

ASHFORD BOROUGH COUNCIL

Tender For:

Roof Refurbishment – 29 Units – Camden Terrace, Little Knoll and Noakes Meadow, Ashford, Kent

Contract Number: ROOF/17/2

Civic Centre, Tannery Lane, Ashford, Kent TN23 1PL

ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

<u>ROOF REFURBISHMENT – 29 UNITS - CAMDEN TERRACE, LITTLE KNOLL AND NOAKES MEADOW,</u> <u>ASHFORD, KENT</u> CONTRACT NO. ROOF/17/2

Form of Tender

We are willing to contract for and hereby undertake to carry out the works included in the Specification, and drawings, (if any), prepared by or in collaboration with S. Williams, and to her entire satisfaction, for the sum of:

Tender Sum	£	
		+
Contingency	£	5,000
Total Tender	£	

The Total Tender submitted is to remain valid for a period of 120 days from the date of tender submission.

1. For the use of a Registered Company

*For and on behalf of

To be signed by duly authorised officers on behalf of the company Address of Registered Office

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2. For the use of a Partnership or Sole Trader

Names must be in full Christian and Surnames and in the case of a partnership, all members of the firm must sign

Name:	Signature:	
Name:	Signature:	
Name:	Signature:	
Trading as:		
Address:		
Date:		

3. For the use of a Direct Services Organisation or other Organisation

To be signed by duly authorised Officers on behalf of Direct Services Organisation or other Organisations

Name:	Signature:	
Name:	Signature:	

Notes: (a) Ashford Borough Council do not bind themselves to accept the lowest or any tender.

⁽b) No tender will be considered where the tenderer in any way alters the conditions of tendering. Secretaries of Registered Companies are requested to insert the full name of the Company after the words "for and on behalf of" when signing the Form of Tender.

COLLUSIVE TENDERING CERTIFICATE

TO: Ashford Borough Council Civic Centre Tannery Lane Ashford, Kent TN23 1PL

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement of arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

- (a) communicate to a person (outside this organisation) other than the person calling for those tenders the content of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- (b) enter into any agreement or arrangement with any other person (outside this organisation) that they shall refrain from tendering or as to the amount of any tender to be submitted.
- (c) offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender to the said work any act or thing of the sort described above.

In this certificate, the word 'person' includes any persons and body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Signed:		Name:		
	· · · · · · · · · · · · · · · · · · ·	4	(in block capitals)	
In the capacity of:				
duly authorised to give s	such certificate for and on	behalf of		
(in block capitals)				
Telephone No:]	
Fax No:				
Email:				
Address:				
]

ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

THE EQUALITIES ACT 2010

In accordance with Section 18 of the Local Government Act 1988 this form duly completed and signed <u>MUST</u> be returned with your tender. Failure to return the form may result in your tender not being considered for acceptance.

	Question	Answer
1.	Is it your policy as an employer to comply with your statutory obligations under the Equalities Act 2010 and, accordingly, your practice not to treat one group of people less favourably than others because of their colour, race, nationality or ethnic origin in relation to decisions to recruit, train or promote employees?	
2.	Is your policy on discrimination set out:	
	 (a) in instructions to those concerned with recruitment, training and promotion; (b) in documents available to employees, recognised trade unions or other representative groups or employees; 	
	(c) in recruitment advertisements or other literature?	
3.	Do you observe as far as possible the Commission for Racial Equality's Code of Practice for Employment, as approved by Parliament in 1983, which gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities?	
4.	In the last three years, has any finding of unlawful racial discrimination been made against your Organisation by any court or industrial tribunal?	
5.	In the last three years, has your Organisation been the subject of formal investigation by the Commission for Racial Equality on grounds of alleged unlawful discrimination?	
6.	If the answer to question 4 is in the affirmative or, in relation to question 5 the Commission made a finding to your Organisation, what steps did you take in consequence of that finding?	

Signed:	
Company:	
Date:	

ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

CONDITIONS OF TENDER

<u>ROOF REFURBISHMENT – 29 UNITS - CAMDEN TERRACE, LITTLE KNOLL AND NOAKES MEADOW,</u> <u>ASHFORD, KENT</u> CONTRACT NO. ROOF/17/2

- 1. The Tender Sum must provide for all costs associated with the Description of Works in the Preliminaries and for satisfying all other obligations as set out in the Preliminaries and Specification.
- 2. The Total Tender must be exclusive of VAT, but in addition to the Total Tender the Contractor shall be entitled to claim from the Employer the amount of VAT properly chargeable on the component parts and service provided by him in the performance of the Contract.
- 3. The tender is to be priced in accordance with current legislation and the Instructions to Tenderers.
- 4. The essence of selective tendering is that the Employer shall receive bona-fide competitive Tenders from all persons tendering. In recognition of this principle, the Tenderer is to complete and return with his Tender the Collusive Tendering Certificate. Failure to do this may result in the disqualification of his Tender.
- 5. The Tenderer (whether his Tender is accepted or not) shall treat all documents relating to this Tender as confidential and in the event of a Tender not being submitted, all the enclosed documents must be returned to the Employer. The documents must not be passed or shown to any other person without the Employer's written consent.
- 6. The Employer shall not be bound to accept the lowest or any Tender and reserves the right to accept a Tender in part only.
- 7. The Employer shall not be responsible for, nor pay for, any expenses or losses which may be incurred by the Tenderer in the preparation of his Tender, or in respect of any cost associated therewith.
- 8. The Tender is to remain open for acceptance for 120 days from the date of submission of Tenders.
- 9. On submission of a Form of Tender duly completed and returned to the Employer in accordance with the provisions hereof a Tenderer will be deemed to have offered to carry out the services.
- 10. No Tender shall be deemed to have been accepted unless notified in writing.
- 11. The Tenderer shall in addition to the Form of Tender, fully price the "Schedule of Rates/Dayworks/Preliminary Costs/Schedule of Dwellings/Collection Sheet". Failure by the Tenderer to fully complete and return the Tender documentation may result in the Tender not being considered for acceptance.
- 12. The Total Tender is to include the contingency sum of **£5,000.00** which is to be expended only upon written instructions from the Contract Administrator.
- 13. The Form of Tender together with all documentation supplied by the Employer to the Tenderer must be duly completed and submitted to the Customer Services Manager at Ashford Borough Council, Civic Centre, Tannery Lane, Ashford, Kent. TN23 1PL by no later than <u>2.30pm on TUESDAY 1ST AUGUST 2017</u>. Any Tender submitted after such date may not be considered for acceptance. The Form of Tender must be sealed in the envelope provided by the Employer or in a blank envelope affixed with a gummed label provided by the Employer. Any such envelope shall not bear name or mark by which the Tenderer can be identified.

- 14. Tender envelopes may be delivered by hand to Ashford Borough Council, Civic Centre, Tannery Lane, Ashford, Kent TN23 1PL at the reception point. Deposits of hand delivered envelopes at any other location will render the Tender invalid. Tenderers are advised upon deposit of a hand delivered envelope to obtain a receipt from the receptionist showing the date and time of delivery and the subject matter to which the Tender relates. The receipt should be signed by the receptionist. In the event of a dispute over the existence or date or time of delivery of the hand delivered tender envelope, the Council will only accept production of a signed receipt as evidence that the tender envelope was properly delivered to the Civic Centre. <u>Please Note</u>: care must be taken when using "Datapost" or similar delivery service to ensure that the tender documents do not identify the name of the tenderers as this may disqualify the tender.
- 15. If the Tenderer is a Local Authority the Form of Tender MUST be accompanied with a signed statement in respect of Work undertaken by the Local Authority/DSO for bodies pursuant to the Local Authorities (Goods and Services) Act 1970 and under Section 111 of the Local Government Act 1972. The Statement must contain a general description of all Works undertaken by the DSO identifying.
 - i) Whether such Work is undertaken for the DSO Authority of some other body and, if some other body, the name of that body and the value of the Works.
 - ii) The Value of each aspect of Work.
 - iii) The Percentage (by value) of all Work undertaken for bodies other than the DSO Authority in relation to the total value of the Work undertaken by the DSO.

Failure to provide such a statement in a clear and readily understandable format may render the tender invalid.

INSTRUCTIONS TO TENDERERS

IMPORTANT – PLEASE READ BEFORE PRICING THIS TENDER

- 16. The Conditions of Contract shall be the JCT Agreement for Minor Building Works 2011 Edition (incorporating Amendment 1) and amended as set forth in the Schedule of Insertions/Deletions in the Contract. In addition the following provision shall be deemed incorporated. Where an appropriate Agrèment, British Standard Specification or British Standard Code of Practice issued by the British Standard Institution or a recognised body of any member state of the EC is current at date of the tender, all goods and services used or supplied and all workmanship shall be in accordance with that Agreement and/or Standard.
- 17. The Tenderer is advised to visit the sites before tendering to ascertain all relevant local conditions, the full extent and character of the operation the accessibility of the site, the dimensions of the work and facilities for obtaining any special articles, and obtain generally his own information on all matters affecting the execution of the works. No claims arising for his failure to do so will be considered. Should the Tenderer wish to inspect individual properties, at least 24 hours written notice must be given if requested by the tenant, in order to comply with the Council's tenancy conditions.
- 18. At any time before a date fourteen days before the date specified in 13 hereof a tenderer may by communication to the Employer request information or raise any query in connection with the proposed contract or these Conditions of Tender.
- 19. No alteration, deletion or insertion shall be made by the Tenderer to the text or prices of the Tender documents and if any are so made, they will be invalid and Tenders may be rejected.
- 20. <u>Where the Specification includes detailed schedules of work, the scheduled items are to be</u> individually priced and the whole document returned with the Tender.
- 21. The Tenderer must specify at the time of tendering any additional guarantees he is prepared to offer.
- 22. The prices entered by the tenderer shall include for all cost including (but not restricted to) all labour, materials, transport, plant, tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the Work in accordance with this contract.

- 23. No claim for extra costs due to the rates being inadequate will be allowed, and self-measurement where necessary is deemed to be included.
- 24. The prices entered should allow for access and working platforms as necessary to be used during the course of works up to two metres high.

Continuation Contracts

- 25. On satisfactory performance of this contract the Contractor may be offered additional contracts for works of a similar nature in the current or next financial year (April to March) at the same terms and rates herein. These 'continuation' contracts may be awarded for a further one financial year from the first continuation. No guarantee of such continuation contracts is given. To be considered the Contractor will need to meet or exceed our evaluation criteria. Any measures which the Contractor proposes in the way of 'continuous improvement' will also be strongly influential.
- 26. The Contract Administrator will, on a weekly basis, assess the Contractor's performance against the evaluation criteria detailed in the 'Contractors' Performance Appraisal' sheets and attached in the Appendix. The Contractor must achieve a rating in excess of 80% to be considered for subsequent contracts.
- 27. Failure of the Contractor to be awarded subsequent contracts will not entitle the Contractor to any claims for loss of profit or other injury as no commitment has been given by the Employer for such award(s) and the Contractor should take this into account when pricing the separate phases.
- 28. In considering the award of continuation contracts, the contractor will need to demonstrate that they have and can maintain sufficient capacity in all respects to perform the works satisfactorily.
- 29. If an extension to the Contract is accepted by the Contractor, the tendered rates as set out in the original tender document will be fixed throughout the duration of the extended Contract and will not be subject to any annual uplift.
- 30. The Contractor has the right to decline any offer of a continuation contract and this will not affect their eligibility for future tendering opportunities or assessments.

Best Value

- 31. The Council is obliged to recognise and adopt the Government's best value principles.
- 32. The Contractor shall provide assistance as may be reasonably required to the Council in implementing the best value principles in so far as they relate to and embrace the Works. Such assistance may include (but shall not be limited to):
 - Participating in the Council's performance measurement and review arrangements.
 - Assisting the Council's external auditor or other appropriate agency in its verification of best value performance.
- 33. The Employer and Contractor will use their best endeavours to meet the letter and spirit of Best Value and Best Value in Housing legislation.
- 34. This legislation is concerned with ensuring that all elements to the contractual arrangement share end and means and will work to bring the best possible out-turn for the employer.
- 35. The process and product of the contract will be constantly reviewed by all parties to it, in order to ensure that at all times it is subject to best practice.
- 36. The nature of the Client/Contractor relationship is that of partnering process and outturn. Both parties to the contract will use their best endeavours to ensure best value throughout the life of the contract.

1.00 PRELIMINARIES

1.01 TENDER DOCUMENTS:

Form of Tender Collusive Tendering Certificate Race Relations Declaration Conditions of Tender Preliminaries Specification Schedule of Rates Dayworks Preliminary Costs Schedule of Dwellings Collection Sheet Pre-Construction Information Tender Evaluation Criteria Appendices; Contractor's Performance Appraisal, Customer Satisfaction Survey, Satisfaction Note, Access to Premises Protocol

1.02 NAMES OF PARTIES:

<u>EMPLOYER</u>

Ashford Borough Council, Civic Centre, Tannery Lane, Ashford, Kent, TN23 1PL

CONTRACT ADMINISTRATOR

S. Williams (or her duly authorised representative) Ashford Borough Council, Civic Centre, Ashford, Kent, TN23 1PL Tel. No. (01233) 331111

PRINCIPAL DESIGNER

Ashford Borough Council, Civic Centre, Ashford, Kent, TN23 1PL (Contact: Mr J Young) Tel. No. (01233) 330865

1.03 **DEFINITIONS**

Contract means: Form of Contract, Form of Tender, Collusive Tendering Certificate, Race Relations Declaration, Conditions of Tender, Preliminaries, Specification, Schedule of Rates, Dayworks, Preliminary Costs, Schedule of Dwellings, Collection Sheet, Pre-Construction Information, Tender Evaluation Criteria, Appendices; Contractor's Performance Appraisal, Customer Satisfaction Survey, Satisfaction Note, Access to Premises Protocol

Contractor means: The person, whose tender is accepted by the Employer.

Total Tender means: The total sum, set forth in the Form of Tender annexed hereto.

Reference in these contract documents to 'Ashford Borough Council' or 'the Council' will be deemed to mean 'the employer' as stated in 1.02 above unless the context shows that it is obviously different.

1.04 SITUATION OF SITES

Ashford:	Camden Terrace	TN24 0EA
	Little Knoll	TN23 4QS
	Noakes Meadow	TN23 4QZ

1.05 DESCRIPTION OF WORKS

To renew the pitched roof covering complete finlock gutter removal and other associated works.

1.06 DEFINITIONS AND INTERPRETATION

The following definitions shall be used for the purpose of interpreting the contract and all documents relating thereto:-

<i>Contract</i> means:	the Form of Agreement, JCT Agreement for Minor Building Works 2011, Form of Tender, Collusive Tendering Certificate, Race Relations Declaration, The Conditions of Tender, The Specification, The Schedule of Rates, The Appendices A-G, Contractor's Method Statement.
Contractor means:	the tenderer whose tender has been formally accepted by the Employer.
Contract Period means:	the period commencing 21 st August 2017 to 19 th January 2018.
Current Regulations means:	those in force at the time of tendering.
Dayworks means:	a pricing mechanism for works not covered by the Schedule of Rates. Comprises all hourly rates for operatives plus the net cost for materials and plant, uplifted by a tendered percentage. Defined in RICS publication.
<i>Existing Structures</i> means:	The building or buildings owned by the Employer and in which the Works are to be carried out.
<i>Materials</i> means:	all materials, fixtures, fittings and ancillary items used by the Contractor and incorporated into the finished work.
Normal working hours means:	08.00 to 17.30 inclusive Monday to Friday excluding Bank Holidays
<i>Plant</i> means:	items of specialist equipment needed to carry out the works but shall not include those items that could, in the opinion of the Contract Administrator, reasonably be expected to be regularly used by the Contractor.
	Plant shall only be used on those works that warrant the use of specialist equipment. If in doubt the Contractor shall clarify whether an item will be treated as "plant" with the Contract Administrator before hiring the same.
Weekday means:	Monday to Friday inclusive (excluding English bank holidays)
<i>Work</i> means:	the matters described in Item 1.05 of the Preliminaries including any goods or materials to be supplied by the Contractor and any variations or additions thereof arising under the Contract.

1.07 FORM OF CONTRACT

The form of Contract shall be the Minor Works Building Contract issued by the Joint Contracts Tribunal Ltd. 2011.

