



High Peak Borough Council and Staffordshire Moorlands District Council (*working as a Strategic Alliance*)

PROJECT REF: P4112

Windows, Doors and Glazing requirements

Preliminaries

Contracting Authority:
High Peak Borough Council

PROCUREMENT

PROJECT PARTICULARS

Names of Parties

Employer:	High Peak Borough Council, Buxton town Hall Buxton, Derbyshire SK17 6 EL
Principal Designer	Assets Capital team High Peak Borough Council, Buxton town Hall Buxton, Derbyshire SK17 6 EL
Contract Administrator	Steve Mycock High Peak Borough Council, Buxton town Hall Buxton, Derbyshire SK17 6 EL

Dimensions and Site Visit

The Contractor must price from the specification provided prior to submitting a tender to ascertain for himself the nature of the whole works involved as no allowance will be made afterwards for any alleged ignorance.

The contractor **MUST inform HPBC** of any site visits before they are undertaken to be allowed any access to the sites.

Any dimensions given within the Specification are purely for guidance only.

Samples

The Contractor shall supply samples of the various materials as may be required.

Accepted samples may be retained by the Contract Administrator and materials delivered which are not up to the standard of the samples will be rejected.

CONTRACT PARTICULARS AND CONDITIONS:

Form of Contract

The form of contract shall be the JCT Measured term building contract.

Performance Guarantee Bond or Parent Company Guarantee (Contracts over £100,000)

The Contractor shall nominate the Bank or Insurance Company, which will stand security of the Bond to the value of 10% of the Contract value and state the premium to be charged on the Form of Tender. Should the Employer elect to implement this Bond the net value of the premium will be added to the Contract Sum. A Parent Company Guarantee would be accepted as an alternative.

The Bond or Parent Company Guarantee subject to the approval of the Employer should be in place for a sum equal to one tenth of the amount of the Contract Sum, for securing the due and completed performance of the Contract and of all the obligations to which the Contractor may be liable under the terms of the Contract, or which the Employer may sustain about or concerning the Contract. The Bond will be terminated following the issue of the Contract Administrator's certificate of Practical Completion.

Should the Contractor wish to commence works prior to the confirmation of the bond then the employer shall retain the sum of 10% as retention from all interim valuations until such time as the bond is in place.

Accounts

The contractor will be required after final settlement of the Contract, to retain all relevant time sheets, wage books, vouchers, comparative quotations and receipted invoices in connection with the Contract for a period of twelve months from 31st March next following payment of the final account or until inspected and approved by the Employer and District Auditor whichever date may be the later.

Overtime

No overtime is to be worked without the written permission of the Contract Administrator. Any such overtime will be at the Contractor's own expense and permission will be conditional upon the Contractor maintaining constant supervision by his foreman-in-charge during such periods

Valuation and Payments

The Contractor will operate an application system to approve costs before invoices are received. HPBC will work with the Contractor post award to formalise the process. Unless the application is considered to be significantly unusual in form or content the invoices will be approved for payment within 10 working days of receipt and entered into HPBC's payment system within 5 working days from receipt of batch invoice, which normally effects payment within 30 days of receipt of Invoice

The key principles of these procedures are: -

- Start and Completion dates and prices are to be submitted and recorded on the systems

- Values are checked against the relevant Schedule of Rates submitted and works completed
- Valuation Certificate produced by HPBC and sent to Contractor once 100% of post inspections are complete
- VAT Invoice raised and passed to HPBC along with Certification
- Invoice received then passed for payment and amount notified to Finance

Failure by Contractors to Complete within the Required Timescale – General Damages

If work or service orders and/ or tasks and/ or Contract Administrator instructions are not responded to or completed within the time specified or by any later date fixed by the Contract Administrator, HPBC reserves the right to either recover from the Contractor any loss and expense incurred by HPBC and/ or customer or employ another contractor to complete the work, checks or servicing as a result plus an administration charge of 15%.

Objectives

The main objectives of this contract are:

- Replace windows and doors to council houses.

HPBC seeks to develop an integrated team that works together to deliver an excellent service based upon the following key principles:

- Customers at the heart of the service
- Shared goals and ownership
- Delivery of a quality service within the budgets determined by HPBC business plan
- Effective lines of communication
- Effective and efficient deployment of skills, experience and resources within the team
- Minimum process steps
- Inspection and measurement processes minimised or removed
- Performance led
- Evidence to substantiate performance

OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER

Labour only Sub-Contractors

The Contractor shall not employ in or upon the works or in any part thereof, any labour-only sub-contractor (other than in accordance with national working rules settled by the National Joint Council for the Building Industry).

For the purpose of this clause a 'labour-only sub-contractor' shall mean any sub-contractor undertaking to execute any part of the Works on terms that the materials and/or equipment and plant needed or used by such sub-contractor shall be supplied or paid directly by the Employer or Contractor. If the Employer so requires, the Contractor shall produce evidence to the satisfaction of the Employer that any sub-contractor employed or formerly employed on the Works is not or was not a labour-only sub-contractor employed other than in accordance with the said national working rules at the time of such employment. If in any case the Employer shall not be so satisfied the Employer shall be entitled to determine the Contractor's employment notwithstanding that the Contractor may have ceased to employ such sub-contractor on the works.

Advertising

The Contractor shall not display advertisements on the site nor permit advertisements to be displayed without the written permission of the Contract Administrator.

Police Regulations

Allow for ascertaining and complying with Police Regulations and Road Traffic Acts.

Control of Pollution Act

The Contractor must allow in his tender for all expense caused by compliance with Section 79 of Part III (Noise) of the Environmental Protection Act 1990

The Contractor must respect the current noise emission levels set by the Environmental Health Department of the Local Authority.

