Prelims

Definitions
In addition to the definitions within the Standard Form of Contract, the following are to apply:-

A Words importing the singular only also include the plural and vice versa where the context requires.

B Words importing the masculine gender shall include the feminine.

C The term ″the Works″ shall mean the whole of the works described in the Contract Documents to be carried out by the Contractor or his Sub-Contractors under the terms and conditions of the proposed contract.

D ″Tender″ means any tender or written offer to Poole Housing Partnership.

E ″Bidder″ means any person or body corporate or incorporate submitting a tender as above defined.

F The ″Contract Documents″ means:

Invitation to Tender and Appendices
National Schedule of Rates including preambles
Form of Contract

G ″Employer″ means Poole Housing Partnership Ltd (PHP) or any successor authority.

H The term ″approval″, and words derived therefrom, shall mean approval issued by the CA unless otherwise described.

J The term ″manufacturer′s recommendations″ shall mean all printed or written recommendations or instructions issued by a manufacturer and current at the time of the Order being placed.

K The term ″or other approved″ shall mean the standard required and that materials or goods of equal or higher quality and performance may be substituted with the written approval of the CA.

L ″CA″ – All references to ″CA″ shall mean Contract Administrator who will be a nominated employee of Poole Housing Partnership and for this Contract the term shall be interchangeable with the Employer.

M The ″Principal Contractor″ is to be ′The Contractor′.

NThe term ″Planning Supervisor″ shall have the meaning defined in the Construction (Design and Management Regulations) 2007.

The term ″Tenant″ shall mean tenants and leaseholders (if affected by the Works).

Abbreviations

The following abbreviations are used:

BS	British Standard current at tender date.
BSCP or CP	British Standard Code of Practice current at tender date
M or m	Linear Metre(s)
MM or mm	Millimetre(s)
M^2 or mm^2	Square metre(s)
M^3 or m^3	Cubic metre(s)
Nr	Number

Definitions

REMOVE means:
Disconnect, dismantle as necessary and remove the stated element, work or component and associated accessories, fastenings, supports, linings and bedding materials and dispose of unwanted materials.

KEEP FOR REUSE means:
During removal prevent damage to the stated components or materials, and clean off bedding and jointing materials.
Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.

REPLACE means:

Remove the stated existing components, features or finishes. Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed.
Make good as necessary.

REPAIR means:

Carry out all remedial work to components, features and finishes as found in the existing building, or as otherwise specified. Re-secure or re-fix as necessary and leave in sound and neat condition. It does not include replacement or components or parts of components. It may include redecoration, see the definition for making good below.

MAKING GOOD means:

Carry out local remedial work to components, features and finishes which have been disturbed and leave in a sound and neat condition.

COMMUNAL AREAS means:

All common areas including external building areas, porches, entrances, lobbies and corridors, stairwells, lift landings, bin stores, chutes, service cupboards and lift rooms.

TO MATCH EXISTING Means:

The use products, materials and methods to match closely all visual characteristics and features of existing work, with joints between existing and new work as inconspicuous as possible, all to approval of appearance.

EASE means:

Minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.

Tender Submission

Tendering is to be in accordance with the principles of the JCT Tendering Practice Note 2016 Alternative 1 of the code will apply.

The submission of the tender shall denote the Bidder′s agreement to comply with all matters referred to in the tender documentation including the Conditions of Contract and these Preliminaries.

The Contractor is requested to check the documents and the number of each page and if any are missing or duplicated or if any writing or figures are indistinct, to notify the CA at once. No subsequent claim for loss of consequent upon Contractor′s failure to comply with this section will be entertained.

No alteration, addition or qualifying note is to be made by the Contractor in the text of the tender documents. Should any alteration, addition or note be made, such will not be recognised and the text of the Tender Documents as printed will be strictly adhered to.

The contractor should note that qualifications in tenders will not be accepted. Should any qualifications be attached to tenders such tenders may be excluded from considerations when selecting the successful Contractor.