1.08 AMENDMENTS TO FORM OF CONTRACT

Recitals

- 1st Recital After the words "the Employer wishes the following work carried out" insert "The provision of a Repointing Contract." After the words "to be carried out under the direction of" insert "Sharon Williams, Head of Housing." The words "the Architect" shall be deleted. The words "drawings numbered" (hereinafter called "The Contract Drawings") shall be deleted.
- 2nd Recital delete [all reference to "Contract Drawings"]
- 3rd Recital delete "or Work Schedules"
- 4th Recital delete
- 5th Recital delete

Articles

- Article 2 delete
- Article 3 insert "Sharon Williams, Contract Administrator"
- Article 4 delete
- Article 5 delete

Contract Particulars

- Fourth Recital and Schedule 2 (Base Date) Insert "3rd July 2017"
- Fourth Recital and Clause 4.2 delete "is a 'contractor"
- Fifth Recital delete "is not notifiable"
- Article 7 delete "do not apply"
- 1.1 CDM Planning Period insert the words "from award of Contract until commencement of construction" after the words " shall mean the period"
- Clause 1.8 shall be inserted: All materials shall conform and work shall be done to the standards required for compliance with the regulations, standards and codes of practice in force at the time of installation or execution.
- Clause 2.2 delete and substitute with; "the contract period shall be the period commencing 21st August 2017 and end on 19th January 2108"
- Clause 2.2 Date for Commencement of the Works Insert "August 2017"
- Clause 2.2 Date for Completion: Insert "20 weeks after commencement"
- Clause 2.2 delete "may" and substitute with "shall"

1.08 AMENDMENTS TO FORM OF CONTRACT (contd.)

- Clause 2.4 reference to Contract Drawings shall be deleted.
- Clause 2.8 Delete the first sentence and substitute with the following: If the works are not completed by the Date for Completion stated in the Contract Particulars or by any later Date for Completion fixed under Clause 2.7 then the Contractor shall pay to the Employer liquidated damages at the rate of (F x D) + (A x U) per week for every week during which the work remains uncompleted where:

 $F = \pounds 10.25$ A = £ 6.49 U = The number of units in respect of which works remain uncompleted

- Clause 2.10 After the words "Rectification Period" insert "twelve months from completion of all properties on the contract"
- Clause 3.7 delete
- Clause 4.2 delete
- Clause 4.3.2 delete
- Clause 4.8.1 insert "15 working days"
- Clause 4.11 and Schedule 2 Delete
- Clause 5.3.2 Insert "10 million"
- Clause 5.4A delete
- Clause 6.6 add the following; "The Employer shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation:
 - (1) If the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other Contract with the council, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to any Contract with the council, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.
 - (2) If the Collusive Tendering Certificate shall be found to be untrue in any respect.
- Clause 5.4B delete and substitute with by the following: "The Employer shall insure against loss or damage to the existing structures by fire, lightning, explosion, storm, tempest and such other risks as the Employer shall consider expedient"
- Clause 6.4 delete and substitute with the following:"If the Contractor without reasonable cause (in the absolute opinion of the Contract Administrator) fails to proceed diligently with the Work in strict accord with the Specification or wholly or partially suspends the carrying out of the Work, the Contract Administrator may give notice to the Contractor which specifies the default and requires it to be ended.
- Clause 6.4.2 delete

1.09 CONTRACT ADMINISTRATOR

The Contract Administrator or her nominated representative(s) shall act on behalf of the Council for the purpose of the Contract and shall have the authority to issue instructions to the Contractor on matters relating to the performance of the Contract.

1.10 DOCUMENTS MUTUALLY EXPLANATORY

The Contract is formed from several documents and shall be taken as being mutually explanatory of each other, any anomalies or discrepancies shall be referred to the Contract Administrator for clarification. Any such clarification shall be confirmed to the Contractor in writing by the Contract Administrator.

1.11 TENDER RATES

Nothing contained in the Tender documents shall modify, affect or override the interpretation or application of any paragraph in the Specification.

The Tendered rates in the Form of Tender and "Schedule of Rates/Dayworks/Preliminary Costs/Schedule of Dwellings" shall be fixed for the duration of the Contract, and include for all expenses to properly execute and complete the works.

The Tendered rates should include for all costs including (but not restricted to) all labour, material, transport, plant tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the work. No claim for extra costs due to the tendered rates being inadequate will be allowed.

1.12 PERIOD OF CONTRACT

The period of Contract will be 20 weeks from commencement.

1.13 PROGRAMME OF WORK

Within fourteen days of the date of the Form of Agreement the Contractor shall submit to the Contract Administrator for approval a Programme of Work. The programme shall detail on a week by week basis the order in which the Contractor proposes to undertake the Works to all the properties listed in the Schedule of Dwellings.

1.14 CONTACT POINT

The Contractor shall ensure that sufficient business telephone lines are available for the purpose of receiving incoming calls in respect of this Contract during normal working hours. This telephone number must be provided to the Contract Administrator at least 2 weeks prior to the commencement of the Contract.

The Contractor shall also ensure that all supervisors and key personnel employed on the Contract are provided with mobile phones, details of which are to be supplied to the Contract Administrator prior to commencement of the contract.

1.15 CONTRACT SUPERVISION

The Contractor shall ensure that a competent and qualified full time foreman is in attendance during 'normal working hours' to oversee and organise the progress of the Works. Such foreman shall be expected to be on site during the works and must be able to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the Contract Administrator. Instructions issued to the foreman will be deemed to have been issued to the Contractor. The foreman must liaise regularly with the tenants of the properties where works are in progress, preferably the day before, but in no case later than 9.30 a.m. on the day. Tenants must be aware if operatives are to be expected and if so what work will be carried out. The Contractor shall also ensure that the foreman is supplied with a mobile phone. The foreman will conduct their own snag of the works and; have any appropriate remedial works carried out before declaring the works ready for inspection by the Contract Administrator. Any subsequent defects identified shall be completed by the contractor within 7 days of notification.

1.16 EXTENT OF THE WORKS

The quantity and extent of the works specified will be at the Contract Administrator's discretion and no minimum or maximum amount of work to each property is guaranteed.

1.17 SCHEDULE OF RATES

Nothing contained in the Schedule of Rates shall modify, affect or override the interpretation or application of any provision contained elsewhere in the Contract documents.

The tendered prices in the Schedule of Rates shall be fixed for the duration of all Contracts awarded.

The tendered Schedule of Rates prices and Dayworks rates, shall be deemed to include for all costs including (but not restricted to); all labour, material, transport, plant, tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the Works. No claim or extra costs due to the tendered sums being inadequate will be allowed.

The Contractor shall provide all materials necessary for the execution of any work he is required to carry out under the contract and shall be responsible for the safe storage of such materials on site.

1.18 NON-SCHEDULE OF RATES ITEMS

Where there is no item in the Schedule of Rates for any part or parts of the Works it shall be valued by the Contract Administrator on a fair and reasonable basis having first regard to the tendered Schedule of Rates where applicable on a pro rate basis.

In the event of the Contract Administrator approving the use of Dayworks the Employer will pay to the Contractor the appropriate Tendered Daywork rates.

1.19 DAYWORKS

The Prime Cost of Dayworks shall be defined under the "Definition of Prime Cost of Daywork Carried out Under a Building Contract", as published by the Royal Institution of Chartered Surveyors and the Building Employers Confederation dated 1st December 1975. The percentage adjustment in the schedule of rates for materials and plant will be the percentage adjustment to the prime cost to cover incidental costs, overheads and profit as defined in Section 6 of the Definition of Prime Cost of Daywork Carried out Under a Building Contract.

1.20 WORK RECORDS AND TIMESHEETS

The Contractor shall keep proper work records and time sheets, showing the time worked by the people in his employ in and about the execution of the Contract and produce such whenever required for inspection by any person authorised by the Employer.

1.21 PERFORMANCE OF WORK

The Contractor will confirm with the tenant, as soon as practicable, dates and times for the execution of the Works, providing at least seven days' notice of commencement to ensure access when required. Once arrangements have been made with the tenant, the Contractor must confirm with the Contract Administrator the dates prior to commencement of the Works. Any problems with obtaining access should be reported to the Contract Administrator immediately. Every effort is to be made by the Contractor during the course of the Work to ensure that the continuity of services is maintained. The Contractor shall give a card to the tenant giving his name, address and telephone numbers for both in office hours and out of office hours.

The Contractor will only be allowed to advertise in a manner approved by the Contract Administrator.

The Contractor shall inform the Contract Administrator when existing hidden work is exposed. Such work is not to be covered prior to an inspection by the Contract Administrator.

The contractor will be expected and encouraged to maintain a consistent team of operatives dedicated to this and any continuation contracts. This is important to ensure good communications between contractor and employer and mutual understanding of expected levels of workmanship and methods of performing the works. It is in the contractor's interest to provide a consistent team as agreed methods working practices and standards of workmanship etc. conveyed to the foreman verbally or in writing will be expected to be disseminated to all operatives and applied thereafter across all properties. No exemptions will be given to new operatives on site who are not familiar with the agreed site practices.

If the Contractor is unable to complete the Works within the specified period he shall immediately notify the Contract Administrator stating the reasons/events for delay and the extent of the delay. Consideration will be given to an extension of time calculated in accordance with the contract.

1.22 TEMPORARY SUPPLIES

The Contractor shall provide and include for any temporary water supply or temporary lighting and power he may require for the Works and pay all fees and charges in connection therewith and remove the same on completion. Alternatively the Contractor should allow in his prices the costs of reimbursing the tenants if their power supplies are used.

1.23 MANAGEMENT ON SITE

Adequate site storage facilities and skips for materials and plant must be provided and sited in a position approved by the Contract Administrator. The storage of materials in the individual properties will not be acceptable.

The Contractor is to maintain excellent communications with the tenant and provide at least 24 hours' notice of his need for access to undertake work each day in order to comply with the Council's tenancy conditions.

The Contractor is requested to provide an 'outside normal working hours' contact telephone number for emergencies or call outs.

The Contractor shall be responsible for all damage or loss caused by or arising from the work including tenants' fixtures, fittings and possessions.

Care is to be observed when placing ladders, etc., against roofs, walls, etc., and the Contractor will be required to put right any subsequent damage or disturbance to decorations, structure and grounds caused.

1.23 MANAGEMENT ON SITE (contd.)

As a minimum the Contractor shall provide all personnel employed by him or engaged upon the work with a form of identification approved by the Contract Administrator which must contain the following details:

- (1) Photograph of Operative
- (2) Operative's Name
- (3) The Contractor's Name, Address and Telephone Number

This identification card shall always be worn clipped to the overalls when calling at tenants premises.

The Contractor is to protect all trees, shrubs and flowers except those that must be removed to enable the works to be executed and to replace any that become damaged at his own expense.

The Contractor will be responsible for finding suitable locations for skips and storage etc., approved by the Contract Administrator, and obtaining licences where required.

Plant, materials and waste should be stored in a tidy manner to keep obstruction and/or nuisance to a minimum. No materials are to be stored in the open.

On completion of the works the Contractor is to thoroughly clean the site and remove all splashes, debris, rubbish and accumulated materials relating to the works.

The Contractor is to maintain and protect public roads and footpaths, including statutory services and similar undertakings, and is to make good or pay for any reinstatement of all damage thereto.

Any water used shall be potable.

Welfare facilities and storage on site

The Contractor will be required to provide (in accordance with the Construction Regulations) and properly maintain in use the site facilities shown below. Their location is to be agreed with the Contract Administrator and (with the exception of skips) must be contained within one site compound fixed for the duration of the contract period unless otherwise directed by the Contract Administrator:

- 1. Site Hut (heated) to provide temporary site office and mess facilities, to include the provision of table; chairs; washing facilities including hot and cold (or warm water), basin or bucket, waste water collection/disposal, soap and towels.
- 2. Materials Storage Container central storage for unfixed materials on site and plant
- 3. Portaloo
- 4. Skip (separate skip for Asbestos waste as required must be within compound)
- 5. Recycling Storage

'Compound' will be deemed to mean an area fenced off with 2m high proprietary galvanised wire fencing panels.

The cost of these facilities is to be included in the Schedule of Rates under "Preliminaries". The contractor is to assume there will be no charge for the land occupied by the site compound.

1.24 PARTY WALL ACT AND ENCROACHMENT

The Contractor to notify the Contract Administrator immediately if the proposed works necessitate a notice to be served

If the execution of Works requires that workmen must enter upon property adjoining the Works, the necessary permission must first be obtained by the Contractor. The Contractor shall indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of his employees. Workman will be allowed only into such parts of the site and buildings as may be necessary to execute the Works.

1.25 MATERIALS AND WORKMANSHIP

Unless otherwise specified where an appropriate Agreement, Standard Specification or Standard Code of Practice issued by either the British Standards Institution or a recognised body of any member state of the E.C. is current at the date of tender, all goods and services used or supplied and all workmanship shall be in accordance with that Agrément and/or Standard, free from flaws of defects. The Contract Administrator shall have full power to reject any materials or workmanship which in his opinion are unsuitable for the purpose for which they are intended or are not in accordance with the specification. Any materials and workmanship rejected shall be removed from the site and proper materials or workmanship substituted therefore at the Contractor's expense.

1.26 DEFECTIVE MATERIALS OR IMPERFECT WORK

If at any time the Contract Administrator shall disapprove of any of the materials employed, the Contractor is to forthwith remove such materials from the site and to substitute others of approved quality and where any portion of the Works executed shall be considered defective or imperfect, or not in accordance with the terms of the Contract, such defective or imperfect Works shall be forthwith removed and the Works re-executed in an approved manner at the Contractor's own cost.

If the Contractor fails to remove or make good any defective or unsatisfactory work within seven days of notification, the Contract Administrator shall, at his discretion, have the power to complete or rectify the work using an alternative Contractor and shall, in so doing, have an overriding duty to mitigate his loss. Any costs involved in the rectification of the work, shall, at the Contract Administrator's discretion, be re-charged to the original Contractor and the amount deducted from any monies outstanding to the original Contractor.

For avoidance of doubt this includes snagging items. The Contractor is expected to conduct his own snag of the works in accordance with clause 1.15. If any defective items are noted at the sign-off inspection by Contractor and C.A. they must be rectified within 7 days.

Should any claim for payment be rejected by the Contract Administrator due to defective workmanship or materials, the Contractor will be required to carry out remedial works at his own expense within seven days of notification by the Contract Administrator of defective work. Once completed the Works will be subject to re-inspection following receipt of the re-submitted invoice.

1.27 INVOICE AND PAYMENT

Prior to the submission of an invoice a joint visit will be required to agree the schedule of rates used and any additional works.

To avoid the risk of rejected invoices necessitating re-submission and inherent delay, the process for invoicing and payment will be; applications for payment, agreement of figures, invoices and pay. Described as follows:

Application for payment: the contractor submits his draft account of completed works to date itemising all the SOR items and the relevant measures for each property and in accordance with the contract. The valuation and payment process will run on a 28 day cycle in accordance with the contract.

Agreement: The Contract Administrator will check the application for payment for correctness and confirm the figures are correct or identify discrepancies within 7 days. Once the figures are agreed the contractor is to submit his invoice to reflect the agreed amounts.

1.27 INVOICE AND PAYMENT (contd.)

Invoice and payment: Once the invoice is received it will be processed immediately for payment, subject to all other conditions for payment (e.g. supporting documents, certificates provided etc.) having been met. Invoices must show the correct date of submission or else risk being rejected. The Councils' finance team operate a weekly cycle of payments. Payment certificates are processed on a Thursday morning. Payments into suppliers/contractors accounts are made on a Tuesday. Payment will be made by BACS on the Tuesday that falls on or immediately before 14 days after the interim valuation due date. Payments can only be made when in receipt of a valid VAT compliant invoice.

Invoices will only be processed for payment if supported by; a detailed breakdown of the amount claimed and approved, all relevant electrical certificates (include. Part P certification of compliance), Gas safety certificates where applicable and a Tenants Satisfaction Note.

<u>Valuations for payment will be determined using the actual measured quantities fitted on</u> <u>site</u> (priced in accordance with the tendered rate in the appropriate Schedule of Rates item. No additional payments will be made for product wastage unless it is in excess of that which is considered to be normal for this type of work and this will be at the Contract Administrator's absolute discretion.

Paid measurements will be in whole units with measures =/> 0.5 rounded up.

No payment in respect of any individual property will be made unless all the Works detailed in a specified item in the Schedule of Rates and all Works listed to be carried out have been duly completed to the reasonable satisfaction of the Contract Administrator.

No valuation will include any element for unfixed materials stored on site unless specifically agreed with the Contract Administrator prior to their delivery.

Should any sum of money become payable by the Contractor to the Employer, then such sum or part thereof may be deducted by the Employer from any monies due to the Contractor whether arising from this contract or otherwise.

The Employer's Deputy Chief Executive may require information and documents relating to accounts/invoices in order than an audit may be undertaken prior to any payment.

1.28 VARIATIONS

Where the Contract Administrator issues variations to the works, the Contractor must detail and price such in the application for payment invoice.

Any addition to, omission from, or any other change to the works, may be made by the Contract Administrator at any time. Where this involves delay consideration will be given to extending the contract period.

1.29 STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES

The Contractor shall comply with and give all notices required by statute, or any statutory instrument, rule or order or any regulation or by-law applicable to the works and shall pay all legally demandable fees which will be deemed to be included in the tendered rates.

1.30 EFFECT OF CERTIFICATES

No certificate of the Contract Administrator shall of itself be conclusive evidence that any work, materials or goods to which it relates are in accordance with this Contract except where and to the extent that any of the particular qualities of any materials or goods or any particular standard of an item of workmanship was described expressly in the Specification or Schedules of Work or in any instruction issued by the Contract Administrator to be for the approval of the Contract Administrator or to be to the satisfaction of the Contract Administrator.

1.31 VALUE ADDED TAX

The sum or sums due to the Contractor under the Contract are exclusive of value added tax and the Employer shall pay to the Contractor any value added tax properly chargeable by the Commissioners of Customs and Excise.