Supervision

The Contractor shall maintain on the contract during all working hours, a competent foreman who shall be his fully accredited representative with authority to take instructions and carry them out. **The Contractor will also provide a 24 hour mobile telephone number for emergencies, leaks, repairs etc.**

Hours of Work

With the exception of emergency work, all works to be carried out between the hours of 8.00 a.m. and 5.00 p.m. Monday to Friday, unless consent is obtained from the Contract Administrator.

Identity Documents

The Contractor must provide photographic identity cards for all their employees, which must be worn at all times. The cards must have an expiry date.

Tenants Care

The Contractor must, through suitable instruction and training ensure that the workforce engaged in this contract (including subcontractors) adopt a high standard of tenant care at all times. Any additional staff brought in after the start of the contract must be instructed as above

The use of radios for site entertainment is not permitted.

European and UK smoking legislation must be adhered to.

Tenants must be treated with respect and in a friendly and courteous manner. In particular the requirements of the elderly and those with special needs must be sensibly and sensitively dealt with.

All workers will act as quietly as possible and take steps to minimise disruption to tenants. The Contractor shall take all steps to ensure that the properties are protected from all inclement weather and will also provide an out of hours contact name and telephone number for any emergencies.

The contractor must treat the property with respect and must make all attempts to minimise disruption and damage. The contractor shall be liable for any damage they cause to the tenants own property.

The contractor, any workers or sub contractors must not make any comment or pass opinions relating to housing maintenance decisions or a High Peak Borough Council policy. Any queries about such a decision should be referred to the Contract Administrator.

Customer Liaison

The Contractor is required to ensure that the following areas of Customer liaison are carried out:

- Write to the Customers to inform them of the work which is to be undertaken at least 14 days in advance of any work starting, with a follow up phone call no longer than 24 hours before works start to confirm the appointment.

- Initiate, organise and attend any necessary Customer meetings.
- Arrange appointments with the Customers.
- Obtain any customer specific needs
- Visit with the relevant project officers and designers and identify potential social or technical problems.
- Assist the Customers to make any necessary decisions and choices.
- Ensure the Customer signs the necessary choice forms.
- Explain the process for the works, and advise them on any precautions they will need to take, such as rolling back carpets and creating working space.
- Organise access for the improvement works.
- Communicate with the Customer throughout the works as appropriate.
- Ensure that handover and completion procedures operate in a Customer friendly fashion.
- Ensure that the Customer can use the new components fitted within the property and provide the Customer with documentation.
- Liaise with the Customer for the rectification of any defects; aim for zero defects and provide the Customer with a timescale for rectification.
- Initiate and manage any complaints procedure.
- Provide regular feedback on progress, Customer satisfaction and procedures to the project team.

The Contractor will also be responsible for keeping the properties completely watertight whilst the works are in progress and is to take all steps to ensure that adequate protection is afforded and to meet all such claims should any damage occur.

Access Arrangements

The Contractor shall be responsible for managing and making all necessary arrangements with customers for gaining access into dwellings so that work can be completed within the required completion period.

HPBC shall not make separate payment for access attempts made by Contractors that fall outside agreed procedures. Compliance with the access procedures below are deemed to be wholly included in Contractors tendered prices and rates. No payment shall be made for abortive calls.

Note: cold-calling by the Contractor is not permitted unless agreed with the Contract Administrator

Vulnerable Customers

HPBC & the contractor recognise that certain groups of customers may require higher service standards and enhanced solutions. The Contractor will be expected to provide resources, systems and communication links to ensure these needs are met. These measures can include, but are not limited to: -

- Shorter completion times
- Visiting in pairs
- Visiting out of hours
- Visits accompanied by an officer of the housing team

- Dealing with specialist equipment or installations
- Faster response times
- Alternative methods of working
- Increased management involvement

Managing Complaints

HPBC and Contractors shall develop and agree a single framework (a single seamless set of procedures) for jointly managing informal and formal complaints for the Contract that fully and properly integrates with HPBC's Complaints Policy & Procedure.

- Informal complaints are those where a customer implies that there is a complaint or where on a professional basis HPBC and/ or Contractor recognises customer feedback as being the basis of a complaint, even though the customer may not expressly state this.
- A formal complaint is where a customer verbally or in writing expressly states that they are making a complaint.

HPBC recognises that in the right circumstances, formally registering customer feedback as a complaint and then professionally managing and following it up is good practice, demonstrates customer focus and service and creates an opportunity for learning and service improvement

Out of Hours and Breakdown Calls

Contractors will be required to provide an emergency number to include out of hours, bank holidays and weekends. This number will be given to HPBC Call Centre for use in cases of emergency or failure of the system.

The Employer reserves the right to employ another Contractor in order to fulfil all obligations to the Tenant should there be no appropriate response from the Contractor. The cost of this plus a 10% administration fee will be charged to the Contractor whose original duty it was to respond to the call.

The Contractor will be required to provide a weekly list of calls to the Contract Administrator as information required by the Employer.

Day-work

The written approval of the Contract Administrator shall be obtained before any authorised variation is submitted on a day-work basis. Subject to this approval, time sheets giving details of the names and trades of Employees engaged thereon, together with quantities of material used are to be submitted to the Contract Administrator for signature and approval within one week of the execution of such day-work. The Contract Administrator's signature will not in itself constitute an acceptance for payment but such signed sheets shall be deemed to be a true and accurate record of the time expended and materials used in the execution of the variation. The Contract Administrator shall have power to reduce the amount of time and material shown on any sheet, prior to signature, if, in his opinion, such amounts exceed that which should reasonably have been expended, having regard to the circumstances in which the variation was executed. The Contractor shall be fully responsible for seeing that all the requirements of this note are communicated to and

observed by sub-contractors. Day-work sheets not meeting the requirements of this note will be rejected.

