• TRENTABANK PRELIMINARIES

Trentabank Refurbishment

PRELII	WINARIES	
A10	Project Particulars	3
A11	Tender and Contract Drawings	3
A12	The site/existing buildings	4
A13	Description of the Work	4
A20	The Contract/Subcontract	4
	Definitions and Interpretations	
	Carrying out the Works	
	Payment	
	Injury, Damage and Insurance	
	Termination	
A30-36	Employer's Requirements	7
	A30 Tendering/subletting/Supply	
	A31 Provision, content and use of documents	
	A32 Management of the Works	
	A34 Security/Safety/Protection	
	A35 Specific limitations on method/sequence/timing	
	A36 Facilities/Temporary work/Services	
A40-44	Contractors General Cost Items	9
	A40 Management and staff (provided by Contractor)	
	A42/110-120 Lighting and Power for Works	
	A42/180 Removing Rubbish	
	A42/200a Drying of Works	
	A42/210 Protecting Works from inclement weather	
	A42/220 Security/Safety/Protection	
	Nuisance	
	Fire	
	Moisture	
	Waste	
A50	Work/Materials by Employer	10
A51	Nominated subcontractors	10
A52	Nominated suppliers	10
A53	Work by Statutory Undertakers/Authorities	10

Trentabank Refurbishment NRM2 Specification

A PRELIMINARIES/GENERAL CONDITIONS

A10 Project Particulars

Employer (client)

Peak District National Park Authority

Aldern House

Baslow Road

Bakewell

Derbyshire

DE45 1AE

Site Address

Trentabank Visitor Centre Standing Stone Road Macclesfield Forest

SK11 0NS

(what three words location: Riverbed.buyers.impaled)

A11 Tender and Contract Drawings

- Pre-Construction Information
- Schedule of Work Sections (Excel Document):
 - PR Preliminaries
 - GI General Items
 - SE Services
 - HS H&S, Site Set Up etc.

ASB Asbestos

- 1.0 Internal Strip Out/ Demolition Works
- 2.0 External Strip Out/ Demolition Works (Part Contractor Design)
- 3.0 Walls, Ceilings and Floors
- 4.0 Joinery
- 5.0 Doors and Windows (Contractor Design)
- 6.0 Service Connections, Drainage & Plumbing (Contractor Design)
- 7.0 Heating and Ventilation (Contractors Design)
- 8.0 Fit Out Works Changing Place Room
- 9.0 Fit Out Works Male & Female WC
- 10.0 Fit Out Works Cleaner's Store & Office
- 11.0 Electrical Works (Contractors Design)
- 12.0 Completion
- Asbestos R&D Survey
- Drainage Survey Report
- Drawings:
 - 001 Site Limitations
 - 002 Existing & Demolition Plans
 - 003 Existing & Demolition Elevations
 - 004 Proposed Plan
 - 005 Proposed Plan Dimensions
 - 006 Proposed Plan Ceiling

A12 The site/existing buildings

Site Location and Context

Trentabank Centre is a single storey timber frame building with combined use by members of the public and PDNPA staff. Part of the building is used as a ranger's base, educational space and workshop, with the rest of the building containing public WC facilities.

The building was constructed in the 1980s and comprises a timber structure, with log cladding to exterior walls, concrete tile roof covering, and timber windows and doors.

The Trentabank building is situated within a large public car park which is frequently used by members of the public seeking access to Macclesfield Forest. Access to the Trentabank building is gained directly off Standing Stone Road, via an entrance that is shared with the adjacent car park. The Contractor should note that Standing Stone Road is single lane in parts.

Trentabank Centre falls within Cheshire East's District Council boundary.

A13 Description of the Work

Works comprise a partial refurbishment of Trentabank Centre building. The existing WC areas, workshop and Ranger's office are to be refurbished and reconfigured to form new public WC facilities and a Changing Place facility. The existing Educational Space and Kitchenette areas are to remain in occupation throughout the works and are not included in the proposed works.

Summary of works;

- Reconfiguration of internal layout
- Repositioning of external doors
- New Male and Female public WC fit out
- New Changing Place fit out
- · Replacement doors and windows
- Below ground drainage works and replacement ground floor slab
- Renewal of MEP services
- New mechanical ventilation system and fire alarm system

A20 The Contract/Subcontract

It is intended to use JCT Minor Works Building Contract with Contractors Design 2024 for all works associated with this project. The conditions of contract (general and special) and Schedule of applications and deletions are as set out below.

General Conditions Contract

The Form of Contract shall be the JCT Minor Works Building Contract with Contractors Design (2024 edition), together with the "Special Conditions of Contract" and these Conditions shall be deemed to form and shall be read and construed as part of this contract.