1.32 HEALTH AND SAFETY

The Contractor shall at all times during the Contract period comply with the requirements and provisions of the Health and Safety at Work Act 1974 and further at his own cost must provide and maintain welfare and safety measures up to the standard outlined in the (including latest amendments of) Construction (General Provisions) Regulations 1961 S.1 1580, as amended S.I 1988 No. 1657 and S.I 1989 No.635 the Construction (Lifting Operations) Regulations 1961 S.I 1581, as amended by S.I 1989 1141 the Construction (Working Places) Regulations 1966 S.94, The Construction (Health and Welfare) Regulations 1996 S.95, as amended by S.I 1980 No.1248 and S.I 1981 No.917 and where applicable the Work Place Health Safety and Welfare Regulations 1992, and The Factories Act 1961, Electricity at Work Regulations 1989 No.653 1990 both as regards his own work people and for the work people of the sub-contractors or specialist firms employed on the site under the supervision of the Contractor, also occupants of premises, or the public using premises, or employees of the Employer visiting the premises which are the site of works order under this Contract.

The Contractor shall allow for suitable, heated, welfare facilities, serviced with hot and cold running water and WC facilities. There should be a rest area and means of heating food and drying clothes etc. The Contractor must allow for providing and maintaining power services and to relocate the facilities as necessary to be conveniently accessed, as the contract progresses from area to area.

In the carrying out of the work or services under this Contract the Contractor, and all his employees' sub-contractors and any other person working to his order shall observe all provisions statutory or otherwise.

The Pre-Construction Information (annexed hereto) is a compilation of information regarding the significant health and safety risks relating to the project, which the principal Contractor will have to manage during the course of the works. The Contractor should take this information into account when preparing his tender, and price accordingly.

A method statement and/or risk assessment is required from the Contractor, and should be included in your tender submission.

Construction (Design and Management) Regulations 2015

The Contractor shall at all times comply with the requirements and provisions of the Construction (Design and Management) Regulations 2015.

A method statement and/or risk assessment is required by the Contractor, and should be included in your tender submission.

The Principal Contractor is responsible for developing and preparing the Safety File for this project. The completed Safety File will be passed to the Employer at Practical Completion

The Principal Designer will be the Contract Administrator.

1.33 ASBESTOS

<u>Working with Asbestos</u>: When carrying out work of any kind on asbestos based materials particular attention is drawn to Ashford Borough Council's Code of Practice, the Control of Asbestos Regulations 2012 and Statement of Policy on asbestos which will be strictly enforced and is available on request.

1.33 ASBESTOS (contd.)

The employer will commission asbestos surveys where appropriate to identify and make the contractor aware of any Asbestos Containing Materials (ACM's) so far as is reasonably practicable that might be disturbed by the works before they start. If there is any doubt as to the likely presence of any ACM's then a survey will be requested. If there is very good reason to presume there are no ACM's present (e.g. age of property or significant preceding negative surveys for similar properties) then no survey will be done for that property in advance.

In any event, the Contractor must be aware that ACM's may be discovered during the course of the works. It is therefore essential that all operatives have received Asbestos Awareness Training in the last two years and are fully conversant with the Contractors RAMS in this regard. In particular all operatives must be aware of the emergency procedures should an ACM be disturbed AND likely to have released fibres above the control limit.

The Contractor will be required to submit his asbestos related RAMS and Asbestos Policy prior to the works starting together with records showing the asbestos training of operatives so that an assessment of their asbestos competency can be undertaken.

The employer expects the Contractor to be fully conversant with the types of ACM's that are typically encountered with this type of work and in this archetype and the relative regulations ACoPs and HSE Asbestos Essentials Information sheets such that they are aware what work requires an asbestos licensed contractor and what work is notifiable to the HSE. The expectation is that the Contractor will use its own operatives to undertake any un-licensed non-notifiable works in a safe approved manner. If the Contractor chooses to use a licensed contractor for unlicensed non-notifiable works the employer will not entertain any claims for additional costs incurred. When pricing the SOR for removal and disposal of ceilings and floor tiles the Contractor is to presume these are ACM's and allow for all additional costs in their price.

The contractor will be required to provide waste consignment notes and Plans of work for all ACM's removed. In addition, where works are notifiable a copy of the ASB5 notice to the HSE will be required as well as Certificates for re-occupancy. The employer will provide the analyst to supervise licensed works, monitor air quality and complete the four stage clearance tests of enclosures.

The Employer required all notifiable works to be undertaken by a Licensed Asbestos Removal Contractor.

1.34 ENVIRONMENTAL POLICY

General building materials shall be sourced from a supplier holding ISO14001 certification, proving environmentally aware management systems.

The Contractor is responsible for recycling or disposing of waste at approved disposal sites and shall include the costs thereof within his tender. Waste is to be cleared from dwellings at the end of the day. On no account is waste to be stored in gardens, not even on a temporary basis.

Waste arising from works that is not recyclable is to be stored in enclosed, skips until full. All full skips must be removed from site immediately. The Contractor is responsible for supplying all skips required and finding suitable locations for them. The Contractor is also responsible for obtaining all licences and approvals required.

The Contractor will implement and observe the Employer's Code of Practice for noise and dust from construction sites. If the works specified require the use of a substance and there is a choice available of two or more substances that are similarly priced then the Contractor will give preference to the substance which causes the least environmental harm and then the substance that is produced by the least environmentally damaging process. In particular the Contractor will avoid the use of peat of CFC blown insulation or packing and avoid the use of the most hazardous wood preservatives.

1.35 ENVIRONMENTAL STATEMENT

We are becoming more aware of the pressures we are putting our planet under, global warming and resource management are of the most concern. The Stern report and the Government reassure us "it's good business to be "Green", most believe the planet cannot sustain the human race unless we practice being "Green".

1.36 DEFECTS LIABILITY

Upon completion of all specified Works the Contract Administrator shall issue a certificate of practical completion and the defects liability period will commence. The defects liability period for the works shall be for a period of 12 months from the certified date of practical completion.

Any defects, shrinkages or other faults which arise and/or are identified and are notified by the Contract Administrator to the Contractor not later than 14 days after the expiry of the defects liability period, and which are due to defective materials and/or workmanship, shall be made good by the Contractor at no cost to the Employer. The Contract Administrator (with the consent of the Employer) reserves the right to elect not to have certain defects remedied and make appropriate deductions (to reflect the estimated saving to the Contractor) from retention monies held accordingly (see 1.38: Retention)

The Contractor will agree access with the tenant to rectify defective work giving reasonable notice. Any problems gaining access are to be reported immediately to the Contract Administrator.

Any defects or remedial work reported to the Contractor within the defects period are to be rectified as soon as possible and at the latest within 7 calendar days of the Contract Administrator informing the Contractor of the defect. Defects of any emergency nature, i.e. water/gas leaks and electrical faults, etc., are to be rectified immediately including out of office hours. If the Contractor cannot honour this obligation, the Employer may engage others to do the work and re-charge costs incurred to the Contractor.

1.37 DELAY OR NON-COMPLETION ON INDIVIDUAL PROPERTIES

In the event of the Contractor failing to carry out the Works to an individual property within the specified Priority Time of 15 working days (and the Contract Administrator not granting an extension of time) failing to attend to snagging within 7 days for notification or attending to defects in the defects period within 7 days the Contract Administrator shall have the discretion to impose one or more of the following in relation to that property:

- (a) Re-issue the Works to an alternative contractor. Any costs which occur due to re-issuing of Works shall, at the Contract Administrator's discretion, be rechargeable to the original Contractor and such amount deducted from any monies outstanding to the original Contractor.
- (b) Re-charge any additional administration costs relating to the delay incurred by the Employer in awarding any non-completed works to another Contractor.

1.38 <u>RETENTION</u>

The Employer shall be entitled to deduct a retention from monies due to the Contractor. This will be 5% of the value of completed work during the works. At Practical Completion half of this retention will be released (2.5%) with the remaining 2.5% being released at completion of Defects. The retention monies shall be released by the Employer to the Contractor at the end of the defects liability period subject to all defects being satisfactorily rectified and the provisions of clause 1.36 (Defects Liability).

1.39 SUB-CONTRACTING AND ASSIGNING

The Contractor shall not sub-contract the Works or any part thereof without the prior written consent of the Contract Administrator.

Such consent to be given or refused at the absolute discretion of the Contract Administrator.

1.39 SUB-CONTRACTING AND ASSIGNING (contd.)

The Contractor shall not assign the Contract.

1.40 INSURANCES

Injury to or death of persons

The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statue 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, except to the extent that the same is due to any act or neglect of the Employer or of any person for whom the Employer is responsible. Without prejudice to his liability to indemnify the Employer the Contractor shall take out and maintain and shall cause any sub-contractor to take out and maintain insurance which, in respect of liability to employees or apprentices shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder or any amendment or re-enactment thereof and in respect of any other liability for personal injury or death shall be such as is necessary to cover the liability of the Contractor or, as the case may be, or such sub-contractor.

Injury or damage to property

The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of injury or damage whatsoever to any property real or personal (other than injury or damage to the Works) insofar as such injury or damage arises out of or in the course of or by reason of carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor, his servants or agents, or of any person employed or engaged by the Contractor upon or in connection with the Works or any part thereof, his servants and agents. Without prejudice to his obligation to indemnify the Employer the Contractor shall take out and maintain and shall cause any sub-contractor to take out and maintain insurance in respect of the liability referred to above in respect of injury or damage to any property real or personal other than the Works which shall be for an amount not less than the sum stated below for any one occurrence or series of occurrences arising out of one event:

Insurance cover referred to above to be not less than £10,000,000 (Ten Million Pounds)

The Contractor shall upon request by the Contract Administrator or the Deputy Chief Executive, submit evidence of the insurances referred to above.

1.41 SALE OF COUNCIL DWELLINGS

The Council's tenants have a statutory right of purchase in accordance with the provisions of the Housing Act 1985. Accordingly it may be necessary for the Contract Administrator to direct that any particular dwelling shall be excluded from the Works, but the Contract Administrator may at any time during the course of the Works direct any dwelling so excluded shall be re-introduced. No claims for losses incurred by the Contractor in respect of omissions/additions will be allowed. Regard will be given by the Contract Administrator to the timing of additions and grant extensions of time if appropriate.

Houses not included in the schedule are deemed to be owner occupied and therefore no treatments whatsoever is to be carried out to any house or flat except on special instructions of the Contract Administrator.

The tenderer should note that there maybe leasehold properties included within this scheme, and as such the tenderer's prices will be disclosed to the leaseholders as part of a consultation process, prior to the contract being signed.

1.42 TENANTS ALTERATIONS

In some cases the Tenants of a property may have carried out alterations to the fabric or design of the building. In such cases the Tenants may have become responsible for the maintenance of the alterations that they have carried out, therefore, the Contract Administrator may direct that any element of the works that may have been subject to alteration by the Tenant shall be excluded from the works.

1.43 EQUALITY ACT 2010

- 1. The Contractor and any Sub-Contractor employed by the Contractor shall adopt a policy to comply with employers' statutory obligations under the Equalities Act 2010 and, accordingly, will not discriminate directly or indirectly against any person because of their colour, race, nationality or national or ethnic origin in relation to decisions to recruit, train, promote, discipline or dismiss employees.
- 2. The Contractor and any Sub-Contractor employed by the Contractor shall observe as far as possible the Commission for Racial Equality's Code of Practice for Employment as approved by Parliament in 1983, which gives practical guidance to employers and others on the elimination of racial discriminations and the promotion of equality of opportunity in employment.
- 3. In the event of any finding of unlawful racial discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period by any court of industrial tribunal, or of any adverse finding in any formal investigation by the Commission for Racial Equality over the same period, the Contractor shall inform the Council of this finding and of the steps taken to prevent repetition of the unlawful discrimination.

1.44 SATISFACTION NOTE

The Contractor will approach the tenant at the completion of each property and obtain their signature on the standard Satisfaction Note (attached) which is to be submitted with the respective invoice. The Contract Administrator reserves the right to refuse payment unless a Satisfaction Note has been submitted.

1.45 TERMINATION OF CONTRACT

If the contract is terminated we may offer the work to the tenderer who submitted the second most favourable tender provided they maintain the rates originally tendered.

1.46 FREEDOM OF INFORMATION

- a) The Contractor acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 ("the Act") and the Environmental Information Regulations 2004 ("the Regulations") and shall assist and co-operate with the Council (at the Contractor's expense) to enable the Council to comply with Information disclosure requirements
- b) The Contractor shall and shall procure that its sub-contractors shall:
 - i) transfer the Request for Information to the Council as soon as practicable after receipt and in any event within two working days of receiving a request for information
 - ii) provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five working days (or such other period as the Council may specify) of the Council requesting that Information and
 - iii) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the Act or regulation 5 of the Regulations

1.46 FREEDOM OF INFORMATION (contd.)

- c) The Council shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
 - i) is exempt from disclosure in accordance with the provisions of the Act or the Regulations
 - ii) is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council
- d) The Contractor acknowledges that the Council may, acting in accordance with the Act or the Regulations be obliged to disclose information:
 - i) without consulting with the Contractor, or
 - ii) following consultation with the Contractor and having taken its views into account
- e) The Contractor shall ensure that all information produced in the course of the contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time
- f) The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information.

1.47 DATA PROCESSES

The Company must:

- a) only process personal data on the Council's instructions (this must include only keeping the data for so long as the Council specifies)
- b) take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data (this must include secure disposal of data)
- c) provide the Council on request with particulars of the measures taken and immediately notify the Council of any unauthorised or unlawful processing and of any accidental loss or destruction of, or damage to, personal data
- d) supply the Council with such personal data as the Council may request in order to comply with a request from the individual concerned for such data
- e) not transfer any personal data outside the European Economic Area without the prior written consent of the Council
- f) indemnify the Council against all claims and proceedings made or brought against the Council by any person in respect of any loss, damage or distress to that person or in the exercise of that person's statutory rights resulting from the default and/or negligent acts or omissions of the third party in the disclosure, use or destruction of any personal data by the third party (except if the disclosure, use or destruction was pursuant to a specific written instruction by the Council)

1.48 ADJUDICATION

Both parties to this Contract shall use their best endeavours to resolve disputes within a period of fourteen days.

All disputes between the parties arising out of or connected with the Contract or the performance of the Work by the Contractor which remain unresolved after the above period of fourteen days shall be referred to an Adjudicator to be agreed upon by the parties or in default of such agreement to be nominated by the President or Vice-President of the Royal Institute of Chartered Surveyors or nominee of such a person. The award of such Adjudicator shall be final and binding upon the parties. If upon the reference to an Adjudicator of any dispute between the parties, the Arbitrator shall find that in the exercise of his powers, duties and discretions under this Contract the Contract Administrator has acted unreasonably in all circumstances in the issue of any notice, instructions or certificate or the giving or withholding of any consent, the Arbitrator shall have full power to make an award which has the effect of amending such notices, instructions, certification or decision to give or withhold consent in such manner as the Adjudicator may think fit.

Notwithstanding any reference to arbitration the Contractor shall continue to perform the Services as herein provided unless otherwise instructed by the Contract Administrator.

1.49 FORCE MAJEURE

(1) If either party is by reason of Force Majeure occurring before or after the date of this Contract rendered unable wholly or in part to carry out its obligations under this Agreement, then upon notice in writing specifying the nature of such Force Majeure from the Party affected to the other Party as soon as possible after the occurrence of the cause relied on the Party affected shall be released from its obligations and suspended from the exercise of its rights hereunder to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist:

PROVIDED THAT

- (2) (i) the party affected shall use all reasonable endeavours to terminate or circumvent the circumstances or impact of the Force Majeure with all reasonable speed
 - (ii) nothing in this Condition shall relieve either Party of its obligations (including obligations to make payments hereunder) accrued to the date of the Notice
- (3) The Events of Force Majeure shall be limited to the following:
 - (i) war, invasion, act of foreign enemy, hostilities, civil war, riots, insurrection or military power, blockade or embargo;
 - (ii) any statute, rules, regulations, order or requisitions coming into force or issued after the date hereof by Parliament or any Government Department, or other duly constituted authority;
 - (iii) shipwreck or other accident at sea, in the air or on the land other than due to the Contractor's negligence or
 - (iv) failure, shortage or delay of power, fuel, transport or supplies otherwise than due to the Contractor's negligence;
 - (iv) stress of weather, flood, drought, tempest, fire, explosion, corrosion, ionising, radiation, radioactive contamination, earthquake, lightening or volcanic eruption or any consequence of such occurrence.
- (4) SAVE where the consequences of Force Majeure are dealt with elsewhere the Contractor hereby undertakes to use its reasonable endeavours to provide the Services during an event of Force Majeure providing that the Contractor shall not be under any obligation to incur additional cost in excess of £200 in respect of any such event.

1.50 CONTRACTORS CODE OF CONDUCT

This code of conduct is has been produced to ensure that contractors who carry out work on behalf of the Council do so in a professional and courteous manner. There is nothing onerous or complicated in this code and it is simply to insure that our tenants and their homes are treated with the level of respect that you would expect if someone were carrying out work in your home.

The majority of Contractors carry out the requirements of this code as part of their normal operations and this should not add any additional burden to the current method of working.

Contractors are requested not only to apply with the laid down requirements of this code but also with the spirit in which it has been produced.