All work valued on a day-work basis shall be calculated in accordance with the definition of Prime Cost of Day-work carried out under a Building Contract, Third Edition, 2007. Issued by the R.I.C.S. and the Construction Federation., together with percentage additions to each section as defined in Section 3 option A .

The rates for plant are to be those contained in Section 5, Plant for use in connection with Prime Cost of Day-work carried out under a Building Contract, Third Edition, 2007. Issued by the R.I.C.S. and the Construction Federation. (Sixth revision 1st July 2010) published by the R.I.C.S.

Inspections and Visits

HPBC and the contractor will develop and agree on a post work inspection regime.

Notices and Reporting

HPBC and Contractors shall develop and agree the format of any and all written notices required for the Contract post award.

HPBC and Contractors shall develop and agree all necessary daily, weekly and monthly reporting procedures post award which shall wherever practicable be “live” and self generating from the Contractors IT system and will include requirements for Task orders, out of hours calls and attendances, appointments made and kept, variations, access records, progress records, performance, repairs logs, safety check records, etc

All records relating to individual properties shall contain the following minimum property information at all times:

- Full property address including number, block number/ name and street name
- Full post code
- HPBC’s unique property reference number (UPRN)
- The customer’s full name

All Invoices submitted to HPBC shall contain the following information:

- The job order reference
- Purchase Order Number
- The property address
- The date of order
- The date of completion
- The job category or priority
- The original work instruction
- A note of the actual work undertaken, if different from the original work instruction
- The schedule of rates codes, frequency and price or, as may be applicable, the day work charges or agreed price

KEY PERFORMANCE INDICATORS

KPI 1	Customer Satisfaction – overall
Purpose	To determine the overall level of Customer satisfaction with the Works.
Definition	How satisfied the Customer was with the Works and overall Customer service provided by both the Client and the Service Provider, as assessed from specific questions in the Customer Satisfaction Questionnaire, using a 1 to 10 scale, where 10 means “Totally satisfied”, with the figure being expressed as a percentage.
Method	After the Order the Client will send the applicable Customer Satisfaction Questionnaire form at Appendix A or Appendix B to the Customer. For monitoring purposes KPI performance is also to be measured cumulatively for all questionnaires received since the Commencement
Targets	[100] % Targets may be revised by agreement between the Client and Service Provider.
Measurement Period	Monthly
Reporting interval	Monthly
Collection of data	Client & Contractor
Data processor	Client

KPI 2	Time – Major Works completed in time
Purpose	Progress programme (days behind or ahead of schedule expressed as a %)
Definition	To monitor the progress of completions against the agreed programme of works. The deviation of the planned time schedule is the difference in time between the planned programme against the actual schedule. Where access issues are encountered these will be removed from the KPI.

Method	Measure of completed works against the planned programme and reported monthly and cumulatively
Targets	Targets by agreement between the Client and Service Provider
Measurement Period	Monthly
Reporting interval	Monthly
Collection of data	Client & Service Provider
Data processor	Client

KPI 3	Safety – Service Provider’s accident rate
Purpose	To measure the number of reportable accidents occurred including employees of the Service Provider and Subcontractors who are working for the Service Provider.
Definition	Reportable accidents that have occurred for the duration of the contract including employees for the Service Provider and Subcontractors working for the Service Provider
Method	<p>Obtain from the Service Provider:</p> <ul style="list-style-type: none"> the number of reportable accidents from any part of their business or group (including Subcontractor accidents when working for the Service Provider) during the Measurement Period; and the average total number of employees of the Service Provider and of Subcontractors working for the Service Provider during the Measurement Period expressed as full time equivalents. <p>Performance =</p> $\frac{\text{Service Provider's number of reportable accidents in the Measurement Period}}{\text{Average number of employees (full time equivalents) employed by the Service Provider and by Subcontractors working for the Service Provider during the Measurement Period}}$ <p>Reportable accidents are defined by the Health & Safety Executive as fatalities, specified injuries and over 7 day incapacitations of employees, self employed and members of the public.</p>
Targets	Year 1 = [100%]
Measurement Period	Monthly and Year to date – using the latest annual figures available to the Service Provider
Reporting interval	Monthly / Annual
Collection of data	Contractor
Data processor	Service Provider

Safety officer

The contractor is to employ a qualified health and safety advisor to complete documented risk assessments

Safety of children and other vulnerable customers

The contractor shall take all reasonable precautions to prevent injury to children by implementation of the measures set out in the Children Act 2004 including:

- Discouraging and preventing trespass including erecting an adequate perimeter fence.
- Taking precautions where perimeter fence is or is likely not to be effective or not possible.
- Immobilising and making safe all vehicles and plant.
- Erecting guarding to edges of excavations, etc.
- Stacking materials in a safe manner to prevent their easy displacement.
- Preventing access to elevated areas.
- Preventing access to electricity supplies and sources of energy.
- Preventing access to and safely storing hazardous materials.

The above will also apply to vulnerable customers including persons who are mentally or physically infirm, or who have behavioural, sensory, speech or language difficulties. All works on site are to be undertaken with due regard to all relevant legislation and best practice.

Asbestos

The contractor shall ensure at all times that asbestos containing materials are managed properly, in accordance with current statutory requirements and that staff, engineers and operatives shall not exceed their level of training when handling such materials.

Under no circumstances shall the contractor and/ or their staff, engineers and operatives handle, remove or dispose of asbestos based products that should only be handled, removed or disposed of by a licensed specialist contractor.