No claims arising from the Contractor′s failure to comply with this section will be entertained

Costs to be Included

The Contractor is to allow for the costs of fulfilling all liabilities and obligations referred to in the preliminaries, preambles and other tender documents as part of his tender percentages.

The Contractor shall be deemed to have included in his tender for each trade to attend upon, cut away for and make good including decorations after each other and for incidental work not specifically mentioned.

The Contractor is to allow in his tender for all travelling time and costs to and from the sites.

PROVISION CONTENT & USE OF DOCUMENTS

Cross References to Specification
Where a cross reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the specification section dealing with general matters, ancillary products and workmanship also apply.

The Contractor must before proceeding, obtain clarification or instructions from the CA in relation to any discrepancy or ambiguity which may be discovered.

Substitution
Substitution of products will not be allowed without prior approval from the CA. Any proposal for use of alternative products must be supported by evidence or equivalent durability, function and appearance. The products listed in this Specification in Section 4 and 5 are deemed to comply.

Schedule of Rates
The Schedule of Rates consist of composite rates and include for all necessary works to complete the Order, including all necessary making good and reinstatement, etc. The works detailed under such Schedule Items are only indicative of the anticipated works required and must not be considered as full descriptions of the works tasks.

Documents Provided by the Employer
Only electronic copies of the Contract documents will be provided
All sections of the specification must be read in conjunction with Preliminaries, Conditions of Contract and this Invitation to Tender.

Documents Provided by the Contractor / Sub Contractor
Technical Literature: The Contractor is required to retain copies of instructions and guarantees delivered with components and equipment, register with manufacturer as necessary and handover to CA. Electronic versions will be preferable.

Where appropriate the Contractor will provide the CA with a free copy of manufacturer′s maintenance / operation manuals for the installed equipment.

Communication Standards
Respond to written or email communications from CA or tenant within 10 working days or earlier if specifically requested. Holding replies or acknowledgements are accepted as good practice but will not constitute a reply.

The Contractor will respond to telephone messages within 24hours except where weekends or bank holidays intervene of where emergency attention is required. The Contractor must provide and maintain a dedicated email address for the duration of this Contract to receive and send Orders, instructions and communications relating to this Contract.

The Contractor shall provide sufficient e-mail addresses as may be necessary to efficiently handle electronic correspondence from the Employer, e.g. separate e-mail addresses for receiving Orders electronically (when technically possible), complaints, manager-to-manager correspondence, etc.

The Contractor shall, during normal working hours, maintain contact with his operatives, whether on site or not, by telephone, mobile telephone, PDA, or other adequate means of communication.

Disclosure of Information
The Contractor is to note that under the provisions of the Data Protection Act 2018 it is a civil offence (and in very unusual circumstances, a crime) to disclose to an unauthorised person(s), either intentionally or carelessly, any information stored in a computer or contained in a print-out by which a person can be contacted.

The Contractor is authorised to receive information regarding tenants from the Employer, however, all necessary precautions must be taken to ensure that any information given, irrespective of its nature and the method presented is only used for its intended purpose.

Breaches of the above provisions may leave the Contractor liable to prosecution under the Data Protection Act 2018. Information will be sent to the Contractor in encrypted emails which the Contractor will be required to un-encrypt.

MANAGEMENT OF WORKS

Site Supervision

The Contractor shall employ a named full-time Person in Charge / Supervisory Staff during normal working hours, to whom directions may be given by the CA and who will be empowered to act upon such directions.

The Contractor′s Person In Charge is to attend site when trade operatives are required to assist the CA in site inspections, so that the extent of any works, or remedial measures may be agreed.

The Contractor′s Person in Charge will be deemed to be in charge of all supervisory staff, trade operatives, sub-contractors, statutory undertakings etc. and for co-ordination, supervision and administration of the Works, sub contractors and specified suppliers.

The Contractor shall for the duration of this Contract employ all necessary supervisory staff to ensure adequate supervision of operatives during normal working hours.

All contract supervisors shall be sufficiently qualified to the satisfaction of the CA. Approval must be obtained from the CA prior to the appointment of any supervisor on this Contract.