- 1. Contractors must keep all appointments made and turn up punctually. If there are likely to be any delays, the tenant must be kept informed. (reference should be made to the Councils access protocol)
- 2. Contractors are required to wear an appropriate form of clothing, which should be clean and tidy, and clearly display the name of the Contractor.
- 3. Contractors must display an identification card at all times. This should include:
 - a) photograph of the operative
 - b) The operatives name
 - c) The Contractors name, address and telephone number

1.50 CONTRACTORS CODE OF CONDUCT (contd.)

- 4. Contractors are not to park cars/vans on paths and grassed areas as it causes obstruction and damages the surfaces. Cars and Vans should not be driven over such areas to deliver materials or clear debris. This action nearly always results in complaints being received from members of the public, which reflects badly on the Contractor and on the Council.
- 5. On arrival the contractor should introduce him/herself and show their identification card to the tenant. If the tenant wishes to check the legitimacy of the operative with the Council, the operative must respect the tenant's right to do this, and wait outside the property until the tenant is satisfied they are legitimate.
- 6. All personnel working on site will be required to understand written English and be capable of communicating with the Contractor Administrator and tenants verbally, in English. This is essential for complying with the specification, amendments, tenant liaison and Health and Safety requirements of the contract.
- 7. Before starting work the Contractor should explain to the tenant the nature of the work that is to be carried out, how long it is likely to take and areas of the property that will be affected and confirm that this is what the tenant was expecting. Any significant differences should be referred to the Council for clarification.
- 8. Check with the tenant before turning off any electricity, gas or water supplies to ensure it is alright to do so as this may effect fridges, freezers, fish tanks, dialysis machines, stair lifts etc. Ensure that all services are restored as soon as the work is completed.
- 9. Contractors should treat all tenants and their homes with respect, and ensure the removal of delicate or valuable items from the work area prior to work commencing and agree the arrangements for moving furniture etc. Protective covers are to be used where required.
- 10. If the work affects more than one room in the property, every effort should be made to limit disruption to one room at a time.
- 11. The Contractor must comply with all relevant Health and Safety legislation and ensure that the site is kept safe at all reasonable times. All fire exits, lifts, staircases, corridors and doorways must be kept clear at all times and not obstructed by the Contractors tools or materials. Do not prop open controlled access doors/fire doors during the course of the works.
- 12 All necessary precautions should be taken to protect carpets and flooring with the use of clean dustsheets or other protective material as appropriate.
- 13 Obtain the tenants permission before using sinks, toilets, electricity and other services in the property.
- 14 If it becomes necessary to leave the property before the work is completed, for example to collect additional materials, the Contractor must inform the tenant when leaving the property and of the anticipated return time. The Contractor should also inform the tenant of the reason why it is necessary to leave the property before the work is completed. Make sure it is safe to leave the work incomplete while absent from the site.
- 15 If the tenant requests additional work to that specified, the Contractor should contact the Council for advice before carrying out such work in accordance with the contract (V.O. thresholds).

1.50 CONTRACTORS CODE OF CONDUCT (contd.)

- 16 During the course of the works the Contractor must not:
 - a) Smoke, eat, drink or play audio equipment in resident's homes.
 - b) Consume alcohol or take non-prescription drugs under any circumstances.
 - c) Use the toilet, without the prior consent of the tenant.
 - d) Carry out works in the home without the tenant being present, unless their express consent is obtained.
 - e) Carry out works if only minors (e.g. children under 16) are present at the property.
 - f) Empty any substances down drains that are likely to cause staining, blockages or pollute the system.
 - g) Use foul or abusive language or threatening behaviour. Under no circumstances should contractors cause offence, inconvenience or personal harassment to a tenant. This includes unkind, embarrassing, suggestive and inflammatory or damaging words or gestures. Respect and sensitivity should be shown for all tenants, their relatives, friends and visitors and their home at all times.
 - h) Express their own personal views regarding, the work, Ashford Borough Council, other contractors etc.
- 17 The contractor is to ensure that all works are complete to a satisfactory standard and that all surplus material, equipment and rubbish are removed, leaving the property clean and tidy. All services that have been affected by the works should be tested and left in full working order on completion of the work (and at the end of each day if the work is not completed in one day).
- 18 The Contractor must inform the tenant that the work is complete and ensure that they are happy with the final result. If necessary, depending on the type of work, instruct the tenant how to operate and maintain all new equipment installed and provide operation manuals if appropriate.
- 19 Any private work undertaken by the Contractor for the tenant must be arranged separately to work carried out for the Council. The Council will not accept any involvement or responsibility for payment for this work. Contractors should note that it is the responsibility of the Tenant to obtain the Councils prior written approval to carry out works of a structural nature to the property, and contractors will be obliged to ensure that this approval has been granted prior to carrying out any work.
- 20 The contractor must maintain the highest levels of confidentiality regarding any personal information that is supplied to them about the tenants by the Council, also including any other information they may acquire whilst working at the tenant's home. Contractors must not discuss with the tenant the Council's business, other tenants, other properties, previous workmanship or other contractors.
- 21 The contractor should not under any circumstances accept gifts from tenants.

Special considerations

22 The Contractor should take special care when working in properties where the tenant has a mobility impairment, it is important to ensure that their movement is not restricted. If the work is likely to cause inconvenience or obstruction, this should be discussed with the tenant prior to commencing any work. Any furniture and other items that have to be moved to allow the work to be carried out should be repositioned once the work has been completed.

1.50 <u>CONTRACTORS CODE OF CONDUCT</u> (contd.)

- 23 When dealing with a tenant that is deaf or has a hearing impairment it is important to take this into account. Some simple steps that can be used are: Ensure that you have attracted their attention
 - a) Face the person you are talking to and speak at your usual tone/volume, unless the tenant specifically requests that you speak up.
 - b) If necessary write things down
 - c) Ensure that the tenant knows if you have to leave the property for any reason and try to give an idea of when you will be returning.
- 24 When dealing with a tenant that is visually impaired, blind or partially sighted it is important to take this into account. Some simple steps that can be used are:
 - a) Ensure that you introduce yourself on arrival using an agreed password if this system is in use. Show your identity card if this is appropriate.
 - b) Explain clearly what the job you are going to do is and where you will be working.
 - c) If it is necessary to move items of furniture in order to carry out the work, these should be replaced in exactly the same position on completion of the work.
 - d) Ensure that the tenant knows if you have to leave the property for any reason and try to give an idea of when you will be returning.
- 25 Some tenants may feel nervous about having a stranger in their home. It is therefore important to identify yourself, your organisation and purpose of visit **before** entering the premises. In some instances it may be necessary for the tenant to arrange for someone else to be present at the property whilst work is carried out.
- 26 The Contractor should pay particular attention to the religious belongings of tenants, for instance, do not disturb a religious object without first asking if it can be moved. If a tenant asks you to comply with a particular religious or ethnic procedure, you should respect their request wherever possible. If this is going to have implications for your safety or ability to carry out the work, you should contact the Council for advice before proceeding.
- 27 Should the Contractor encounter a tenant who does not speak English they should contact the Council for advice.
- 28 Whilst working in occupied premises there may be circumstances when the contractor is unhappy to work in a property, for example a tenant who is under the influence of drugs or alcohol or who is verbally abusive. If a situation like this occurs, and you feel you cannot work in these circumstances, you should explain to the tenant, if possible, why you are leaving and report to incident to the Council.
- 29 If any valuable items are left within your working area, i.e. purses, cheque books, jewellery etc, it is advisable to ask the tenant to move them to somewhere more secure. This is to protect you, should these valuables subsequently go missing.
- 30 There may be instances where a Contractor is faced with violence or the threat of violence. It is advisable not to get drawn into these situations but to leave the premises as quickly as possible and report the incident to the Council.





Roof Refurbishment

Section 2 General Items

Item ROOF REFURBISHMENT AND ASSOCIATED WORKS

2.00 <u>GENERAL</u>

- 2.01 The Principal Contractor must be a current member of the NFRC and provide a 10 year NFRC guarantee of the works. Tenders from those not complying will be rejected without any further consideration or assessment. See also Clauses 6.01 and 6.13.3.
- 2.02 All properties included in this scheme are occupied and will remain so during the works. The Contractor must, therefore, ensure that dwellings and adjoining properties are left wind and weather tight, safe and habitable during the contract period. The contractor should allow for any additional costs associated with carrying out works in or around occupied premises.
- 2.03 A detailed programme of works must be submitted for approval during the contract preparation period. Being minded of material suppliers' lead times, the successful tenderer must submit a programme of works immediately after being notified that he has won the contract.
- 2.04 The programme must clearly indicate the intended start date, duration and completion date for each property. It must be structured to deliver an organised, efficient, and orderly approach to the works which will provide the minimum of disturbance and inconvenience to occupants, neighbours, and members of the public. Should the CA consider that the proposed programme does not provide the tenants with the optimum solution, he will have absolute discretion to change and refine the programme.
- 2.05 The contractor must not work on more than six properties at the same time without express written permission from the Contract Administrator. For the purpose of this clause, any property with snagging outstanding will be considered incomplete and one of the six. Work at each property must be completed within ten working days of starting at that property. The erection of scaffolding at an individual property will constitute the start of work at that property.
- 2.06 The Contractor must keep tenants informed of his programme and arrange mutually convenient access arrangements. He must inform residents in writing of their intention to start work, giving at least fourteen days' notice. The notification must:
 - Contain the proposed start date
 - Explain the extent of the work (in full).
 - Outline what the likely disturbance will be.
 - Give an indication of how long the work will take to complete.
 - Ask residents to remove any goods, plants or other articles that will be in the way, or which the contractor considers may be vulnerable to damage.
 - Give contact details for any queries and concerns.
 - Provide the office telephone number, the foreman's mobile telephone number, and the 24 hour emergency number.
- 2.07 The Contractor is advised to visit site before tendering to ascertain the nature and extent of the works. He must also ascertain all local conditions and restrictions which may affect the execution of the works, and allow in his tender for resolving and overcoming them. Claims arising from want of knowledge at the tender stage will not be entertained.

Item ROOF REFURBISHMENT AND ASSOCIATED WORKS

2.00 GENERAL

- 2.08 The Contractor must, prior to tendering, notify the C.A. of any structural defect or other restriction that he considers will prevent or seriously hinder the execution of the works.
- 2.09 The Contractor must establish which chimney flues are live or redundant and whether they meet the criteria set out within this specification, and allow in his tender to undertake any works required to comply therewith.
- 2.10 The Contractor must allow in his tender for all fees and costs involved with identifying, liaising with statutory and other service providers, disconnecting, altering, moving (temporarily or permanently as may be required) and reinstating upon completion all services which impede or obstruct the successful execution of the works.

Services must be maintained in full operation during the course of the works. Satellite systems and aerials must be maintained at the same level of service prevailing immediately prior to starting work at a property.

Services and equipment fixed to or passing through the structure may, though not exclusively, include the following: satellite dishes, aerials, cables, telecommunications equipment (BT or otherwise), 'Warden-Call' systems, overhead electricity supplies etc.

Any disputes about picture quality and continuation of service provision are to be dealt with directly by the Contractor. The Contractor is strongly advised to test the local reception levels at each property immediately before starting work there and to record the results in a log. The P.C. and the resident should sign and date the entry in the log to attest to the findings. The Contractor must allow in his tender for relocating, altering the installation and re-tuning etc., including the cost of any new fittings, cables, etc., as often as is required to ensure the successful completion of the works.

Measures to address any specific health & safety issues identified in connection with working close to supplies are to be incorporated in method statements for the relevant work item.

- 2.11 The contractor must comply with all current Health and Safety Regulations appertaining to the works.
- 2.12 Personal protective clothing and equipment such as goggles and masks etc. must be worn when using disc cutters or similar power tools. All personnel, operatives and supervisors must wear safety hats at all times.
- 2.13 Asbestos materials are to be removed from site in accordance with current Health and Safety Regulations. It is the Contractor's responsibility to execute all procedures and precautions necessary for the handling and disposal of asbestos materials, and to include for all such costs in his tender.

Item | ROOF REFURBISHMENT AND ASSOCIATED WORKS

2.00 <u>GENERAL</u>

- 2.14 The Contractor must provide temporary works and protection including scaffolding, shoring, supports, screens, fans, netting, security for the site and compound (Heras fencing), alteration or diversion of footways to ensure safe access for the public etc, all as required to protect persons and property, and to ensure the safe and proper execution of the works. Temporary works include adapting and maintaining as necessary, and clearing away and making good when no longer required. Protection includes taking whatever means necessary to prevent damage and/or deterioration due to weather, works activities, or any other relevant cause, and ensuring that tenants can remain safely in occupation.
- 2.15 The Contractor must provide storage units, site accommodation and general welfare provisions, skips, compound fencing etc. including obtaining any licences required and establishing suitable locations for them. All units provided must be adequately secured. All materials (new and salvaged) must be stored in locked containers.
- 2.16 Waste and rubbish must not be allowed to accumulate and must be disposed of to waste skips as it arises. Suitable and sufficient waste skips are to be provided and removed from site immediately they become full. Skips must not be sited on roads or footways and it is not acceptable to stack or store materials (or waste) in such areas (except for short periods of loading and offloading). At the end of each day, the site (including resident's and neighbour's gardens) must be left in a clean, tidy, and safe condition. It is the Contractor's responsibility to obtain all necessary licenses and to pay all and any corresponding fees.
- 2.17 The CA has no objection to the contractor soliciting work from adjoining owners. However, any arrangement negotiated with private owners must not have a detrimental effect on the programme and will not form part of these works. The CA will not become involved in supervising works on private properties or in negotiating and liaising with private owners.
- 2.18 The Contractor must allow for visits to site during the defects liability period.
- 2.19 Work on party walls and chimney stacks must be restricted to that half owned by Ashford Borough Council and must not be started until approval notices have been obtained.
- 2.20 The Contractor must provide a full time working foreman to oversee the works for the duration of the contract. The working foreman must be on site between 8am and 5.30p.m. and shall liaise closely with the Contract Administrator, tenants, and neighbours.

He shall be responsible for ensuring that the works are executed efficiently, in a wellplanned manner, and for keeping tenants and neighbours informed of all relevant information and developments relevant to their property. His services shall be at the disposal of the tenants and the Contract Administrator, as and when required.

Item ROOF REFURBISHMENT AND ASSOCIATED WORKS

2.00 <u>GENERAL</u>

- 2.21 The working foreman must be issued with a mobile telephone that utilises a network with good signal coverage at the site area(s). He must ensure that the telephone number is issued to every tenant and neighbour, and that the telephone is manned for 24 hours a day, 7 days a week for the duration of the contract. The number must trip over to the Contractor's emergency number when the foreman is off-duty. The Contractor must also provide and maintain a landline telephone link for the duration of the works.
- 2.22 The Contractor must put in place a procedure to provide a rapid response to emergencies. He must provide, and maintain for the duration of the contract, a 24 hour manned, 'out of hours', land line telephone number to receive emergency calls, and ensure that all relevant parties are acquainted with it. In the event of such an emergency occurring, attendance on site must be provided within 2 hours (night or day, 365 days a year).
- 2.23 The nature and extent of work required varies from property to property.
- 2.24 The management of all suppliers, sub-contractors, and Statutory Authorities is the Contractor's sole responsibility. The codes of conduct required herein apply to all.
- 2.25 All vehicles used in connection with the works, including suppliers or sub contractors, are the Contractor's sole responsibility. Vehicle movements should be planned and coordinated to avoid busy times e.g. school runs.
- 2.26 The Contractor must not alter or interfere with any works or property belonging to any statutory undertaker without obtaining their written permission first. Copies of any approval notices must be given to the CA.
- 2.27 The Contractor must start work within 15 days of receipt of the written request for a start date, unless a later start date is agreed with the C.A.
- 2.258 The Contractor must produce a Construction Phase Health and Safety Plan (with a detailed site specific method statement) for the intended works. Both will need to be approved by the C.A before work starts.
- 2.29 All timber used on this contract is to be from a recognised sustainable source, such as FSC or PEFC. The Contractor will be required to provide the Chain-of-Custody certificates as proof.
- 2.30 Sourcing of all other goods not individually specified must be via suppliers that hold EMAS/ISO 14001 certification (or similar environmental accreditation approved by the C.A). And the Contractor will be required to provide the supporting documentation.
- 2.31 The Contractor will be required to provide a waste management plan for the works. The plan must demonstrate a commitment to sorting and recycling of construction waste arising from the works.
- 2.32 To avoid the risk of objects falling from scaffold platforms, overloading, trips, etc., any materials that are not in immediate use must not be stored above ground level. Waste must be removed to skips as it arises. Tools and equipment must be secured (or removed from the work platform) when not in use.

Item ROOF REFURBISHMENT AND ASSOCIATED WORKS

2.00 <u>GENERAL</u>

2.33 The C.A reserves the right to use any scaffolding erected under this contract to carry out other external works arising during the course of the works. Where considered appropriate, the successful Contractor may be invited to submit rates and prices for any such work identified.

However, the CA reserves the right to appoint other contractors where he considers that the additional work identified is more suited to their expertise, or represents better value for money.

2.34 The P.C should allow for cleaning all external windows, doors and frames, fascias, soffits, gutters, downpipes and gullies on completion of the works.