All staff, engineers and operatives shall be trained and qualified to a basic level of asbestos awareness and qualified to allow “work” on “low-risk” asbestos containing material.

The contractor shall provide evidence to HPBC that staff, engineers and operatives working on the contract are properly trained and qualified before commencing the works when requested by HPBC.

Where asbestos products other than those noted above as “low risk” are encountered during the course of any service/ work by the contractor, they are required to immediately cease service/ work, making safe if possible, notify HPBC and seek further instructions.

HPBC will provide the contractor with the asbestos survey. The contractor is to ensure no works are undertaken with products or materials where they suspect asbestos may be present, before they have been tested by HPBC approved asbestos consultant. The contractor is to ensure that all of their operatives and subcontractors receive suitable asbestos awareness training and that this is recorded on their training programme register.

Project management

The council seeks to construct project teams, working towards the successful conclusion of its contracts, recognising that for a contract to be described as successful, it must have been beneficial to all parties, including;

- The client as owner (landlord) of its housing stock represented by the contract administrator
- The customer as tenant or user of the property, and his representatives
- The contractor and his domestic sub contractors
- The nominated sub contractor
- The whole of the supply chain

This document sets out, and seeks to clarify, some of the operational duties and responsibilities, together with appropriate chronology, to assist in the smooth running of this project. Upon receipt of tenders, should your tender be recommended for acceptance, you will be required to complete the relevant sections and this document will become part of the formal contract. In the case of conflict with the JCT form of contract the latter will take precedence.

The Project Team and Core Group

The project will be run using a contract team representing each of the above stakeholders as may be appropriate, in this case the following personnel are to be identified and will share responsibilities and duties as described, acting individually and together towards the successful conclusion of the contract..

The Contract Administrator, representing the client, and described in detail within the formal contract. The CA will arrange project progress meetings at each of the following stages as a minimum

Pre contract as required to ensure accurate collection and dissemination of information about each of the parties, and to satisfy the requirements of the Council's procurement policies and practices.

To agree valuations and variations within the rules and procedures described within the councils procurement guide.

Upon execution of the contract

Monthly as the contract progresses

Upon completion of the contract

The CA will continue to have responsibility for the contract as described in the JCT documents and the remainder of these tender documents.

The Primary Contractor, and his representatives, who will be expected to take a full and pro-active role in the contract administration and supervision. The contractor will be represented at contract manager or director level, able to attend meetings and take decisions and responsibility without need for referral back to the board or managing director.

The Site Manager, or foreperson, who will represent the contractor on site and be responsible for day to day running of the project, managing operatives, sub-contractors, materials etc.

The Supplier, a representative of each of the principle suppliers of materials, who will be able to report and agree upon deliveries, materials quality and deficiency.

The Neighbourhood Coordinator, who will provide a consultation link to the tenants. This officer will suggest ways in which communications between tenants and the team can be improved, and will act as a facilitator if required to arrange formal tenant meetings and consultation.

Progress meetings

From the date of commencement onwards there is to be a monthly progress meeting, attended by all members of the team. This meeting will discuss and agree, for example;
Progress to date
Defects
Target progress, milestones in contract progression
Tenant liaison

Site progress

The Client's Representative (CR) will attend site as required to ensure an up to date record of works carried out and checked for defects. Day to day supervision will be the responsibility of the contractors site manager who will aim to minimise all defects, check works as it proceeds, advise the CR of any difficulties and variations to agreed works.

At least four weekly the CR will meet with the contractor's representative to agree the current value of the works, in line with normal practice, including
Works completed on site
Materials delivered to site, in secure storage or fixed as uncompleted works.

In the case of high value materials deliveries additional valuations may be agreed, subject to the approval of the Contract Administrator.

Completion meeting

Attended by all members of the team this meeting will discuss and agree;

- Valuation of works to date, as agreed previously in a joint visit by the CR and contractor's representative.
- Defects and snagging based upon a joint report of CR and contractor's representative.
- Issue of practical completion certificate

Project timetable

To detailed timetable will be confirmed over the next 5 years, in periods suitable to requirements

Supply chain

The Council recognises the importance to the project of deliveries on time, in full and with minimal defects. All primary suppliers must be involved openly in the project management process. Suppliers will be expected to report on all difficulties promptly in order that the project timetable can be adjusted as required to minimise delays.

Specialist and domestic sub contractors

The Council will seek to avoid the use of nominated specialist sub-contractors and suppliers and will support the experiences of the primary contractor in selection and administration of domestic sub contractors. In order to protect the interests of the council and its tenants, the contractor will only be allowed to use sub contractors who have been checked by the Council. Checks may include;

- Trade references
- Financial checks
- Checks on appropriate qualifications

Price and profit

The Council recognises that there is a need to all parties to make a fair profit and return on investment and risk associated with a building contract. Most of the works described are covered by a schedule of work that is priced as part of the tender process. All amendments, variations, additions and omissions are to be priced fairly and accurately as soon as practicable. The Contract Administrator may call-in copies of timesheets, invoices as required to justify claims for additional works.

Delay/disruption

All members of the core team share responsibility for ensuring that the programme is adhered to. All members of the team have a duty to report immediately, any circumstances where delay or disruption may be encountered.

It is recognised that construction work will cause disruption to the tenant, and damage to decorations. All members of the core team will work to minimise this disruption by; Ensuring adequate notice is given to the tenant of commencement, access requirements, and likely duration of the works.

Advise tenant of disruptions to services, electric supply, gas, etc. That may be caused by the works

Providing temporary supplies as appropriate, normally this will include fridge/freezers, cookers and central heating installations.