Definitions and Interpretations

- In writing:
 - When required to notify, inform, agree, confirm, obtain information, obtain approval, or obtain instruction, do so in writing.
- Supply and fix/install:
 - Unless otherwise stated, all items included in the schedule of work and/or on the drawings are to be supplied and fixed complete.
- Cross references to the specification:
 - Where a numerical cross-reference to a specification section is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against terminology used in the referred section.
 - Where a cross-reference to a particular product, type of work or material is given, relevant clauses elsewhere in the referred specification section dealing with those matters, ancillary products and workmanship also apply
 - The Contractor must, before proceeding, obtain clarification or instruction in relation to any discrepancy or ambiguity which they may discover.
- Sizes: cross section dimensions of timber shown on drawings are nominal sizes before any required planing.

Carrying out the Works

• Possession: The works may be commenced on or not later than 2 weeks after acceptance of the tender and shall be completed 16 weeks after the works commencement date.

Payment

Payment to the Contractor will be made in accordance with Section 4 of the JCT Contract.

All materials will remain the responsibility of the Contractor until they have been paid for by the Employer.

Injury, Damage and Insurance

Contractor must produce evidence of Insurance in compliance with Section 5 of JCT Contract.

Termination

As set out in Section 6 of JCT Contract

Special conditions:

1. Bribery and Corruption

- a. The Contractor warrants and undertakes to the Authority that:
 - i. it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Bribery Law");
 - ii. it has not and shall not give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;
 - iii. it will comply with the Authority's anti-bribery policy as may be amended from time to time, a copy of which will be provided to Contractor on written request;
 - iv. it will procure that any person who performs or has performed services for or on its behalf ("Associated Person") in connection with this Agreement complies with this Clause;

- v. it will not enter into any agreement with any Associated Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this **Clause**:
- vi. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement;
- vii. from time to time, at the reasonable request of the Authority, it will confirm in writing that it has complied with its undertakings under this **Clause** and will provide any information reasonably requested by the Authority in support of such compliance;
- viii. it shall notify the Authority as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.

2. Freedom of Information Act 2000

- a. The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR") and the Local Government Transparency Code 2014 ("the Transparency Code"). The Contractor shall assist and co-operate with the Authority as necessary to comply with these requirements and acknowledge that the Authority may be required to disclose information pursuant to the FOIA, the EIR or the Transparency Code. The Contractor shall provide all necessary assistance reasonably requested to enable the Authority to respond to a request for information within the time for compliance and permit the Authority to inspect such records as requested from time to time.
- b. The Contractor acknowledges that all payments over £250 are published in the public domain in accordance with guidelines issued by the Department of Communities and Local Government.

SCHEDULE OF AMENDMENTS AND DELETIONS TO JCT CONTRACT MWCD 2024

Recitals 5th recital and Clause 4.2 do apply

6th recital (CDM Regulations) not notifiable

7th recital (Framework Agreement) does not apply 8th recital: Supplemental Provision 1: applies
Supplemental Provision 2: applies

Supplemental Provision 3: does not apply

Clause 2.2 Works commencement date: July/August 2025 (Date TBC)

Date for Completion: TBC (8 week contract)

- 2.11 Rectification period: 12 months
- 4.3 Interim Payments. See Special Conditions

Payments due: 95% due prior to practical completion of the Works

97.5% due on or after practical completion

- 4.9.1 3 months
- 5.3 Contractor's Public Liability insurance (injury to persons or property): £10,000,000; Employers Liability: £10,000,000.
- 5.5 This clause shall apply (Insurance of works by Employer- in joint names)
- 7.3 Adjudication President or a Vice-President of the RICS

A30 Employer's Requirements

A30 Tendering/subletting/Supply

Scope: These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.

Acceptance of Tender: the Employer and their representatives offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted. We will not be responsible for any costs incurred in the preparation of any tender.

Period of Validity: Tenders must remain open for consideration (unless withdrawn) for not less than 13 weeks from the date fixed for the submission of tenders. Information for the date for possession is given in section A20.

Projects without Quantities: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the works.

A31 Provision, content and use of documents

Employer will provide adequate information, drawings and documents relating to the Works involved to enable the Contractor to carry out the Works.

All dimensions are approximate and should only be used as a guide.

A32 Management of the Works

'Care Spaces' have been nominated as a specialist sub-contractor for the Changing Place element of the works. The employer will arrange for initial contact between the contractor and Care Spaces.

The Principal Contractor will then be responsible for coordinating the works with CareSpaces, including arranging any subsequent site meetings and sharing of design information.

A34 Security/Safety/Protection

It is the responsibility of the Contractor to provide a safe and secure site whilst works are active and when the site has been vacated at the end of the working day and weekends. Tools, materials and equipment can be stored inside the property out of hours but is at the Contractors risk.