Roof Refurbishment

Section 3 Scaffolding

Item	SECTION 3 ROOF REFURBISHMENT AND ASSOCIATED WORKS
3.00	SCAFFOLDING
3.01	 All scaffolding (and work in installation and maintenance thereof) shall comply with: The Workplace (Health Safety and Welfare) Regulations 1992. NCAS Guidance TG20:13 Working at Height Regulations 2005.
3.02	The P.C shall erect, to all properties, a 5 board wide, independent, tied scaffolding AND chimney scaffold to access the work areas. There must be safe and easy access. Work platforms must be capable of carrying any temporary loadings imposed by materials (for immediate use, or removal as part of the stripping process).
3.03	 The P.C must ensure scaffolds provide complete protection of the public from the ongoing works. This includes: Brick guards. Mesh screening. A guard to falling debris Fans above doorways or other thoroughfares.
3.04	The working platform must be cleared (and gently swept with a dustpan and brush) at the end of each shift. On no account, are boards to be overturned.
3.05	Scaffolds must be struck and cleared, within five working days after sign-off by the C.A.
3.06	The P.C must design any scaffolding to allow clear, safe access for residents. External doors, fire escape pathways and access to outbuildings (including garages) must not be blocked or restricted.
3.07	The scaffold must be set out in such a way, that the casement of at least 1 opening window (minimum 0.35m ² free areas) above ground floor can be fully opened. This is for escape purposes in the event of a fire.
3.08	The P.C must allow for any additional costs involved in providing access to the sides and rear of dwellings which may have attached stores, lean-to structures, conservatories, etc. The P.C must allow in their price; for all temporary alteration, protection, reinstatement or making good any damage, to existing structures.
3.09	The P.C must not tamper with or alter the scaffolding in any way (including the taking up and repositioning of scaffolding boards).
3.10	A weekly safety inspection of the scaffold must be undertaken by a suitably qualified and competent person to ensure its continuing fitness for purpose and integrity.
	The inspection sheets are to be forwarded to the C.A. If this is not conducted by the P.C themselves, any additional costs in meeting this requirement are to be allowed for in the tender sum.
3.11	The proposed Scaffolding Sub-Contractor must be approved by the C.A.





Roof Refurbishment

Section 4

Asbestos
ltem	SECTION 4 ROOF REFURBISHMENT AND ASSOCIATED WORKS
4.00	REMOVAL AND DISPOSAL OF ASBESTOS MATERIAL
4.01	Asbestos removal is to be undertaken strictly in accordance with 'The Control Of Asbestos Regulations 2012.
4.02	Asbestos surveys have been carried out at a number of representative (archetypal) properties and the results are will be made available.
	Asbestos containing materials (ACMs) are not to be touched, removed, worked on, or disturbed until an approved method statement has been agreed and in place.
4.03	The P.C should be alert to the fact that other unidentified asbestos materials may be uncovered during the works. Should the P.C discover such potential ACMs, work is to cease until the C.A has investigated and issued further instructions.
4.04	For notifiable but non-licensed work (i.e. Chrysotile Asbestos Cement), and provided it is considered that the exposure time constraints will be met, the P.C can undertake the work in accordance with the guidelines of the Asbestos Essentials publications (issued by the H.S.E) and strictly in accordance with the 'Control of Asbestos Regulations 2012'. Alternatively they may wish to appoint their own specialist contractor.
4.05	 In either case, a method statement must be provided. The method statement will need to consider: That the removal works may involve party wall issues (how to remove that on our property, whilst leaving that on the private adjoining neighbour intact and in place). How the fixings will be dealt with and the general removal process (removing whole sections intact). Control measures for preventing dust/fibre release. Disposal.
4.06	For notifiable, licenced work (e.g. Asbestos Insulation Board), the P.C must appoint a licensed removal contractor (approved by the C.A) to undertake the works. Such contractors must also be members of ARCA and approved by the H.S.E. The contractor must allow for all and any incidental additional costs involved with removal, including any costs associated with adapting or upgrading the scaffolding.
4.07	Asbestos waste products (where not subject to clause 4.03) are to be stored in appropriate skips or other approved containers and transported for disposal in accordance with the regulations. Waste materials are to only be transported and disposed of by a licensed waste carrier, and the consignment notice passed to the C.A.





Roof Refurbishment

Section 5 Brickwork Repairs & Rendering

5.00 BRICKWORK AND RENDERING

5.01 <u>General</u>

Repair or Renovate **all** chimney stacks strictly in accordance with the criteria outlined herein. To avoid dust and damage, chimney stacks must be repaired prior to executing works to the main roof. The Contractor must only undertake work to that part of the stack owned by the Council.

Flues serving a gas appliance must have both a chimney pot and gas terminal insert. Other 'live' flues must have a chimney pot. Redundant flues must be closed at their head using both a chimney pot and a ventilated cap insert. Where these requirements are not currently met, or where fittings are damaged, the contractor must supply new terracotta fittings to comply. Fittings damaged during the works are also to be replaced at the contractor's expense.

New fittings i.e. chimney pots, flue ventilator cap inserts, and gas terminal inserts must be terracotta and as manufactured by Redbank – Codes: 6F, 120, and GC2 respectively. All redundant flues are to be swept by a NACS registered chimney sweep prior to capping with a ventilation terminal (120).

Where it proves necessary to renew/replace brickwork on chimney stacks serving a live gas appliance or a solid fuel appliance (including open fires), the contractor must liaise with tenants and ensure that the appliance is taken out of use whilst work is undertaken.

Tenants must not be left without heating and hot water over night, and the contractor must therefore organise his work accordingly. All such work must therefore be executed within one working day and the boiler and heating system recommissioned at the end of that day. Where the latter is not possible, the contractor shall match the current heating and hot water provision by approved alternative means.

The Contractor shall engage a 'Gas Safe' registered engineer to carry out a CP12 gas safety check on completion of all brickwork repairs to flues serving gas appliances, and must issue a Landlords Gas Safety Certificate upon completion.

5.02 <u>Re-Build Chimney Stack</u>

No chimney stacks have been identified which require complete rebuilding but, should any be discovered during the course of the works, the C.A. will issue a Variation Order to do so. Any stacks so identified are to be rebuilt in accordance with the requirements outlined further within this clause.

Having observed the requirements of Clause 3.01 with respect to safety and convenience, carefully take down the chimney stack to a level which is below its lowest point of intersection with the roof. Salvage any re-useable chimney pots and terminals, and set aside for re-use. Cart away all rubbish arising to tip.

Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
5.00	BRICKWORK AND RENDERING
5.01	<u>General</u> (contd.)
5.02 Contd.	<u>Re-Build Chimney Stack</u> (contd.)
	Carefully rebuild/reinstate chimney stack to the original lines and height in materials which closely match the existing incorporating two new dpc(s) as works proceed (one at front apron the other at back gutter level – all to C.A.'s approval. Mortar to be 1:3 gauged mortar, pointed to a neat 'weather struck' finish as works proceed. Supply and fix chimney pots and terminals to Clause 5.03, flaunch as required to Clause 5.03, and renew leadwork to Clauses 6.12 and 6.13.
	Remove gas and solid fuel appliances prior to demolishing chimneys, sweep all flues and re-fit appliances upon completion. Carry out a CP12 gas safety check of all flues serving gas appliances and issue a 'Landlords Gas Safety Certificate' on completion.
5.03	Flaunching/Pots/Terminals
	Carefully hack off the flaunching to <u>all</u> chimney stacks, remove pots and set aside sound units for re-use. Undertake all other chimney stack works required under the terms of this specification and renew any defective or missing chimney pots, flue ventilator terminal inserts, and gas terminal inserts with new terracotta units in accordance with Clause 3.01. The contractor must, at his own expense, also renew all damaged fittings (including aerial fittings) plus any damaged during their removal.
	Upon completion of any other repairs required, re-bed all new and salvaged fittings in 1:3 cement/sharp sand mortar, and flaunch to a neat, uniform, and symmetrical finish. Flaunching to be 125mm high and tapered down to shouldered perimeters on all sides.
5.04	Brickwork Stitching
	Remove all cracked, loose, spalled brickwork and creasing tiles to chimney stacks, and renew/reinstate to original lines with materials which closely match existing – all to C.A.'s approval
	Point to a 'weather struck' finish as works proceed and also make good any adjacent areas of pointing which may have been disturbed. Where bricks have been replaced, and in order to ensure uniformity of appearance, rake out and re-point complete the brickwork joints above and below them.
5.05	Re-Pointing
	Using an angle grinder with an effective dust extraction unit, rake out all loose, unsightly, poorly renovated, or otherwise defective brickwork joints. Re-point previously prepared joints to a neat weather struck finish in 1:3 cement gauged mortar.

Item	SECTION 5 ROOF REFURBISHMENT AND ASSOCIATED WORKS
5.00	BRICKWORK AND RENDERING
5.01	<u>General</u> (contd.)
5.05	<u>Re-Pointing</u> (contd.)
	Where it is necessary to re-point any part of a bed joint, the whole of that joint must be raked out and re-pointed so as to ensure a neat and uniform finish. Where two areas of pointing are required on any given face of a stack, the panel of brickwork between the two areas must also be re-pointed. Clean off any mortar excess from brickwork faces where repairs have been poorly executed in the past.
5.06	Render Repairs to Verge
	Hack off all loose and defective rendering immediately beneath verges, taking back to sound raking edges. Prepare surfaces and edges, including those disturbed by removal of the verge, and make good to match existing finish. New render to line through with existing – joint lines must be invisible. Prime and paint disturbed render to match existing colour upon completion.
5.07	Scaffolding
	The Contractor must provide a chimney scaffold for all of the tasks detailed in section 5. The scaffold must be suited to the task and full scaffolds are required where chimney stacks are to be taken down and rebuilt.
5.08	Party Wall Act
	No work is to be undertaken on privately owned property unless party wall consents have been received and written instruction issued by the CA. Brickwork repairs to stacks must not extend beyond the party wall line unless the Contractor is privately commissioned to do so by the owner.
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Roof Refurbishment

Section 6 Roofing

	SECTION
ltem	ROOF REFURBISHMENT AND ASSOCIATED WORKS
6.00	ROOFING
6.01	Scope of the Works
	The PC must be registered as a member of the NFRC and provide a 10 year NFRC guarantee of the works. See also Clauses 6.01 and 6.13.3.
	Strip existing and renew <u>all</u> pitched roof coverings and tile hanging to dwellings, outhouses and porches including – tiles, ridge tiles, hip tiles, valley tiles, 'special' tiles, felt, battens, ancillary accessories, leadwork etc.
	Provide roof space ventilation which complies in full with Approved Document F2 of The Building Regulations 2010 (as amended) and BS 5250: 2011 Code of Practice For Control of Condensation in Dwellings utilising a mix of over fascia ventilators, eaves skirts, rafter trays, ventilated dry ridge tiles, and additional high-level 'in-line' roof tile ventilators yielding 5000mm ² /m.
	Renew all leadwork (flashings, soakers, saddles, lead slates, back gutters, cover aprons, valleys etc.) all in accordance with the recommendations of the Lead Sheet Association.
6.02	Initial Survey/Checks
	Once the contract is in place, but before erecting scaffolding or starting work at any property, the Contractor must survey and check each property individually.
	The survey must identify any structural faults evident (particularly faults in the roof members and their design, or in the supporting structure and fabric within the roof void), and ensure that the specification requirements can be implemented completely as planned.
	Any doubts, queries or suggested design alternatives must be addressed to the Contract Administrator for consideration in sufficient time to facilitate deliberation, re- design, and revised instructions to be issued without delaying or causing the works to be extended.
	Where the specification calls for the provision of new or replacement fascia, special care and attention is to be given to the replacement detail in order to ensure that the new fascia will not impede opening sashes. Any claims arising from failure to comply with this requirement will not be entertained.
6.03	Overhead Cables, TV Aerials, Utilities, Services etc.
	The Contractor's attention is drawn to the number of services (overhead power lines, cables, telephone lines, TV aerials and cables, satellite dishes and cables etc.) which are fixed to or pass through the buildings. All services, including telephone lines, TV aerials, satellite dishes etc, must be continuously maintained in use for the duration of the works, and the contractor must allow in his tender to do so. Temporary supplies and alterations are to be provided where necessary.

6.00 ROOFING

6.03 <u>Overhead Cables, TV Aerials, Utilities, Services etc.</u> (contd.)

Contd.

Where the location of existing services will prevent the works from being executed as planned, or where the works will interfere with services such as TV and satellite reception, the contractor must permanently or temporarily relocate services clear of the works - as often as may be required. The contractor must supply and fix any permanent or temporary supports and fittings that may be required to comply.

The contractor must reinstate all temporarily re-located services to their original position upon completion of the works, unless the Contract Administrator deems the new location to be an improved location.

The contractor must make a suitable allowance for liaising and commissioning the appropriate service providers/authorities, statutory or otherwise, to undertake all works required to comply with the requirements of this clause.

Great care must be exercised when working adjacent to overhead power lines. The Contractor must arrange with the electricity supplier to sleeve all such power lines with protective insulating jackets for the duration of the works. Where the power lines constitute a hazard in the working area, the Contractor must arrange with the electricity supplier to temporarily relocate them clear of the working zone, and to reinstate them in a suitable location upon completion of the works.

The Contractor must allow for any new fittings or cables that may be required to facilitate re-fixing/reinstatement/repositioning of services, TV aerials and satellite dishes etc. upon completion of the works. TV aerials or satellite dishes must be re-tuned and re-positioned, as often as is required, until optimum reception is achieved (in both their temporary or permanent locations).

Where, following completion of the works, the tenant claims that the TV/satellite signal received is poor; the contractor shall, at his own expense (including the cost of any new parts required), arrange for an established and experienced aerial contractor to remedy the situation.

The Contractor is, therefore, and prior to starting work at any property, advised to inspect the reception at that property, and to keep a dated and signed log of his findings. The Contractor's representative and the tenant should sign the log to attest to the findings.

6.04 Stripping Out and Preparation

Stripping out and taking down is to be carried out carefully and in a manner which does not cause damage to the structure, or any adjoining structure. The Contractor shall, at his own expense, remedy and make good all and any damage caused to match existing. The Contractor must, before work starts, advise the CA in writing of any existing damage for which he wishes to disclaim liability.

6.00 <u>ROOFING</u>

6.04 <u>Stripping Out and Preparation</u> (contd.)

Contd.

Lay dust sheets to the full extent of the loft space and carefully remove and cart away to tip all tiles, ridge tiles, hip tiles, valley tiles, battens, underlay, leadwork, fascias, soffits, gutters, down pipes, hopper heads, brackets, etc. Once exposed, de-nail all roof timbers, brush off all debris and cobwebs, and prepare ready to receive new roofing felt. Clean off all dust, debris and rubbish from top of insulation using a vacuum cleaner. Mark the current position of down pipes to enable location of new. Clean out, unblock, and repair gullies where necessary.

Once each roof is exposed, and before re-felting commences, the Contractor shall arrange a mutually convenient site visit with the Contract Administrator to inspect the roof structure for soundness. The Contractor shall provide the Contract Administrator, or his representative, with all facilities, plant, and assistance deemed reasonably necessary by the C.A. to undertake the inspection. The inspection will be undertaken with a view to examining the surrounding structure and fabric for defects (such as damaged or omitted members, under design, poor detailing, rot etc), and correcting them prior to re-covering.

6.05 <u>Timber Alignment and Alterations</u>

Where installing new fascias, cut back or pack out any rafters that are found to be out of alignment until they line through with adjacent rafters to form a true straight line across the full width of the eaves. Ensure that the line adopted is compatible with the new fascia, soffit, and the desired eaves line. Renew any defective structural members and re-fit/make good any displaced struts/supports/joints.

Any new or replacement timbers and packing to be S.C.4 grade, tanalised, softwood of a similar section size to existing (but no smaller). All details and preservative type to be to C.A's approval.

6.06 Fire Separating Walls/Party Walls

Work to party walls must be restricted to that half which is owned by the Council. Work may be undertaken to the party wall complete where both adjoining properties are owned by the Council, or where the private owner has given permission. The Contractor must always check with the C.A. first, to establish the situation, before undertaking any work to party walls.

Carefully prepare top of party walls to receive insulation quilt fire barrier. This to include: reducing or raising brickwork/blockwork as required and rendering (existing or reformed surface) to a smooth flat finish such that it is ready to receive new insulation quilt fire barrier. Where it is necessary to reform the top of the party wall to receive the new quilt fire barrier, it should be formed to a rake and finish 25 to 50 mm below the top of adjoining rafters. Fill space over the top of wall with layers of Rockwool mineral fibre quilt so that it is lightly compressed when the underlay and battens are installed.

6.00 ROOFING

6.06 Fire Separating Walls/Party Walls (contd.)

Contd.

Tuck edges of quilt down between the edges of wall and adjoining rafters. Lay 300mm wide pads of Rockwool mineral fibre quilt, thick enough to seal all gaps and cut to fit snugly between battens. Fix in position with continuous self-adhesive tape from ridge to eaves before tiling. At boxed eaves, completely seal air paths in the plane of the separating wall with wire reinforced mineral fibre, 50mm thick, nailed to rafters and carefully cut to fit.

6.07 <u>Roof Space Ventilation</u> (Cold Roof)

Ventilation to roof voids must comply with the requirements of Approved Document F2 of The Building Regulations 2010 (as amended) and BS 5250: 2011 Code of Practice For Control of Condensation in Dwellings. The contractor must also provide any additional fittings, over and above those required to meet the above standards, but which are required to comply with this specification and the manufacturer's recommendations.