Warranty

The contractor will be expected to provide a warranty on all works and materials fitted for the minimum period of the rectification period specified, without dispute, and in addition will provide such warranties and guarantees as are described within the contracts documentation. Copies of all guarantees and warranties are to be handed over to the contract administrator at the completion meeting.

Problems and disputes

All problems and disputes are to be considered as they arise, in the first instance with the contract surveyor and site manager. In the event that they cannot be satisfactorily resolved they shall be referred to the core group at the earliest opportunity. If they cannot be resolved at that level then the terms of the formal contract will apply.

General facilities and site set up

Standards

Except where hereinafter specified to the contrary all materials are to comply with the latest British Standard Specification or equivalent national standard of another member of State of the European Community or international standard recognised in another Member State of the European Community in either of which latter two alternatives the Contractor is required to furnish the Contract Administrator with supporting documentation to prove that the materials offer guarantees of safety, standards of reliability and fitness for purpose equivalent to or in excess of the relevant British Standard Specification.

In the event of the Contract Administrator (whose decision shall be final) not being satisfied that the materials proposed meet the required standard the Contractor shall comply with the latest British Standard Specification and no claim for additional costs incurred with such compliance will be entertained.

Except where hereinafter specified to the contrary all workmanship is to comply with the latest British Standard or Code of Practice.

Labour and materials

The contractor is to provide all labour, tools, scaffolding, materials and tackle necessary for the carrying out of the work in a proper and satisfactory manner.

Scaffolding

The contractor shall provide any and all scaffolding considered necessary for the execution of the whole works, this must be included in their costing/pricing return. No works are to be carried out at a height considered hazardous above ground level without scaffolding. A ladder is to be considered a means of access, not a working platform. Scaffolding shall be erected in compliance with all current safety requirements.

The contractor shall also be responsible for the dismantling of any scaffolding immediately upon completion of the works to each property. Scaffolding left in-situ overnight is to be adequately secured against unauthorised access. Scaffolding abutting private or public footpaths or public highway is to be adequately fenced off and signposted so as to prevent accidents. Scaffolding is to be properly inspected by a competent person and weekly and records kept on site, no amendments to the scaffold are to be made without the written approval of the scaffolding sub contractor.

Allow for any satellite dishes/aerials etc that need to be temporally removed, these need to be fixed securely to the scaffold to ensure as little disruption to the tenant. These need to be reinstated to original position once all affecting works have been completed.

Water for works

The contractor must provide clean fresh water for the works and make temporary arrangements for storing and distributing about the site as required, and pay for all charges in connection therewith, alter and maintain temporary work as necessary and remove and make good on completion.

Light and power for the works

The contractor must provide electricity and all equipment for lighting and power for the works, lighting for any scaffolding and temporary hoardings and the like, make temporary arrangements for distributing about the site and pay all charges in connection therewith, alter, adapt and maintain the temporary work as necessary and remove and make good on completion.

Safety, health and welfare of workpeople

The contractor shall allow for and maintain all measures and amenities to comply with all current codes, regulations, agreements and statutes, together with amendments thereto current at the date of tender governing welfare facilities relating to the building industry for the workpeople employed on the works. The contractor shall provide as a minimum:

- A suitable messing facility, including toilet and washing facilities
- Suitable containers for materials, materials are not to be stored in messing facilities
- Telephone for site contact and emergency use
- Adequate first aid facilities

Contributions, levies and taxes

The contractor shall allow for employer's contributions payable in respect of national insurance, pensions, industrial injuries, unemployment insurances, redundancy payments and any other contribution levies and taxes payable by the contractor in his capacity as an employer.

National working rules and other payments

The contractor shall allow for payments, costs, expenses, etc., authorised by the national working rules, together with all payments, costs, expenses, etc., in operating incentive scheme.

Temporary hoardings

Allow for and provide, fencing, hoardings, screens, fans, planked footways, guardrails, gantries and the like as may be necessary for the proper execution of the works, for protecting the public and others, and for meeting other authority and current safety, health and welfare regulations applicable to each trade.

Transport for workpeople

The contractor shall allow for all costs incurred in transporting work people and staff to the site including any payments of travelling time, subsistence and lodging allowances.

Temporary buildings

Provide as necessary temporary sheds, offices, mess rooms, sanitary accommodation, storage accommodation, and other temporary buildings as required for the works, including sufficient accommodation for site meetings.

Include for lighting, heating, cleaning and maintaining all temporary buildings. Pay all rates on temporary buildings if demanded.

Removal of rubbish etc.

All unwanted materials and rubbish resultant from the works must be removed from site as the work proceeds. On no account should such items be deposited in the dustbins and refuse containers provided for the normal occupants of the building.

Disposal of materials and waste must be in accordance with legislative requirements and waste transfer notifications for all controlled and special waste. Copies of all transfer notices are to be provided to the client before payment of valuation for completed works. Open skips are not to be used; all waste is to be removed in lockable skips and containers

General works description

The following general works description is intended to give the contractor a schedule of items required to be executed as amplification only of the works shown as being required on the contract drawings.

The various items are not intended to be fully descriptive in every detail of the work entailed in each item but contain sufficient information to enable the contractor to understand the scope of the work required.

Existing services - the contractor is to ensure before commencing work that existing mechanical or electrical services that are likely to be affected by the works have been tested, sealed off and made safe.

Contractors shall make allowance in the rates for the works or builder's quantities for all that is necessary for the completion of the works to the satisfaction of the project manager. No claims will be considered for additional quantities that could not have been reasonably foreseen.

The prices of all items included in this schedule shall be deemed to include for all making good given in the descriptions of the items.