Contractor to arrange sufficient skips throughout the Contract to allow for the safe disposal of rubbish, debris and surplus material in order to keep the site and Works clean and tidy. Non-hazardous material must be disposed of at a tip/waste site approved by a Waste Regulation Authority. Refer to drawing '001 Site Limitations Plan' for proposed skip location.

Only licensed waste carriers should be used and the Client informed who will be providing waste removal.

Safe access will be provided for the Contractors to enter the property and transport materials and equipment in order to carry out Works.

Please see site plans contained within the Pre-Construction Information, and drawing '001 Site Limitations Plan'.

A35 Specific limitations on method/sequence/timing

Working Area: The Contractor will be confined to the working areas shown as "Contractor's working demise" on drawing '001 Site Limitations Plan'.

Access: Access is gained directly off Standing Stone Road. This road must remain unobstructed by delivery vehicles and contractor vehicles and plant at all times. Damage to the lane by Contractors or delivery vehicles should be repaired and maintained to current standard whilst works are being carried out.

Parking: An area for Contractor's parking, welfare cabin and skip has been allocated within the public car park adjacent to Trentabank Centre building. This area is shown on drawing '001 Site Limitations Plan'.

Working Hours: Between 08:00 and 17:30, Monday to Friday. Working outside these hours or at weekends or Bank Holidays shall only be permitted by prior arrangement.

A36 Facilities/Temporary work/Services

Lighting and Power: Electricity supply from the Employer's mains may be used for the Works and will be supplied free of charge. The Employer will not be held responsible for the effects of any restrictions in supply.

Note: The contractor should avoid using the outdoor plug socket on the southern facing gable of Trentabank building, as this is on a separate electrical metre intended for use by used by the food truck concession only.

Water for the works will be supplied free of charge.

Welfare & Temporary Public WCs: Please refer to the pricing document 'SOW Trentabank' for details of the required temporary welfare facilities and temporary public WC facilities. Refer to drawing '001 Site Limitations Plan' which shows the suggested location for these facilities. The contractor must ensure that the facilities are not used for the washing of construction tools, clothing or any other use apart from its intended use. The contractor must maintain the facilities in a clean and tidy condition and arrange for their removal at the end of contract.

A40-A44 Contractors General Cost Items

A40 Management and staff (provided by Contractor)

All trades should be adequately trained within their field to carry out works to current legislation in a safe manner without creating risks or hazards to fellow colleagues.

Main Contractor will be responsible for all his/her own staff and any sub-contractors (which they nominate) behaviour and standard of work whilst on-site.

Main Contractor to co-ordinate work schedules between different trades and any sub-contractors to bring the work in on-time.

A42/110-120 Lighting and Power for Works

Temporary lighting and power supplies (i.e. transformers etc.) and all charges involved are the responsibility of the Contractor.

A42/180 Removing Rubbish

On-going and final cleaning and clearing of the site prior to handover.

A42/200a Drying of Works

Use of suitable appliance for drying out works. Surface finishes should not be allowed to dry out rapidly to prevent surface cracking and defects.

A42/210 Protecting Works from inclement weather

Adequate provision must be made to protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. A nominal allowance should be included for tarpaulins, polythene sheeting, battening etc. and the effect of any delays to internal finishes etc. by such weather. Any temporary enclosures should remain weather tight in severe weather to protect the building's interior.

A42/220 Security/Safety/Protection

Adequately safeguard the site, the Works, products, materials, plant and existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property, and all temporary facilities.

Contractor must provide adequate safety equipment for his own workforce to protect against dust, debris and noise. Main Contractor must also implement safe working procedures on any subcontractors on-site.

Contractor must supply First Aid Equipment.

Protect against the following:

<u>Nuisance</u>: Take all necessary precautions to prevent nuisance from dust, smoke, rubbish and other causes.

<u>Fire</u>: Take all necessary precautions to prevent personal injury, death and damage to the Works or other property from fire. SMOKING IS NOT PERMITTED INSIDE THE BUILDINGS.

<u>Moisture</u>: Prevent the Works from becoming wet or damp which may cause damage. Dry out Works thoroughly. Control the drying out and humidity of Works and the application of heat to prevent blistering and failure of adhesion, damage due to trapped moisture, excessive movement and cracking of finishes.

Waste: Remove rubbish, debris and surplus material and keep the site and Works clean and tidy.

A50 Work/Materials by Employer

All other work and materials set out within the specification to be carried out by the Contractor.

A51 Nominated subcontractors

'Care Spaces' have been nominated as a specialist sub-contractor for the Changing Place element of the works. The employer will arrange for initial contact between the contractor and Care Spaces. The Principal Contractor will then be responsible for coordinating the works with CareSpaces, including arranging any subsequent site meetings and sharing of design information.

A52 Nominated suppliers

'CareSpaces' - see above

A53 Work by Statutory Undertakers/Authorities

-

Trentabank							
		1					

Trentabank								