Properties in Brattle are currently formed as open eaves so it is likely that the top of the external wall has been extended up between the rafters, to in-fill them, thereby blocking the potential path for soffit or over fascia ventilation. Consequently, provided ventilation to **all** properties using Sandtoft's in-line colour matched tile ventilators (rather than over fascia ventilators). Supply and fit sufficient in-line tile ventilators to all roof slopes in sufficient numbers and at the appropriate centres required to comply and provide a minimum of 10,000mm²/m of uniform ventilation across the full width of the roof.

Should it be discovered, whilst stripping, that over fascia ventilation is possible, advise the CA who will decide whether or not over fascia ventilation will be adopted instead of the tile ventilator approach. Where so adopted, over fascia ventilation must be provided using Sandtoft's 10mm 'over fascia ventilators' and PVC-U underlay support tray fitted in a continuous run to the top of all fascias such as to provide a continuous ventilation opening area of 10,000mm² at eaves.

PVC-U underlay support tray must be fitted in a continuous run to the top of all fascias irrespective of whether in-line tile ventilation or over fascia ventilation is adopted.

Sandtofts 600mm long rafter spacer rays/ventilation rolls, and PVC-U Underlay Support Tray are to be fitted to the full width of all elevations/properties irrespective of which ventilation method (tile ventilators or over fascia ventilation) is used.

Install Sandtoft's 'RollRidge' ventilated dry ridge system' to all ridges (hips are to be formed in traditional cement bedded bonnets to match existing), and ensure that a ventilation area equivalent to 5000mm²/m is provided. Colour to match that of the main roof tiles. Product Ref: half round ridge (24528350) and ridge block end at gables (24528353).

ltem	SECTION 6 ROOF REFURBISHMENT AND ASSOCIATED WORKS
6.00	ROOFING
6.08	Underfelt Support Tray
	Supply and fix Sandtoft's PVC-U Underlay Support Tray (- see roof ventilation) as under felt support at eaves. Support tray is intended to ensure that felt does not sag at any point and thereby avoid ponding. Ensure that sprockets are installed before fitting – see Clause 4.05 and 5.06.
6.09	Underlay
	Supply and fix Sandtoft's VPM Super as underlay to all roof slopes. Underlay to be installed strictly in accordance with the manufacturer's instructions and the relevant BBA certificate. Draw underlay taut over the front edge of the fascia board before fixing. Dress the bottom edge of the felt into the gutter and finish in a neat straight line.
	Lay felt horizontally (parallel to eaves), maintaining consistent tautness, but allow sufficient drape to facilitate drainage. Vertical laps to be not less than 100mm wide and to coincide with supports. Horizontal laps to be 150mm minimum. Ensure that laps occur below battens. Handle carefully to prevent tears and punctures. Any punctured or torn sheets are to be replaced - repairs will not be allowed.
	Where pipes and other components penetrate the underlay, cut neatly and accurately and turn flanges up to give a watertight fit.
	Ensure that felt is fully supported at eaves by the eaves skirt and sprockets, and that the over fascia ventilator is fitted. Felt and insulation must not obstruct the roof ventilation.
6.10	Battens
	Supply and fix new sawn, tanalised, softwood battens to all roof slopes. Use 38 x 25mm battens for plain/double lap tiling, and 50 x 25mm softwood battens for interlocking/single lap tiling. Battens and counter battens for tile hanging to be as existing but no less than 50 x 25mm.
	Battens to be approved species to BS 5534: Part 1, clause 11.3, graded to BS 4978, Clause 5 or 9, with moisture content not greater than 22% at time of fixing. Fix to rafter supports using wire, cut, or improved nails to BS 5534: Part 1 at the appropriate gauge to suit new tiles but no greater than 100mm.
	Fix battens in straight horizontal lines, aligned on adjacent areas, with no batten less than 1200mm long. Joints to be square cut and butted centrally on rafters, and must not occur more than three times in any group of twelve battens on any one rafter. Provide an additional batten where an unsupported lap in the underlay occurs between battens. Fix each batten to every rafter that it crosses, splay nailing at ends.
	Supply and fix additional batten for the under eaves course (for plain tiling) and position so that tile tails project into centre of gutter (45-55mm measured horizontally from the fascia).

6.00 ROOFING

6.10 <u>Battens</u> (contd.)

Contd.

Ensure that battens are correctly stored - fully supported, isolated from the ground, protected from the elements and accidental damage, and properly handled at all times.

6.11 Mortar Bedding/Pointing

Cement to be to BS 12 or BS 146. Sand shall generally be to BS 1200 but must provide a mortar mix that gives adequate bond strength as described in the requirements given in BS 5534: Part 1 and tested in accordance with the test method given in annexe J. Quicklime and hydrated lime shall be to BS 890 or BS 5628: Part 3. Water shall not contain soluble or suspended matter in quantities which have an adverse effect on the performance of the hardened mortar.

Mortar for bedding shall consist of a mixture of cement and sharp sand in the ratio of 1 part cement to 3 parts of sharp sand by volume with just enough pigment to lightly tint the mix. Mortar shall be no stronger than that specified. Plasticising admixtures to BS 5075: Part 1, 2 and 3 and pigments to BS 1014 may be added, but solely at the CA's discretion, and strictly in accordance with the manufacturer's recommendations.

Mortar must not be placed in wet or frosty weather, nor when poor weather is imminent. Wet tiles before laying and allow surface water to drain before bedding. Point and finish tiles neatly as work proceeds and remove any residue immediately.

6.12 Leadwork and Flashings

Renew all leadwork and provide additional leadwork where current good practice and the Lead sheet Association recommends including, although not exclusively: flashings, soakers, cover aprons, back gutters, valleys, SVP slates, ridge saddles etc. All strictly in accordance with the recommendations of the Lead Sheet Association.

Flashings and soakers are to be formed in Code 4 lead unless otherwise stated herein. Form back gutters in Code 5 lead and box gutters in Code 7 lead. Chase all flashings 25mm into brickwork joints and secure using sufficient lead wedges to anchor them tightly and securely. Treat new leadwork with patination oil, and point joints to brickwork in 1:3 cement/sharp sand mortar to a weather struck finish.

Any leadwork which needs shaping to fit, such as saddles, slates, cover aprons etc, must be formed by lead burning, not bossing.

ltem	ROOF REFURBISHMENT AND ASSOCIATED WORKS
6.00	ROOFING
6.13	Plain Tiling
6.13.1	Scope
	Recover <u>all</u> plain tiled roof slopes and tile hanging, including those to pitched outhouses, in accordance with this specification and in conformity with the requirements of BS 5534, BS5250, BS 8000: Part 6: 1990, and strictly in accordance with the tile manufacturer's recommendations. Include all fittings recommended by the tile manufacturer to achieve a good and workmanlike finish.
6.13.2	Tile Schedule and Addresses
	Manufacturer:Wienerberger/SandtoftType:ConcreteRange:Sand Faced Plain TileColour:Antique No. 2 - Brown
	Little Knoll: No's. 6, 20
	Noakes Meadow: No's. 31, 32, 36, 37, 38, 39, 41, 44, 46, 47, 48, 49, 50, 51, 53, 55, 61, 71, 77, 81, 91, 93, 97, 99, 103, 113
	Camden Terrace: No. 3
6.13.3	Tile Manufacturer's Guarantee
	The contractor must undertake the works strictly in accordance with the tile manufacturer's bespoke specification for Brattle (attached in an annexe) and ensure that the works comply with their requirements in all respects and, on completion of the works, provide the CA with the tile manufacturer's guarantee of compliance with the latest British Standards, good practice, and that the roof will remain weathertight for at least 15 years. Should this specification be at odds with the manufacturer's specification in any way, the latter will take precedence.
6.13.4	Basic Workmanship
	All site work must be carried out adopting normal standards of good workmanship and in conformity with the requirements of BS 8000-6: the British Standard Code of Practice for Workmanship on Building Sites.
	Set out to give true lines and regular appearance, fitting neatly at all edges, junctions and features. Fix tile roofing to make the whole sound and weather tight at the earliest opportunity. Repair any defects as quickly as practicable to minimise damage and nuisance. Keep gutters and pipes free of debris and clean out at completion.
- 4	

SECTION 6

6.00 <u>ROOFING</u>

6.13 <u>Plain Tiling</u> (contd.)

6.13.5 <u>Generally</u>

Form using the manufacturers' recommended fittings and all other accessories specified herein - do not improvise without approval. All fittings and accessories to be supplied by the tile manufacturer and to match tile colour and finish - unless specified otherwise. Only cut tiles where necessary, using the appropriate tool to give clean, straight edges. Securely fix edge tiles and fittings to neat, true lines.

6.13.6 <u>Tile Fixing</u>

Lay each course to a half lap bond with tails aligned and joints slightly open, and use 'tile and a half' tiles at ends of courses to maintain bond. Ensure that cut tiles are as large as possible. Maximum gauge 100mm, minimum head lap 65mm.

Twice nail, using two 38mm x 3.35mm aluminium ring shank clout head nails per tile, all tiles at verges, abutments and both sides of hips and valleys. Twice nail the two courses of tiles that form the eaves and top edges.

Bands of tiling around all perimeters/edges of each plane of the roof, including around chimneys, roof lights, abutments etc. are referred to herein as 'local areas'. The width of each such band is to be not less than 15% of the plan width of the building, measured up, down or across the roof slope, at right angles to each relevant edge.

Twice nail all tiles in 'local areas', (600mm wide horizontally and 1200mm wide vertically) – 18 courses at eaves, the last 18 courses at ridge and top abutments, a band 6 tiles wide at verges, side abutments and each side of hips and valleys. Twice nail all tiles in every third course in the remainder of the roof area ('general areas'). Use top course clips at top edges. Aluminium nails must conform to BS. 1202: Part 3.

6.13.7 <u>Eaves</u>

Form eaves using two courses of tiles comprising shorter eaves/top tiles overlapped by full tiles with joints located generally over the centre of the eaves tile course. All tiles in the two courses forming the eaves course of tiles must be twice nailed using 38 x 3.35mm nails. Fix additional batten for under eaves course such that eaves course overhangs gutter by 45 - 50mm.

6.13.8 Mortar Bedded Verge with Bedded Plain Tile Undercloak

Verges are to be formed using full and 'tile and a half' verge tiles in alternate courses to form broken bond. Tiles to be twice nailed and bedded in mortar on an undercloak of matching plain tiles, laid face down with bottom front edge exposed. All mortar bedding to be struck off and neatly pointed in one operation, leaving the exposed tile edges clean.

ROOF REFURBISHMENT AND ASSOCIATED WORKS	SECTION 6
ROOFING	
<u>Plain Tiling</u> (contd.)	
Mortar Bedded Verge with Bedded Plain Tile Undercloak	
Verge overhangs shall match existing but must be within the range 38 Where necessary adapt, bring up, or reduce gable walls to line through with Level out irregularities and bring the height up to the top of the adjacent laying tiles onto a bed of mortar. Carry underlay 50mm onto outer leaf of g and bed in mortar.	th rafters. rafter by
Mortar Bedded Bonnet Hip	
Lay courses of underlay over hip and fix with an overlap each side of not 300mm. Fix a supplementary continuous hip batten to all hips to nail/screw penetration of 25mm.	
Form hips using bonnet hip tiles, laid to course, and bonded with tiling eith the hip. Cut roof tiles neatly against the edges of the hip tiles, using tile- tiles where necessary. Small cut pieces of tile will not be permitted.	
Bed each hip tile in cement mortar and point to a neat finish. The pointing undercut and kept back around 13mm from the edge of the tile. Screw fix	

6.13.10 Ventilated Dry Ridge

Item

6.00

6.13

6.13.8

Contd.

6.13.9

mortar and tile slips finished flush.

Form ridges using Sandtoft's Dry Ridge system - (Product Ref: Profile Ridge System 2452839075) using half round ridge tiles (Product Ref: 24528350) with ridge block at gable ends (Product Reference: 24528353). All to be installed in accordance with the manufacturer's instructions.

tile to the hip tree using 70 x 3.35mm aluminium nails. Fill end of first hip tile with

Lay the underlay to finish 5 to 10mm from the ridge apex. Set the position of the top course battens to allow the ridges to overlap the tiles by at least 75mm. Fix eaves/top tiles to course immediately below the ridge using proprietary wire clip fixings piggy backed on top of tile course below. Full tiles to be laid broken bond beneath.

Ridge tiles to provide a minimum of 75mm cover over the top course tiles.

6.13.11 **Curved Valley Tiles**

Ensure that bearers or boards provide continuous support for ends of tiling battens on each side of valley. Cover valley board with a one metre wide strip of underlay and ensure that it under laps the main underlay. Lay purpose made valley tiles and cut adjacent tile, and 'tile and a half' tiles, so that valley tiles course in and fit neatly.

Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
6.00	ROOFING
6.13	Plain Tiling (contd.)
6.13.12	Side Abutments
	Renew all side abutment flashings. Turn underlay at least 50mm up abutment. Bring tiling up close to the wall, cutting if necessary, and lay 'tile and a half' tiles in alternate courses to provide broken bond.
	Interleave abutment tiling with code 4 lead soakers to form a close weather tight abutment. Form soakers with 75mm upstand against abutment and fix by turning down over head of each tile. Soakers to be at least as long as the gauge plus the lap and wide enough to provide at least 100mm cover under tiles.
	Provide new code 4 stepped lead cover flashing, dressed neatly and closely over soaker upstand, with a lap of 65mm. Cover flashings to not exceed 1.5m in length and be lapped at least 150mm at joints. Neatly dress bottom edge of flashing around bottom corner of stack and terminate 75mm across top abutment cover apron in a square cut finish.
6.13.13	Top Edge Abutments
	Renew all top abutment flashings. Turn underlay at least 100mm up abutment. Bring tiling up close to the wall and finish tiling with course of eaves/top tiles to maintain gauge. Fix finishing course of eaves/top tiles with top course clips piggy- backed on top of tile course below. Provide new Code 5 lead apron flashing, dressed neatly and closely over tiles by 150 – 200mm. Extend flashing across face of stack where stack is sited in flank walls.
6.13.14	Lead Back Gutter
	Replace existing lay boards and sole boards with 25mm marine ply boarding fixed to rafters to form back gutter. Provide timber tilting fillet and dress new Code 5 lead sheet over and welt back. Fix not less than 325mm width of BS 747: 2000 Type 5U felt under lapping first width of underlay and dress over tilting fillet. Fix all tiles in the eaves course with 38mm x 3.35mm Aluminium nails, and project tails over tilting fillet by approximately 50mm.
6.13.15	Lead Box Gutter
	Replace existing lay boards and sole boards with 25mm marine ply boarding fixed to rafters to form box gutter. Provide timber tilting fillet and dress new Code 7 lead sheet over and welt back. Fix not less than 325mm width of BS 747: 2000 Type 5U felt under lapping first width of underlay and dress over tilting fillet. Fix all tiles in the eaves course with 38mm x 3.35mm Aluminium nails, and project tails over tilting fillet by approximately 50mm.

SECTION 6

Item	SECTION 6 ROOF REFURBISHMENT AND ASSOCIATED WORKS
6.00	ROOFING
6.13	<u>Plain Tiling</u> (contd.)
6.13.16	Junctions
	Fix a Code 4 lead saddle to provide a weather tight detail at junctions such as: ridge/hip, ridge/valley, ridge/abutment, top junction of two valleys.
6.13.17	Tile Hanging
	Strip off all hanging tiles, felt, and battens and renew using Sandtoft's VPM Super underlay, 25 x 38mm soft wood tanalised battens, and new tiles to match those used on the main roof (02 Antique No.2).
	Supply and fix new 25 x 38mm vertical SW tanalised counter battens behind the tile battens and recover all previously covered areas of tile hanging with the same tile as that chosen for the main roof using all fittings recommended by the tile manufacturer to achieve a good and workmanlike finish. Tiling to be installed to BS 5534, BS5250, BS 8000: Part 6: 1990, and strictly in accordance with the manufacturer's recommendations.
	N.B All counter battens are to be screwed to brickwork/blockwork gables. All hanging tiles are to be twice nailed to batten framework.
6.13.18	Gas Flues
	Contractor to note that before working on or around a gas flue terminal the gas supply to the house must be turned off and a notice affixed to the metre stating the gas must not be used because the flue terminal to the gas boiler may have been disturbed.
	Working on or around a gas flue terminal includes replacing lead flashings, cutting tiles around the flue or any other works that might disturb the flue. The Contractor will be expected to concentrate efforts and resources to stripping, re-felting, battening and tiling the area of roof around the flue (in isolation if needs be) and any associated weather slate, to enable it to be retested in its final position, later the same day.
	Upon completion of the works, the boiler and flue must be tested by a Gas Safe Registered Engineer who will confirm all is in order. It is intended that the Employers incumbent Heating and Servicing Contractor will be used for isolation and retesting of the services (details to given upon award of contract).
	The Contractor should not allow for any fees payable to this organisation, however they must allow for all attendance costs incurred for planning and coordinating each visit. This involves and includes all costs incurred in communications with the Heating and Service Contractor, negotiations, etc.
	The gas engineer should issue a conformity notice on completion.