The contractor's prices for any installation shall be deemed to include the work involved in all trades to the extent that can reasonably be foreseen and expected including disposal of all debris, rubbish, etc, arising from the works unless otherwise stated. All timber must be removed from site, no burning of surplus materials will be permitted at any time.

The prices of all items included in this schedule shall be deemed to include for storage of materials as required. It is the contractor's responsibility to ensure that any storage facilities are secure and allow for appropriate access for loading and unloading.

The terms such as "pull down", "supply", "provide", "fix", "install", "build", "construct", "remove", etc., shall all be construed as including all necessary labour, consumables, plants, tools, equipment, disposal/tipping charges etc.

Any contract drawings (where provided) and the specification are each to be considered explanatory of the other. Should any item appear in one that is not described in the other, no advantage shall be taken and the contractor will be deemed to have taken account of such item in formulating his rates.

Unless the contractor draws the attention of the Contract Administrator to any alleged shortfall or ambiguity in either the contract drawings or the specification before submission of his tender, then no subsequent extra will be allowed to the contractor by virtue of such item; it being assumed that in pricing the item the contractor was fully aware of the particular requirement.

Checking compliance of products

Upon delivery check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the contract documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:

- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- All accessories and fixings which should be supplied with the goods have been supplied.
- Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The products are clean, undamaged and otherwise in good condition.

Rectification period

Any defects, shrinkages or other faults which appear within 12 months of the order completion date and which are due to materials or workmanship not in accordance with the specification shall be made good by the contractor at no cost to HPBC.

As soon as possible after any part(s) of the work or any products are known to be not in accordance with the specification, or appear that they may not be in accordance, submit proposals to HPBC for opening up, inspection, testing, making good or removal and re-execution. In the event that such proposals are unacceptable to HPBC, contrary instructions may be issued.

Make arrangements with the customer and give reasonable notice of the precise dates for access to the various parts of the works for purposes of making good defects. Inform HPBC when remedial works to the various parts of the works are completed.

The contractor shall bring to the notice of HPBC, and confirm in writing, as soon as discovered, any defects or anomalies revealed or arising out of the works which may affect works ordered or, if works ordered, when completed would conceal a defect.

Should the contractor fail to do so, they will be required to carry out all necessary works as directed by HPBC to remedy the said defect or anomaly, wholly at the contractor's own cost.

In cases where the contractor neglects or refuses to comply with the foregoing conditions, the HPBC or their representative may on behalf of HPBC remove such materials and workmanship or any part thereof and replace the same with such other materials and workmanship as shall be satisfactory to HPBC.

HPBC will deduct all expenses thereby incurred or for which HPBC may be liable, from the amount of any money which may be or become due to the contractor or may recover the same from the contractor.

The contractor shall exercise great care at all times to prevent damage to the building structure, fittings and fixtures, furniture, equipment, finishes or the like and shall make good any damage caused by them at their own expense. Details of any such damage must be reported by the contractor to the HPBC immediately. The contractor is not to discuss any defects with the customers.

Section Three- Description of Materials and Workmanship

Generally

These preamble clauses shall apply to all work.

Definitions

The terms "take out", "take off", and "take down" shall include for disconnecting, temporarily blanking off services; carefully removing together with all associated fittings such as architraves, cover moulds, etc., with the least possible disturbance. Prices shall include for minor adjustments to adjacent fittings, pipe-work, cables etc., to enable the work to be carried out.

The term "set aside for re-use" shall include for carefully removing to a convenient place, removing all old nails and screws, cleaning and oiling if required; obtaining new nails and screws for re-fixing, protecting.

The term "clear away" shall mean:

In the case of surplus excavated material in small quantities: spreading and levelling over site where directed.

In all other cases removing materials from site, and providing tip, paying all fees and costs.

The term "renew" shall include for taking off, clearing away and supplying and fixing new all as described.

The term "fixing" shall include supplying, bringing to site, off loading, storing on site, mixing if required, cutting to length, size and shape and fixing in accordance with the relevant b.s. code of practice or the manufacturer's recommendations, connecting to services, waste etc., and leaving in full working order including testing as required, including use of small plant and provision of consumable stores.

The term "adapting" sinkings, mortices or drillings etc., shall include for both new work and making good to existing.

The term "ease and adjust" shall include for planning or cutting all door, window or frame types, oiling hinges and oiling and adjusting ironmongery and testing as required. The term "supply only" shall include for supplying, bringing to site, and off-loading into the garden of the property.

Approved, directed or selected

A where the terms "approved", or "selected" are used, they shall be construed as meaning to the approval, direction or selection of the authorised officer. Where the term "or other approved" appears, the approval of the authorised officer must be obtained before enquiries are made to suppliers marketing similar commodities.

Making good

The term "making good", which is deemed to be included in any description, whether or not so specifically mentioned, shall allow for all work in all trades necessary to leave the original structure and finishing's which are affected by the new work in good condition on completion. Making good shall include, as appropriate and as necessary but not exclusively:

- Removing defective finishing's and loose components around the item described.
- Filling in, dressing down, piecing in and patching.
- Making repairs and adaptations.
- Reinstating finishing's and re-fixing loose components.

Fixings

Use fixing and jointing methods and types and spacing of fastenings which are suitable having regard to:

- Nature of and compatibility with product/materials being fixed and fixed to.
- Recommendations of manufacturers of fastenings, and manufacturers of product/material being fixed and fixed to.
- Materials and loads to be supported.
- Conditions expected in use.
- Appearance, this being subject to approval.

