

## PROJECT INFORMATION

**PROJECT:** WITNEY SKATEPARK

**CLIENT:** WITNEY TOWN COUNCIL

**SUPERVISING OFFICER:** HENRY WESTBURY

**CONDITIONS OF CONTRACT:** See GENERAL CONDITIONS OF CONTRACT

**DESCRIPTION OF WORKS:** MANUFACTURE, DELIVERY AND INSTALLATION OF SKATING FACILITIES

**ACCESS:** FROM STATION LANE, WITNEY

**DURATION OF CONTRACT:** COMPLETION TO BE BY END OF .....  
AT THE LATEST

### OTHER PARTICULARS:

Minimum value for interim certificates - £500.00

Minimum insurance – personal/public liability	£2M
Property	£250,000

Minimum insurance of works – The contract value of the work plus 10%

Liquidated damages for delay per week - £100.00



SMALL CONTRACTS

**A     GENERAL CONDITIONS OF CONTRACT**

**1.00   The contractor shall:**

- 1.01   Carry out all works detailed on the enclosed schedule, to appropriate British Standards unless otherwise specified, and in the time stated. No variation of work will be allowed without prior agreement in writing from the Supervising Officer.
- 1.02   Provide a Health and Safety Policy Statement in accordance with the requirements of Section 2(3) of the Health and Safety at Work Act, 1974.
- 1.03   Provide a method statement with safety measures as required by the Construction (Design and Management) Regulations 1994 (CDM), if they apply to the contract.
- 1.04   Employ a competent site foreman, who is familiar with the work schedule and who can liaise with the Supervising Officer.
- 1.05   Have visited the site, and have satisfied himself as to the conditions and schedule of work requirements before tendering, and that his tender is adequate to fulfil the Contract.
- 1.06   Have satisfied himself of any conditions relating to the site as Planning Conditions, Tree Preservation orders, Conservation orders, Private Covenants, or legislation that is applicable to the contract.
- 1.07   Be responsible for all measures necessary to safeguard the public and property while the Contract is in progress, including the guarding and lighting of obstructions during the hours of darkness.
- 1.08   Be responsible in taking precautions to prevent damage to private and public services while the Contract is in progress. The Supervising Officer will make every effort to assist the Contractor in identifying such services but cannot be held liable for the accuracy of the information.
- 1.09   Make copies of insurance policies and current receipts available to the Supervising Officer and Employer upon request.
- 1.10   Not carry out any work, including additional work, without written authorisation or direction from the Supervising Officer.
- 1.11   Not subcontract any part of the Contract without written permission from the Supervising Officer. The Contractor shall be responsible for maintaining the required standards and conditions where subcontracting takes place.
- 1.12   Be responsible for making good at his own cost any damage caused as a result of his own work.
- 1.13   On completion of the Contract leave the site clean and tidy from his own work.



1.14 The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works, unless due to any act or neglect of the Employer or any person for whom the Employer is responsible. Without prejudice to his liability to indemnify the Employer the Contractor shall maintain and cause any subcontractor to maintain such insurances as are necessary to cover the liability of Contractor, or, as the case may be, of such subcontractor, in respect of personal injury or death arising out of the Works. Provided that nothing in this clause contained shall impose any liability on the subcontractor in respect of negligence or breach of duty on the part of the Employer, the Contractor, his other subcontractors or their respective servants or agents.

1.15 The Contractor is to comply with the CDM regulations if they apply to the Contract.

**2.00 The Employer shall:**

2.01 Reserve the right to suspend or cancel the Contract and recover from the Contractor any costs incurred, where:

1. the conditions and requirements of the Contract are not being met.
2. It is found that inducements have been offered to obtain special favour.

Notification of suspension or cancellation may be given in writing, or verbally and confirmed later in writing.

2.02 Consider the extension of the period of the Contract where extra work is required or when work has been delayed by exceptional weather conditions or other exceptional circumstances following a reasonable request from the Contractor.

2.03 Reserve the right in serious cases of default by the Contractor, to employ other persons to make good any defects or omissions in the Contract and to recover the cost from monies owing to the Contractor.

2.04 Reserve the right to inspect the work and materials for use on the site at all reasonable times.

**3.00 Contract Prices:**

3.01 Contract prices shall not include Value Added Tax.

3.02 Where variations to any part of the Contract or extra work are required, then the Contractor will be asked to submit revised or additional quotations, if no billed rates exist. Such variations will not invalidate the Contract.

3.03 Consideration will be given to an increase in contract price, resulting from delays outside the control of the Contractor.