Roof Refurbishment

Section 7 Finlock Guttering

Item	SECTION 7 ROOF REFURBISHMENT AND ASSOCIATED WORKS
7.00	FINLOCK GUTTERING REPLACEMENT ENABLING WORKS
7.01	In addition to the roofing works please carryout the removal of the Finlock Gutters at these addresses only: Noakes Meadow: No's. 37, 38, 39, 41, 47, 49, 51, 53, 55, 61
	Provide temporary support to the gutter soffit as necessary. Using a rotary disc cutter, (with a 350mm blade) cut through the soffit of the existing concrete gutter flush with the outer face of the external wall.
	A suitable dust extraction/suppressant process (approved by the Employer) WILL be required for this part of the work.
	Remove the concrete sections one by one and lower to the scaffold. Remove from the work area periodically, to avoid tripping hazards.
	DIRECT FIX TO CONCRETE: Supply and fit new 125x38mm treated S.W treated timber back board. Pack out behind, as necessary, to provide a perfectly plumb and true surface to accept the new fascia, etc. The new back board is to be drilled and screwed to the retained section of the concrete gutter using 2No. N6 x 80/50 S (100) stainless steel Fischer frame fastenings @ 1m c/c.
	Using a suitable adhesive, fix a 25mm thick board of Kingspan, rigid-board insulation to the outer face of the new back-board and; the underside of any retained concrete, returning in to the wall batten.
7.01	Extra Over Works – Extention to Rafter Feet
	Line-through and sprocket out the rafter feet with (minimum 600mm) lengths of 75x50mm treated SW timber, planted onto existing rafters. The lap is to be twice the length of the overhang projection. Plant on to existing rafters with 2No 90/6mm screw fixings and plate connectors.
	Supply and fit new 125x38mm treated S.W timber back board to extended rafter feet.
	Using a suitable adhesive, fix a 25mm thick board of Kingspan, rigid-board insulation to the face of the retained concrete gutter sections, including any return into the wall.
	Allow for any additional treated SW battens, tiles and tile cutting required, for altering the depth of the eaves course. Allow for the increased depth of the fascia and soffit boards.
7.03	In the unlikely event that the existing concrete gutter cannot be cut off flush with the wall, the Contractor must allow for under-cladding the retained section of concrete overhang with 40mm of rigid board insulation, returning into the wall prior to fitting of the soffit board.
	In these instances, the fascia board will be increased in depth to allow for the layer of insulation. The fascia boards will be stopped at window reveals and a narrower fascia board will be fitted over the window head, to allow window operation.





Roof Refurbishment

Section 8

Fascia, Soffit and Bargeboards

Item	SECTION 8
8.00	
	FASCIA AND SOFFIT
8.01	Scope of the Works
	Strip out any existing soffit boards, facia boards etc and install new boxed eaves arrangement, including where none currently exists (e.g. open eaves). Boxed eaves to be formed using Swish UPVC 'Roofline Products' including, but not exclusively: new fascias, soffits, bargeboards, box ends, joints, trims, fixings, adhesives, sealants etc. Provide soffit to bargeboards and install box ends at junction of fascia and bargeboard. The contractor must price to install new fascia, soffit and rainwater goods to all properties.
	Install Sandtoft's 600mm long spacer trays and Underlay Support Trays continuously. Ventilation to the roof space must be provided using Sandtoft's in-line tile ventilators in sufficient number and locations to meet the current requirements of Approved Document F2 of the Building Regulations 1995.
	At properties with open eaves, the contractor must install a timber framework/cradling on each rafter to support the new fascia and soffit.
	Soffit boards are to finish at the head of window reveals.
	Running joints to fascias and soffits are not permitted in elevations which are less than 7.5m long - special order lengths will be required.
8.02	Properties Included
	Supply and fix new roofline products (fascia, soffit, rainwater goods etc.) at the following properties:
	Camden Terrace: No 3 Little Knoll: No's. 6, 20 Noakes Meadow: No's. 31, 32, 36, 44, 46, 48, 50, 71, 77, 81, 91, 93, 97, 99, 105, 113
8.03	<u>Removal</u>
	Carefully remove all rainwater goods and cart away to tip. Mark the current position of downpipes to enable location of new. Clean out, unblock and repair/renew gullies where necessary. Note that only those downpipes which are located on or within the boundary of the properties listed in the schedule of dwellings are to be renewed. Carefully remove existing fascias, soffits, bargeboards, etc.
8.04	<u>Preparation</u>
	Generally prepare the structure and make ready to receive new roofline products. String a line across the rafter feet at each property and establish a true straight line for the new fascia and soffit. The line established must be appropriate and sympathetic to each property and its neighbour(s) (or the terrace - where appropriate). The Contractor must demonstrate the intended line to the C.A. and agree it with him before proceeding.

ltem	SECTION 8 ROOF REFURBISHMENT AND ASSOCIATED WORKS
8.00	FASCIA AND SOFFIT
8.04 Contd.	Preparation (contd.)
	Where rafter feet, wall plates, or other associated framing are out of the alignment required to allow installation of the new fascia to a true and straight line; cut back or pack out individual rafters, as appropriate, until they line through with the string line. Packing out must be achieved by screw fixing new tantalised timbers, of the same size and section as the existing rafters, to the side of the relevant rafters using 4 No screws per rafter.
	Form new soffit at the same level as the head of the window reveals and size new fascia to suit. Where required to accommodate the latter, provide a new 25 x 50mm tanalised softwood timber support framework screwed to each rafter and the main brickwork wall. Framework to consist of two sections at right angles to each other, cut to the rake of the rafter, and screwed both to the rafter, each other, and a new support batten positioned on the brickwork. Screw and plug new 50mm x 50mm softwood tanalised batten to brickwork wall as anchor point for right angled cradling.
	Supply and fix individual tanalised timber sprockets to the top of each rafter foot ensuring that sprockets are cut to a shape and length which ensures that the eaves skirt does not lay flat at any point, and is supported continuously across its overlap with each rafter.
	Sprockets must be uniform in shape and set to line through with each other. If required, customise sprockets on site to accommodate any inappropriate deviation in the line of rafters – e.g., planing the sprocket to reduce its' dimensions or packing beneath it to increase them. Do not use sprockets to support roof tiles, as this could lead to unwanted undulations in the tile line.
8.05	Installation
	Install new fascias using Swish, cellular, PVC, Jumbo board to B.S. 7619 1993: Type 1. Fascias to be white, 20mm, square edged Jumbo board (with groove) from the range C285 to C289, depth to suit site conditions, but no less than a 150mm deep board cut to fit where required – but all as required to line through with neighbouring properties.
	Fix fascia board to every rafter foot and/or framing at a maximum of 600mm centres using 2 No. white, 65mm, Trimtop, A4 stainless steel fixings per rafter - (Code C083). Form corners using connectors - (Code C154) - and tailor to suit any corbelling arrangements.
	Install new soffits using Swish, cellular, PVC, Gee Pee boarding to BS 7619 1993: Type 1. Soffits to be white, 9mm, square edged board from the range C240 to C252, width/girth to suit site conditions but no less than a 150mm board cut to fit as and where required.

8.00 FASCIA AND SOFFIT

Item

8.05 <u>Installation</u> (contd.) Contd.

Note well that the soffit fitted must be of sufficient width/girth to butt tightly against walls and window frames – without gaps. The practice of using trims to mask horizontal gaps (where a soffit has been incorrectly installed short of a wall or window) will not be allowed. The board must, in any case, be fixed to the underside of rafters and eaves cradling at a maximum of 600mm centres along the board and 200mm centres across it's width, using 2 No. white, 40mm, Trimtop, A4 stainless steel fixings (Code C081) per rafter.

Install new **bargeboards** (if existing) using Swish, cellular, PVC, Jumbo boarding to B.S. 7619 1993: Type 1. Bargeboards to be white, 20mm, square edged Jumbo board from the range C285 to C289, depth/girth to suit site conditions, but no less than a 150mm board cut to fit as required.

Check, for damage, all gable ladders or flying rafters encountered. Replace any defective timbers, secure any loose or shrunken members, and generally overhaul framework where required. Install additional 100 x 50mm softwood tanalised ladder members at appropriate locations to ensure that the bargeboard and soffit can be fixed at the centres recommended by the manufacturer.

Fix new bargeboards to gable rafters/ladder at a maximum of 600mm centres along the board using 2 No., 65mm, Trimtop, A4 stainless steel fixings (Code C083). All fixings must be made into the cross members of the ladder and line through with their neighbour.

Bargeboards are to be installed without joints except the corner trim joint (Code C154) required at the bargeboard to fascia junction, and the running trim joint (Code C153) required at the apex joint. The contractor will need to order non-standard length boards to comply. Form box ends by neatly cutting bargeboard in a level plane to meet top edge of fascia. The bargeboard will need to be deep enough to facilitate the latter.

Install new **soffits to bargeboards** using Swish, cellular, PVC, Gee Pee boarding to B.S. 7619 1993: Type 1. Soffits to be white, 9mm, square edged board from the range C240 to C252, width/girth to suit site conditions and to be cut to fit but in no case shall the board be less than 150mm wide. Soffits are to be formed without joints in the main body of the board and the contractor will need to order non-standard lengths from the manufacturer. Soffits to locate into apex joint at top and with box end joint at bottom. Form joint between bargeboard soffit and eaves soffit using soffit joint trim (Code C041).

Fascia and soffit runs to elevations which are **7.5 metres long** or less must be formed using single continuous lengths of fascia and soffit - without running joints. To comply with the latter, the contractor must place an order with the manufacturer for **non-standard lengths**.

Note well that the properties included in this scheme have a varying range of lengths and widths and, in order to comply with the specification requirements, the contractor is responsible for establishing the actual lengths and quantities required at each property.

8.00

Item

FASCIA AND SOFFIT

8.05 <u>Installation</u> (contd.)

Fascias and soffits formed on properties with elevations wider than 7.5 meters (the maximum length of board which the manufacturer will supply) must be formed using no more than two fascia boards per elevation i.e. A maximum of one joint per frontage.

Where a joint is unavoidable, it must be positioned in a location which is sympathetic to the overall façade of the property. Generally, the joint must be placed centrally or, where a window is close to the centre of the elevation, in line with an adjacent window reveal. The ultimate location of the joint is to the discretion and approval of the Contract Administrator, and its position on each property agreed with him on site.

Apart from the latter, the only other fascia and soffit joints that will be allowed are those that must be formed at the party wall junction to self- contain properties. Joints must be formed at every party wall, including between two adjoining council owned properties, using joint trims C153 and C041 cut on site to the appropriate length. Party wall joints are to be in line with each other and, where possible, concealed behind guttering and downpipes.

A proprietary joint trim, adapted as required, must be used to join and mask the connection of new fascias and soffits to those on adjoining privately owned properties - whether they are plastic to timber, or plastic to plastic.

To accommodate the varying site conditions, all connectors, fascia and soffit boards must be cut on site to the required girths and lengths.

When installing fascia and soffit on properties that adjoin privately owned dwellings incorporating a boxed eaves detail, the contractor shall pay particular attention to achieving a satisfactory detail at the party wall line. In setting out for the new boxed eaves, the contractor must be aware of the constraints set by the neighbouring installation and set out an arrangement which is sympathetic to it. Any proposals to comply with the latter must firstly be discussed with, and approved by, the CA.

All profiles are to be neatly scribed around decorative or structural projections to the external walls, windows etc. All new profiles and boards are to be sealed at their junction with the main structure using low modulus silicon supplied by the board manufacturer. Fixings must be neatly positioned and equidistantly spaced along the board. Pairs of fixings must line through with each other and be at right angles to the board edge.

Form circular holes through fascias and/or soffits of the smallest diameter required to accommodate both existing overflow pipes, and those newly provided under the specification requirements. Seal around all such holes with silicon sealant. Existing waste pipes etc. must be re-run into new hoppers where necessary. Supply and fit any missing overflow pipes and re-connect any which may have become disconnected. Overflow pipes must project at least 50mm past the external face of the fascia board - extend to comply where necessary.

	ltem	ROOF REFURBISHMENT AND ASSOCIATED WORKS	TION
	8.00	FASCIA AND SOFFIT	
	8.05 Contri	Installation (contd.)	
	Contd.	Carefully clean all new fascia, soffit, bargeboard, box ends etc. upon completic work at each property, using an appropriate UPVC cleaner supplied by Swish.	on of
	8.06	Contact: Swish Building Products Limited Pioneer House Mariner Lichfield Road Industrial Estate Tamworth	
		Staffordshire B79 7TF	
		Ian McNeil - Lawson Tel: 01827 – 317200 or (Mobile Phone) 07901 – 851780	
		(61)	

SECTION 8





Roof Refurbishment Section 9 Rainwater Goods

ltem	SECTION ROOF REFURBISHMENT AND ASSOCIATED WORKS
9.00	RAINWATER GOODS
 9.01	Schedule of Properties for Renewal
	Camden Terrace: No.3 Noakes Meadow: No's. 37, 38, 39, 41, 47, 51, 53, 55, 61
9.02	Renew all rainwater goods at the properties listed at Clause 8.01 above. Renewal to include those wastes taking water from bathrooms etc. Rationalise layouts and, where possible and freeholders will permit, self-contain goods to council owned property. All works to be carried out in strict accordance with the manufacturer's drawings, details and recommendations.
9.03	Supply and fix new Osma, 113mm, 'Deepline', black, PVC gutters and matching 68mm downpipes.
9.04	Gutter brackets to be the three-hole type, and fixed using three number sherardized screws. Screws to 'support' and 'joint' brackets to be fixed through fascia into rafter feet and/or noggins. Brackets to be fixed at no greater than 800mm centres max, at the centre of bracket joints, and within 150mm of both sides of any angles.
9.05	Hopper heads and downpipes serving them are to be replaced with those of the same size and section as existing. Downpipes and hopper heads to be sited at existing locations, all as previously marked.
9.06	To minimise the number of joints, full gutter and downpipe lengths are to be used where possible.
9.07	Proprietary connectors obtained from the rainwater system supplier must be used at the junction of new and existing gutters.
9.08	Provide all necessary connectors/unions, hopper heads, outlets, stop ends, brackets, bends, shoes etc., recommended by the manufacturer to render the installation complete to a sound, neat and workmanlike finish.
9.09	Carefully examine all rainwater installations which are to be retained and establish if any have been installed poorly or to an inappropriate line or fall. Re-fit any such installations found to the appropriate line and falls, renewing any damaged materials found at the same time. Clean out all gutters, downpipes, hoppers, gulley's etc. on completion.
9.10	At the completion of each installation the Contractor shall, in the presence of the Contract Administrator, demonstrate (by carrying out a water test) that guttering is sound and laid to the correct falls. Defective installations are to be rectified immediately. Re-tests are to be carried out until the Contract Administrator is satisfied with the adequacy of the installation.





Roof Refurbishment

Section 10

Nominated Suppliers

ltem	ROOF REFURBISHMENT AND ASSOCIATED WORKS	SEC
10.00	NOMINATED SUPPLIERS	
10.01	Sandtoft/Wienerberger Wienerberger Limited Wienerberger House Brook Drive Cheadle Royal Business Park Cheadle Greater Manchester SK8 3SA Tel: 08449 395900	
10.02	Swish Building Products Ltd, Pioneer Hous Mariner Lichfield Road Industrial Estate Tamworth, B79 7TF	
10.03	OSMA Plumbing and Drainage Wavin Parsonage Way Chippenham Whiltshire SN15 5PN	
10.04	Harcostar Water Butts Redhouse Lane Disley Stockport, Great Manchester SK12 2NW	

SECTION 10





Roof Refurbishment Section 11 Schedule of Rates

11.00 SCHEDULE OF RATES

- 11.01 To avoid doubt, the rates invited below must include for all costs associated with undertaking the individual work task safely and to a high standard of workmanship including, but not exclusively, all: materials, labours, profit, temporary supports and platforms, fixtures, fittings, bedding compounds, and ancillary items required to achieve a quality finish.
- 11.02 This purpose of this schedule of rates is to establish rates which the CA may wish to rely on for any variations (omissions or additions) which are required during the works. Provisional quantities have been used to help establish the rates and it is not intended to imply that any such work, or quantity of work, has been identified or will be authorised by the CA.

11.03 The contractor is advised to be accurate in his pricing as the totals will form part of the tender sum and, therefore, the potential outcome.

ltem	Description	Amount	Unit	Rate £	Total £
1	Rake out and re-point brick work in accordance with clause 5.05.	20	m²		
2	Stitch repair/re-point crack in brickwork in accordance with clause 5.05	5	lm		
3	Take down and rebuild two flue chimney stack in accordance with clause 5.02.	· 1	no.		
4	Take down and rebuild four flue chimney stack in accordance with clause 5.02.	1	no.		
5	Supply and install plain tiles	50	no.		
6	Carefully remove and renew flaunching to stack	5	no.		
7	Supply and fit dry ridge tiles	5	item		
8	Supply and fit dry hip tiles	5	item		
9	Supply and fit bonnet tiles bedded in mortar	25	no.		
10	Rake out and re-cement fillets	20	no.		
11	Scarf in section of tanalised SW timber wall plate	10	lm		
12	Decorate masonry wall in 1 No coat masonry paint	20	m²		
13	Supply and lay 150mm Rockwool Quilt	200	m²		
14	Supply and install 110mm Deepflow black UPVC guttering	20	lm		
	Total Carried Forward to Collection Sheet				





Roof Refurbishment Section 12 Dayworks

ltem	ROOF REFUR	BISHMENT	AND ASSOCIATED WORKS	SECTION 12
12.00	DAYWORKS			
	Daywork carrie Chartered Surv	ed out under veyors and t	c shall be as defined under the "Definition a Building Contract" as published by the the Building Employers Confederation date rences below are to the above definition.	Royal Institute of
	Labour			
	Craftsman:	£	/hr (insert hourly rate)	
	Labourer:	£	/hr (insert hourly rate)	
	Material			
			added to the net cost of materials and goo al costs, overheads and profit as defined i	
			%	
	Plant			
			added to the net cost of the use of plant as al costs, overheads and profit as defined i	
ł			%	





Roof Refurbishment Section 13 Preliminary Costs

PRELIMINARY COSTS

Provide a full breakdown of preliminary costs in the table below and carry the totals (A & B) forward to the collection sheet.