Fastenings

For materials and components forming part of external construction to corrosion-resistant material or have a corrosion-resistant finish, as manufacturer's recommendations but otherwise:

- Nails to be not less than 25mm or 2½ times thickness of member through which nails are being driven, whichever is the greater.
- Screws to be not less than 12mm or twice thickness of member through which screws are being driven, whichever is the greater.
- Regardless of the specified minimum length, fastenings to be not longer than total thickness of members being jointed less than 5mm.

Plugging

Locate plugs accurately. Use propriety plugs in accordance with manufacturer's recommendations. When plugging through applied finishes ensure that plugs and fastenings have ample penetration into the masonry backing.

Adhesives

Type recommended by manufacturer of product being fixed and fixed to.

In the absence of such recommendations an adhesive recommended for the purpose by its manufacturer.

Chemical building products

Chemical building products shall be used and mixed strictly in accordance with the manufacturer's recommendations. Admixtures shall only be used where approved by the authorised officer. The use of calcium chloride will not be allowed.

Labours

All labours shall be deemed to be included within the cost of the main work items (e.g. fair returns to brickwork, forming arises to finishings, etc.) unless specifically itemised within the schedule.

Protection

The contractor is to allow in his prices for protecting the whole of the works carried out under this contract. And any materials stored on site.

Cleaning up

The contractor is to allow for thoroughly cleaning down all floors, walls, etc., in the various areas of work.

Security

The premises are to be made secure and weather tight each night to prevent unauthorised access. If site storage is not available then all materials to be stored securely and away from routes that tenants may use. If snow is expected then all external materials to be marked with poles and tapes to prevent trip hazards under snow.

Cement mortar

Cement mortar is to be composed of one part of portland cement to three parts of sand by volume mixed as required and used as fresh.

Gauged mortar

Gauged mortar is to be composed of one part of portland cement to one part lime putty to six parts of sand by volume mixed as required and used fresh.

Mixing mortar

Measure materials by volume, using clean gauge boxes. Proportions of mixes are for dry sand; allow for bulking if sand is damp. Mix ingredients thoroughly to a consistence suitable for the work and free from lumps. Do not over mix mortar-containing plasticizers. Use mortar within about two hours of mixing at normal temperatures. Do not use after the initial set has taken place and do not re-temper. Keep plant and bankers boards clean at all times.

Joinery materials:

Timber

All timber shall be in accordance with BS 1186-2:1988

All joinery shall be wrot, well seasoned, free from warp or other deformation and from signs of rot, worm or beetle, and shall not contain large or dead knots, shakes or other defects which are likely to impair the efficiency of strength of the timber relative to its requirements.

All timber shall be protected and shall have a moisture content of not more than 15% +/- 2% for external work or not more than 10% +/- 2% for internal work when fixed in position.

Unless otherwise specified all sizes of timber are nominal.

All timber other than skirting boards or architraves is to be treated with preservative. The contractor shall provide a certificate of assurance that the treatment has been carried out as specified. These certificates shall be kept by the contractor for inspection by the contract administrator.

All cross cut ends to new or existing work shall be liberally treated on site using an end grain preservative approved by the preservative processor and used strictly in accordance with the manufacturers recommendations.

All joinery shall be knotted and primed with alleged primer before delivery unless otherwise specified.

Plywood

Plywood shall comply with EN 314-2 Class 3 Exterior

Fixings

Nails shall be in accordance with BS EN 10230-1:2000, wood-screws in accordance with BS 1210, black bolts in accordance with BS 4190, and ragbolts, coach-screws and other accessories in accordance with BS 1494, part 1,2 or 3 as may be appropriate.

All other fixings, washers, nuts, etc., are to be in accordance with the relevant BS.

All fixings for external joinery be rust proofed.

Adhesives

The adhesive shall comply with BS EN 302-4

Mortar

Mortar shall be 1:3 mix of cement: sand.

Joinery workmanship:

Generally

Position components accurately, plumb, level and aligned as necessary, fix to manufacturer's recommendations to prevent pulling away or other movement during use and ensuring compliance with design and performance requirements. Door frames, unless otherwise specified, to be fixed at 600mm centres maximum with at least one fixing 150mm from each end and on joints and one adjacent to each hanging point on door.

Workmanship shall comply with bs 1186 part 2. Framing generally is to be mortice and tenon joints.

Store all timber and joinery under cover, clear of the ground and with good ventilation.

Fixing generally

Use fixing and jointing methods and types and spacings of fastenings which are suitable having regard to:-

1. Nature of and compatibility with product/materials being fixed and fixed to.
2. Recommendations of manufacturers of fastenings, and manufacturers of product/materials being fixed and fixed to.
3. Materials and loads to be supported.
4. Conditions expected in use
5. Appearance, this being subject to approval by the contract administrator.

The use of masonry nails for fixing door frames will only be allowed with the written approval of the contract administrator. Gun applied and foam fixing will not be allowed.

Length of fastenings

Nails are to be not less than 25mm or 2½ times thickness of member through which nails are being driven, whichever is the greater.

Screws are to be not less than 13mm or twice thickness of member through which screws are being driven, whichever is the greater.

Regardless of the specified minimum length, fastenings are to be no longer than total thickness of members being joined less 6mm.

Plugging

Locate plugs accurately. Use proprietary plugs in accordance with manufacturer's recommendations. When plugging through applied finishes ensure that plugs shall extend at least 38mm into solid brickwork or blockwork.

Foam sealants

The foam sealant shall be applied in accordance with the manufacturer's recommendations and shall be sunk 5 - 10mm from the external face of the frame, to provide an adequate key for mastic.

