take remedial action the Client will terminate the contract early and withhold any further payments.

2.6 Dispute Resolution

In the event of any dispute between the Contractor or Contract Administrator and the Nominated Responsible Person a meeting with the Client (Pluckley Parish Council) will be held to resolve.

2.7 Sub-contractors

The Contractor must comply with the Construction Industry Board 'Code of Practice for the selection of any subcontractors'.

3 DOCUMENTATION

3.1 Materials & Workmanship

Regulation 7 of the Building Regulations require building work to be carried out with adequate and proper materials which:

- Are appropriate for the circumstances in which they are used
- Are adequately mixed or prepared, and
- Are applied, used or fixed so as adequately to perform the functions for which they are designed; and
- In a workmanlike manner

It is expected that the contractor will comply with this legal requirement through the use of approved documents, to support Regulation 7, and other construction industry standards, guidance and training.

3.2 Technical Literature

The contractor must keep on site for reference by all supervisory personnel the following:

- Manufacturers' current literature relating to all products to be used in the Works.
- Relevant British, EN or ISO Standards considered relevant to the works

3.3 Maintenance Instructions & Guarantees/Warranties

The contractor must obtain or retain copies, register with manufacturer and hand over on or before completion of the Works any maintenance instructions and guarantees pertaining to components and equipment supplied during the Works.

4 MANAGEMENT OF THE WORKS

4.1 Supervision & Co-ordination

The contractor must accept responsibility for coordination, supervision and administration of the Works, including subcontractors. Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

4.2 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, the contractor must immediately give notice to the Client, the nominated responsible person, the Contract Administrator and the Insurers. Indemnify the Client against any loss, which may be caused by failure to give such notice.

4.3 Work Programme

At least one week before starting work on site the contractor must submit in an approved form a master programme for the Works including start and expected end dates.

4.4 Site Meetings

Weekly site meetings will be held with the Nominated Responsible Person and Contract Administrator to review progress and other matters arising from administration of the Contract.

4.5 Extensions of Time

When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must be provided as soon as possible to include the relevant particulars of the cause and expected effects and an estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion. Include all other relevant information required including any impact on cost.

4.6 Working Hours

Unless otherwise authorized by the Client working hours are restricted to between 8am and 7pm Monday to Friday. The contractor should not carry out work outside these hours without authorization from the Client

5 QUALITY STANDARDS & CONTROL

5.1 Documentation

All documentation must be of a kind and standard appropriate to the nature and character of that part of the Works where they will be used, and suitable for the purposes stated.

Omissions or errors in description and/ or quantity within the contract documentation shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

5.2 Workmanship & Skills

Operatives must be appropriately skilled and experienced for the type and quality of work and must be able to provide evidence of skills/ qualifications when requested.

5.3 Services Regulations

The contractor must comply with the Byelaws or Regulations of the relevant Statutory Authority for all existing services.

5.4 Defects

When discovered, the contractor must immediately give notice to the client, and should not proceed with affected related work until a response has been received.

5.5 Tests & Inspections

The contractor must agree and record dates and times of tests and inspections to enable all affected parties to be represented. Submit a copy of test certificates and inspection results and retain copies on site.

6 SECURITY/ SAFETY/ PROTECTION

6.1 Health & Safety Plan

A health & safety plan should be presented to the Client no later than one week before the proposed date for start of works. This plan will include arrangements for safe working, management of ACMs, issue and wearing of PPE as well as other common hazards associated with construction work.

6.2 Personal Protective Equipment (PPE)

Appropriate PPE must be used by all the contractor's personnel working on site, for example:

- Safety helmets to BS EN 397, neither damaged nor time expired.
- High visibility waistcoats to BS EN 471 Class 2.
- Safety boots with steel insole and toecap to BS EN ISO 20345.
- Disposable respirators to BS EN 149.FFP1S.
- Eye protection to BS EN 166.
- Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2

6.3 Security

The contractor must safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.

Any scaffolding shall be protected from unauthorized access.

Leave the Works secure with, where appropriate, all accesses closed and locked. Account for and return to the Client any keys provided for access.

6.4 Occupied Premises

The Village Hall and all adjoining and surrounding properties may be occupied during the course of the works. Works must therefore be carried out without undue inconvenience and nuisance and without danger to occupants and users.

6.5 Noise Control

The contractor must comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works. Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

Do not use radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

6.6 Pollution

The contractor must protect the site, the Works and the general environment including the atmosphere, and land against pollution. If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

6.7 Fire Protection

The contractor must comply with the Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and Fire Protection Association ('Joint Fire Code').

6.8 Waste Disposal

The contractor shall allow for providing all necessary chutes, skips, bins, etc so that materials can be stored safely on site before being removed and correctly disposed of. The contractor shall allow for keeping the site clean and tidy and providing all necessary skips to remove materials from the site as soon as possible. Allow for covering all skips when work not in progress.

6.9 Existing Services

Before starting work, the contractor must check and mark positions of main services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.

The contractor must take steps to adequately protect, and prevent damage or interference to services. If any damage to services results from execution of the Works, the contractor must immediately give notice and notify the appropriate authority, and make arrangements for the work to be made good without delay at the Contractor's expense.

6.10 Roads & Footpaths

The contractor must ensure that roads and footpaths adjacent to the site are not damaged, and are kept clear of mud and debris. Any damage caused by the Works must be rectified at the contractors expense.

6.11 Accommodation

The contractor may use the hall for any site meetings and welfare facilities. The contractor must ensure that the facilities are left clean and tidy at the close of every working day. If the hall is in use consideration must be given to preventing any disturbance for the other hall users.

6.12 Use of Utilities

Electricity from the Client's mains may be used for the Works. The frequency of supply is 50Hz AC and the point of supply is to be established by the contractor. The supply is monitored by coin operated meters and an agreed charge may be imposed. The Client will not be responsible for the consequences of failure or restriction in supply.

Water from the Client's mains may be used for the Works free of charge and the point of supply is to be established by the contractor. The Employer will not be responsible for the consequences of failure or restriction in supply.