FIXED COSTS		£.00
· · · · · · · · · · · · · · · · · · ·		
	TOTAL TO COLLECTION	

TIME RELATED COSTS	£.00
	_
Total Cost Per Week	
Contract Duration	X 20 Weeks
TOTAL TO COLLECTION	





Roof Refurbishment Section 14 Schedule of Dwellings
ADDRESS	SECTION	DESCRIPTION	£	р	£	р
6 Little Knoll	Section 3	Scaffolding				
House	Section 6	Roofing				
	L	I	Sub Total	= £	<u>n general a negle konst hanna han da bir bir an</u>	10-00-000
20 Little Knoll	Section 3	Scaffolding				
House	Section 6	Roofing				
	L		Sub Total	= £		
31 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	Section 7	Finlock Guttering				
	Section 8	Fascia Renewal				
	Section 9	R.W. Goods				
	L		Sub Total	= £		
32 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	L		Sub Total	= £		
36 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	L.m		Sub Total	= £		
					_ F	
37 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	Section 7	Finlock Guttering				
	Section 8	Fascia Renewal				
	Section 9	R.W. Goods				
			Sub Total	= £		
	lanta () () () () () ()					

ADDRESS	SECTION	DESCRIPTION	£	р	£	р
38 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	Section 7	Finlock Guttering				
	Section 8	Fascia Renewal				
	Section 9	R.W. Goods				
			TOTAL	= £		
39 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	Section 7	Finlock Guttering				
	Section 8	Fascia Renewal				
	Section 9	R.W. Goods				
			TOTAL	= £		
41 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	Section 7	Finlock Guttering				
	Section 8	Fascia Renewal				
	Section 9	R.W. Goods				
			TOTAL	= £		
				T		
44 Noakes Meadow	Section 3	Scaffolding				
Bungalow	Section 6	Roofing				
			TOTAL	= £		
				I		1
46 Noakes Meadow	Section 3	Scaffolding				
Bungalow	Section 6	Roofing				
			TOTAL	= £		

ADDRESS	SECTION	DESCRIPTION	£	р	£	
47 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	Section 7	Finlock Guttering				
	Section 8	Fascia Renewal				
	Section 9	R.W. Goods				
	L	· · · · · · · · · · · · · · · · · · ·	Sub Total	= £		
48 Noakes Meadow	Section 3	Scaffolding				
Bungalow	Section 6	Roofing				
		:	Sub Total	= £		
				1		
49 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	Section 7	Finlock Guttering				
	Section 8	Fascia Renewal				
	Section 9	R.W. Goods				
			Sub Total	= £		
50 Noakes Meadow	Section 3	Scaffolding				
Bungalow	Section 6	Roofing				
			Sub Total	= £		
		I		I		1
51 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	Section 7	Finlock Guttering				
	Section 8	Fascia Renewal				
	Section 9	R.W. Goods				
			Sub Total	= £		

ADDRESS	SECTION	DESCRIPTION	£	р	£	р
	1	I				
53 Noakes Meadow	Section 3	Scaffolding		ļ		
House	Section 6	Roofing				
	Section 7	Finlock Guttering				
	Section 8	Fascia Renewal				
	Section 9	R.W. Goods				
		L	Sub Total	= £		
55 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	Section 7	Finlock Guttering				
	Section 8	Fascia Renewal				
	Section 9	R.W. Goods				
			Sub Total	= £		
61 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	Section 7	Finlock Guttering				
	Section 8	Fascia Renewal				
	Section 9	R.W. Goods				
			Sub Total	= £		
71 Noakes Meadow	Section 3	Scaffolding		-		
House	Section 6	Roofing				
		······································	Sub Total	= £		
77 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
			Sub Total	_	1	1

ADDRESS	SECTION	DESCRIPTION	£	р	£	p
		T	1	1		
81 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
		-	Sub Total	= £		
91 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	L	â,	Sub Total	= £		
						1
93 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	I	L	Sub Total	= £		
						l
97 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
	L		Sub Total	= £		
99 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
			Sub Total	= £		
105 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
			Sub Total	= £	n na haran yang kana kana kana kana kana kana kana k	
					8 .	
113 Noakes Meadow	Section 3	Scaffolding				
House	Section 6	Roofing				
			Sub Total	= £		
				-	L	

ADDRESS	SECTION	DESCRIPTION	£	p £ p
3 Camden Terrace	Section 3	Scaffolding		
House	Section 6	Pitched Roofing		
	Section 8	Fascia Renewal		
	Section 9	R.W. Goods		
	L	<u>د</u>	Sub Total =	£
	Total Carried	Forward to Collec	tion Sheet =	£





Roof Refurbishment Collection Sheet

ROOF REFURBISHMENT AND ASSOCIATED WORKS

Schedule of Rates Items (Page 67) Preliminary Costa (A) (Page 71)	£	р
Preliminary Costa (A) (Page 71)		
Preliminary Costa (B) (Page 71)		
Page 73		
Page 74		
Page 75		5
Page 76		
Page 77		
Page 78		





Pre-Construction Information



Pre-Construction Information

Construction (Design and Management) Regulations 2015

1.0	PROJECT DIRECTORY
1.1	Client:
	Ashford Borough Council, represented by Sharon Williams (Head of Housing), Civic Centre, Tannery Lane, Ashford, TN23 1PL.
1.2	Principal Designer: Ashford Borough Council represented by Andrew Walker (Building Surveyor, Planned
1.3	Maintenance) Principal Contractor (where appropriate):
	TBC
2.0	TITLE OF PROJECT: Roof Renewal Finlock Gutter removal and associated works
3.0	Contract No. : ROOF/17/2
4.0	SCOPE OF WORKS: Renewal of all roof coverings, removal of finlock guttering renewal of 'roofline' goods in Pvcu and associated works.
5.0	LOCATION:
	Ashford:
	Camden Terrace No. 3
	Little Knoll Nos. 6, 20
	Noakes Meadow Nos. 31, 32, 36, 37, 38, 39, 41, 44, 46, 47, 48, 49, 50, 51, 53, 55, 61,71, 77, 81, 91, 93, 97, 99, 105, 113
6.0	Key Dates
6.1	Planned Construction Phase start : 21st August 2017
6.2	Planned Construction Phase Finish: 19 th January 2018
6.3 6.4	Duration of Works: 20 Weeks Defects Liability Period: 12 months
0.4	
7.0	Project Notification:
	Has this project been notified to the HSE - No

Pre-Construction Information Continued

8.0	EXISTING ENVIRONMENT (existing services, surrounding land use, ground conditions,
	etc.):
8.1 8.2 8.3	Residential properties – bungalows, house and flats (no lifts) Properties will be occupied during the course of the works Site Access – potential risk and conflict inherent due to the site's proximity to main traffic and pedestrian routes and the nature of the neighbourhood e.g. schools/main shopping routes close by etc.
9.0	IDENTIFIED HAZARDS OF DESIGN AND CONSTRUCTION (information on the significant
	risks which cannot be avoided):
9.1 9.2 9.3	Working at Height Working in close proximity to and above residents and general public especially young children and older persons. Working with asbestos containing materials
10.0	RECORD INFORMATION:
10.1	Asbestos Survey Information: Refurbishment and Demolition survey undertaken and included with tender
10.2	Health and Safety File Information provided: None
10.3	Drawings provided: None

Name (in BLOCK CAPITALS)

Signed on behalf of Ashford Borough Council Date

Principal Designer: ANDREW WALKER

Aprelly

04,07,2014





Tender Evaluation Criteria

Tender Evaluation Criteria

The tenders will be evaluated using the following weightings; Price: 80% Quality: 20%

<u>Price</u>

80 points will be allocated to the lowest tender and then other tenders will be evaluated as a percentage of the lowest price. This is then converted to a point score to reflect that this area carried 80% of the total score. An example of this procedure is shown in the following example;

Tender	Price £	Calculation	Convert to 80%	Points
1	500	(425 ÷ 500) x 100 = 85	(80 x 85) ÷ 100	68
2	622	(425 ÷ 622) x 100 = 68.3	(80 x 68.3) ÷ 100	54.64
3	425			80
4	440	(425 ÷ 440) x 100 = 96.5	(80 x 96.5) ÷ 100	77.2
5	625	(425 ÷ 625) x 100 = 68	(80 x 68) ÷ 100	54.4

<u>Quality</u>

This section will be evaluated using the following criteria and the tenderer is required to provide a response to each of the criteria (listed 1 - 4) below and points will be allocated for each section. Responses to each question should be limited to one page of A4, minimum size 10 font for each item. Any responses that are of a longer length will not be evaluated after the first page of A4. The tender with the highest point score will be used as the base line to calculate the relative scores for the other tenderers. This is then converted to a point score to reflect that this area carries 20% of the total score.

- With relevance to this project, please give details of locally sourced 5% directly employed and sub-contracted labour your company would use for its contracts and also apprenticeships and training schemes it has in place.
- 2. Please give details of experience of working on social housing 10% refurbishment projects your company has had and how you would apply that experience to this scheme?
- 3. What supervision and control practices would you employ to aspire to 5% zero defects on projects?

The tenderer will be required to submit a response to the Quality section on a sheet of A4 (10 font).

Tender	Quality score	Calculation	Convert to 20%	Points
1	2	(2 ÷ 20) x 100 = 10	(20 x 10) ÷ 100	2
2	3	(3 ÷ 20) x 100 = 15	(20 x 15) ÷ 100	3
3	7	(7 ÷ 20) x 100 = 35	(20 x 35) ÷ 100	7
4	10	$(10 \div 20) \times 100 = 50$	(20 x 50) ÷ 100	10
5	20			20

The winning tender is the one which scores the greatest overall mark once Price and Quality have been combined The results from the above examples would be as follows:

Tender	Points awarded for Price	Points awarded for Quality	Points Total	
1	68	2	70	
2	54.64	3	57.64	
3	80	7	87	
4	77.2	10	87.2	Winning Bidder
5	54.4	20	74.4	

Score for Assessed	Judgement
Questions	
0	Statement is unsuitable and / or suggests unacceptable risk
2	Statement fails to meet requirements in a significant way
4	Statement fails to meet requirements in some way
6	Statement meets all the requirements ("par")
8	Statement exceeds requirements and adds some value
10	Statement exceeds requirements and adds significant value





Contractors Performance Appraisal

CONTRACTORS		RFOR	MAN	CE API	ERFORMANCE APPRAISAL	AL		Sur Dit	Surveyor's Initials
Contract Description and Location:		na na an a				a a sub a construction de la construcción de la construcción de la construcción de la construcción de la const			
Contract Number: Contractor:									
CONTRACT PREPARATION (Scale 0 – 5)	B		SIGNING OF CONTRACT	NTRACT			alle i de faith an		
1. Information to allow preparation of Contract		2. Sig	ning and I	eturning ol	Signing and returning of documents	S		(Scale 0 - 5)	
		3. Agi	eement o	Agreement of start date				(Scale 0 – 6)	
		4. Sut	omission a	nd agreem	Submission and agreement of programme	ramme		(Scale 0 – 6)	
PERFORMANCE OF WORK (Scale 0 – 9)			3	WEEK N	N O.				
Description 1 2	m	4 5	6 7	8	. 01 6	11 12	13 14	15 16	Averade
5. Compliance with C.D.M. Regulations, etc.		1.0						- 	
6. Tenant liaison									
7. Response to instructions									
_									
 Standard of workmanship LO. Supervision of Contract 									
VALUATIONS (Scale $0-5$)			ΡΑΥ	AYMENT	NUMBER	R			
Description 1	7	ß	4	2	9	r	8	6	Average
12. Accuracy of claims									
13. Prompt submission of invoices						ne on er ge og er ge tri	FALLEFAR LA		
FINAL ACCOUNT (Scale 0 – 5)	L.	SUMMARY	RY Q1	1	63	0 4	Q5	Q6 Q7	7 Q8
14. Provision of info. to allow production of F/AC									
15. Value of Completed Work E	<u>Mote</u> : t(e: to be completed	ed at Q9	0IQ 6) Q11	Q12	Q13	Q14	TOTAL
16. Production of Health & Safety File (if appropr)	I GULING								

Updated February 2015

Continuation Sheet

C PERFORMANCE OF WORK (Scale 0 – 9)

Description

5. Compliance with C.D.M. Regulations, etc.

Average

32

ы 1

0000

29

28

27

26

25

24

23

22

7

20

19

18

17

WEEK NO.

- 6. Tenant liaison
- 7. Response to instructions
- 8. Cleanliness of site
- 9. Standard of workmanship
- 10. Supervision of Contract
- 11. Progress in relation to programme

D VALUATIONS (Scale 0-5)

Description

12. Accuracy of claims

WEEKLY MEETINGS

Date

Surveyor Signature

Contractor Signature

Average

18

17

16

5

14

13

12

11

10

PAYMENT NUMBER





Customer Satisfaction Survey

Housing

Direct Line: (01233) Ask For: E-mail: Date:



Name
Add1
Add2
Add3
Add4
Add5

CUSTOMER SATISFACTION SURVEY Planned Maintenance Section

PROJECT	
CONTRACT NO.	
CONTRACTOR	
SURVEYOR	

Following recent external/communal works to your property we would be grateful if you would take the time to rate the contractor's performance

1.	Consideration	ı shown for te	nants, neighb	ours and	the public	
Base and	Excellent		Satisfactory		Requires improvement	
2.	Professional a	and courteous	conduct			
	Excellent		Satisfactory		Requires improvement	
3.	Completing th	e works withi	n a reasonable	e timesc	ale	
	Excellent		Satisfactory		Requires improvement	
4.	Cleanliness o	f site				
	Excellent		Satisfactory		Requires improvement	
					(Continued overle	af) 🖹

Name, Add1, Add5

5. Standard of workmans	ship	
Excellent	Satisfactory	equires improvement
6. Overall end result		
Excellent	Satisfactory R	equires improvement
Any comments on the work	(?	
We want to make it easier for management of your home a Please tick the way(s) you wo	-	d to get involved in the
Tenant & Resident Group	Mystery Shopping	Email Survey
Focus Groups	Postal Survey	Online Feedback
Your Telephone Number		
Email Address		
Are you happy for a meml involved?	per of the tenant's panel to c	contact you to discuss getting

	Yes		No
--	-----	--	----

Thank you for completing this questionnaire, it will help us to improve the service we offer to you.

Please return your completed questionnaire in the postage paid envelope enclosed





Satisfaction Note



ASHFORD BOROUGH COUNCIL

SATISFACTION NOTE

TENANT'S NAME:	•••••••••••••••••••••••••••••••••••••••
ADDRESS:	
TEL. NO.	
CONTRACTOR:	
satisfaction and my ho	OF REFURBISHMENT has been completed to my ome has been left clean and tidy and in a satisfactory we any outstanding issues which the Contractor needs

(Please do not sign this form unless you are completely happy that all works are complete)

Signature of Contractor's Representative

Date

Signature of Tenant

Date





Access to Premises Protocol

ACCESS TO PREMISES PROTOCOL

- 1. Access by appointment is always preferable.
- 2. Access by appointment is essential if it has been requested by the tenant.
- 3. Generally 24 hours notice is required although this may be waived by mutual agreement between contractor and tenant.
- 4. Works within a dwelling should preferably be undertaken with the tenant or their nominated representative present. Nominated representatives can not be persons under the age of 16 years (minors) and contractors should not undertake works inside a dwelling if a minor is present and not accompanied by an adult.
- 5. Works to the exterior of a dwelling or within its curtilage are only to be undertaken if an appointment has been made or someone in the property has been made aware of the contractors presence and permission to proceed is given. The only exceptions are as follows;
 - Works that are highly unlikely to cause any intrusion or are of an urgent nature,
 - Works in open plan gardens to fences, drains and the like.
- 6. In all circumstances the contractor should always make (or attempt to make) their presence known to any occupants.
- 7. Works to the building are not to be undertaken if there is 'no answer at the door' especially if the works involve the use of ladders against an elevation of the building with windows and/or noisy operations.
- 8. Enclosed gardens with locked or secured gates are not to be entered unless permission has been granted by the tenant (does not apply to emergencies).

Note:

- a) Some of the reasoning behind this protocol was based on privacy and the chance of intrusion if contractors put themselves in a position where they can catch an occupant unaware should they have been unwilling or unable to answer a call at the front door.
- b) This protocol needs to be exercised with common sense and is not intended to prevent works being undertaken that are highly unlikely to cause any intrusion or are of an urgent nature i.e. works that need to do done to prevent obvious and imminent damage to property or injury to health.
- c) The protocol is intended to balance the rights of the tenants to privacy, the contractors' interests and the safety of their employees and the need to undertake repairs.