Timber frames

Unless otherwise specified, frames shall be fixed at 600mm maximum centres with at least one fixing 150mm from each end. Jambs to have minimum one fixing adjacent to each hanging point or door or opening lights. The gap between frames and brickwork shall not exceed 5mm. The gap between doors and frames shall not exceed 3mm.

Hanging of doors

Planing or sanding of doors to adjust clearance shall be carried out equally on both edges.

Beads and cover moulds

Wherever possible beads and cover moulds and the like are to be in one piece. Where running joints are unavoidable, approval by the contract administrator must be obtained for the location and method of jointing. Unless otherwise specified all angle joints shall be mitred.

Distortion

Components must not be distorted when fixing wedges or other packing or when tightening fixings. Components must not be cut, planed or sanded to remove distortion. Ensure adequate clearances for opening parts, adjust packings and fixings to eliminate binding if necessary.

Ironmongery

Assemble and fix carefully and accurately using screws or other fastenings with matching finish supplied by ironmongery manufacturer. Prevent damage to ironmongery and adjacent surfaces. On completion check, adjust and lubricate as necessary to ensure correct functioning.

Prices for fixing or refixing ironmongery shall include for changing hand of latch bolt, removing fixing or refixing knob or lever furniture, replacing any damaged fixings with new fixings with matching finish. All hinges shall be fixed with new screws.

Mastic pointing

Ensure joints are dry and free from frost, dust and grease. Mask adjacent surfaces which would be impossible to clean if smeared with sealant. Prepare joint and apply sealant to manufacturer's recommendations forming an approved profile. Remove excess sealant and leave clean.

Protection

Prevent damage to and distortion of joinery timbers during transit, handling, storage and fixing. Keep joinery clean and dry. Prevent marking of surfaces which will be visible in completed work. Provide protection as necessary and remove on completion.

Floor boardings

Chipboard flooring shall be laid in accordance with the recommendations of the weyroc worksheet 3.

Fix each board with two screws at each support to give flat true surfaces free from undulations, lipping, splits, and protruding fastenings. Allow for movement of timber when positioning boards and fastenings to prevent cuppling, springing, excessive opening of joints or other defects. Heading joints to be tightly butted and positioned centrally over supports, not less than two board widths apart in any direction. Keep boards dry, providing temporary covering if necessary

Plaster

Pre-mixed lightweight plaster shall comply with bs en 13279-1:2008

B board finishing plaster shall comply with bs en 13279-1:2008

Hydrated lime shall comply with bs en 459-1:2015

Angle bead shall be obtained from Expanded Metal Company Ltd., PO Box 14, Greatham Street, Longhill Industrial Estate (North), Hartlepool, TS25 1PR, or other approved.

Workmanship wall finishes:

Generally:

The whole of the plasterwork is to be executed in accordance with bs en 13914-2:2016

Mixing

All mixing is to be done on a clean platform, in a clean mixing box or in a mechanical mixer. Only clean water shall be added, no other admixture is permissible.

Dubbing out

The contractor is to allow in his prices for any necessary dubbing out coat in addition to the normal one/two coat work.

Repairing existing plaster or render

Cut out all loose, soft, friable, badly cracked or otherwise damaged areas as directed to form rectangular patches with straight edges undercut, rake out joints to brickwork or blockwork to a depth of not less than 13mm, wash and brush exposed backgrounds to remove all dust and loose material. Adjust suction of porous or dry backgrounds by wetting immediately before applying coating.

Bonding agent

Apply bonding agent where directed strictly in accordance with manufacturer's recommendations.

Applying plaster

Finish surfaces to a true plane to a correct line and level, with all angles and corners to a right angle unless otherwise specified, and with walls and reveals plumb and square, maximum permissible gap between and 1800mm straight edge and any point on the surface to be 3mm.

Apply each coat of undercoat firmly to achieve good adhesion, and in one continuous

operation between angle and joints. Rule to an even surface and cross scratch each coat to provide a key for the next hand-applied coat.

Allow cement based undercoat to dry out thoroughly to ensure that drying shrinkage is substantially complete before applying next coat.

Apply final coat of gypsum or lightweight plaster as soon as undercoat has set, is firmly bonded to background and has developed reasonable suction.

Trowel finishing coat to produce a tight, matt, smooth surface with no hollows, abrupt changes of level or trowel marks. Do not use water brush and avoid excessive trowelling and over polishing.

Angle beads

The prices for fixing metal beads are to include for setting in plaster and working up plaster to all edges.

Fixing plasterboard

Plasterboard shall be fixed with paper covered edges at right angles to main supports with cut edges staggered in alternate courses. The gap between boards shall not exceed 3mm. Boards shall be fixed to each support at 400mm centres working from the centre of each board. Joints between boards and between boards and plastered solid backgrounds shall be scrimmed and filled with the same plaster as for first coat. Allow plaster to set but not dry out between plastering.

Making good

All labour and materials required in making good or replacing damaged items to be the responsibility of the contractor. Where damage has occurred prior to the contractor commencing work, he should notify the contract supervisor.

The contractor must ensure that no dangers or open voids in floorings are left overnight.

Re-fixing and making good

All items of "refixing" must include for all necessary dressing, cutting, plugging and supplying and fixing of all softwood grounds.

All holes where plugs, ties and cramps have been removed are to be made good in cement mortar 1:3, and/or plaster as necessary.

Where patching or making good the contractor must include for supplying and fixing new materials if the re-use of old materials is not expressly stated. The contractor is to include for cutting plaster attached to items, which are to be removed with a chisel in order to minimise the amount of making good. All work described "to be made good" is to match the existing (painting and other decorative work excepted) and is to be left in good order.

The contractor is to allow for making good any work damaged or disturbed whilst carrying out operations.