All names of supervisory staff are to be made known to the Employer and are to be contactable at all times during normal working hours.

The Contractor′s Person in Charge will give their whole time respectively to the supervision of the Works and must be able to receive and act promptly upon (on behalf of the Contractor) all instructions issued to the Contractor. This includes having the authority to offer a firm attendance or completion date if an enquiry is made concerning an overdue Order.

Co-ordination

The Contractor will be responsible for the proper co-ordination of all main services, other contractors and all statutory undertakings works etc. with the Contractor′s own works and pay all relevant fees.

The Contractor will provide attendance including all builders′ work in connection with services including marking up of any holes or chases and provisions of any sleeving requirements for pipes, conduits, ducts and the like.

Identification Cards

The Contractor′s Identification Cards will be issued by the BCP Council on behalf of PHP and they will remain the Council′s property. The card will only be valid for the Contract duration.

The Contractor will indemnify the Employer against the loss of this card and losses or damages resulting from its misuse.

The CA is to be informed within one working day if a person to whom a card has been issued, hands in their notice to terminate their employment. The card is to be returned to the CA one working day before they finish their employment.

Where an employee is given notice of termination of employment, the Contractor will fax the CA within 4 working hours and return the card within 2 working days from the time of issuing the notice.

The Employer reserves the right to pursue the non returned cards and the Contractor will indemnify the Employer against all costs incurred doing this.

The Employer reserves the right to recall any or all the cards at any time if it suspects that they are being misused or the trust they imply is being broken.

The Contractor will be charged a £10 deposit for each card. This will be refunded on the surrendering of the card. Replacing defaced or missing cards will cost £20 each.

All operatives employed by the Contractor or sub-contractors shall at all times wear either overalls/sweatshirt/jacket bearing the Contractor′s name. The clothing shall be to the approval of the CA.

<u>Employer′s Code of Conduct for Contractors</u>

The Employer′s code of conduct is to be adhered to by all staff including sub-contractors engaged on this contract. Details of the Code of Conduct are within the appendices.

Location of Work

Where possible, the location of work will be defined with as much information as possible, with detail of rooms, dwelling number or drawing as appropriate and telephone number/other contact as applicable.

Existing Mains or Services

The Contractor is to take all reasonable measures to ascertain the location of all existing services, namely drainage, sewers, gas, water, electricity, telephone, TV aerials and satellite dishes, above and below ground or within the structure of the property. This is to include liaising with local authorities, public undertakings, the CA and any other person having knowledge of the site to avoid damage to or disruption of any existing services.

The Contractor shall be responsible for protecting, upholding and maintaining all existing services to the premises and any adjoining premises during progress of the Works and the Contractor shall take any necessary steps to prevent any interruption thereof.

No diversion of any of the existing services etc., other than as indicated on the Orders hereinafter, shall be carried out without the written agreement of the CA. Any temporary disconnection of the services etc., which may be necessary in connection with the Works, shall be done at such times as may be directed by the CA. The duration of any interruption shall be kept to a minimum.

The Contractor shall be responsible for giving all necessary notices to the statutory authorities and the Contractor is to make good any damage due to any cause within his control at his own expense or pay any costs and charges in connection therewith.

Maintaining Tenants′ Facilities

The Contractor is also to ensure that at the end of each day′s work, each occupied dwelling shall be left with heating, running hot and cold water, adequate flushing toilet facilities (chemical closets are not permitted except where specifically authorised by the CA, in which circumstances the Contractor will be expected to keep in serviceable order), lighting and power, television installation and cooking facilities.

Whenever possible, the maintenance of service is to be achieved by the continued use of the existing services until such time as the new services are installed and ready for use. If temporary services are necessary, they must be adequate for their intended use and be approved by the CA. Television services must be maintained either by permanent external aerials or temporary room aerials.

Temporary facilities are deemed to be included in the Contractor′s tender percentages.

Fire Precautions

Where it is necessary to use any naked flame or welding equipment in execution of the work and where combustible materials are in use, adequate protection shall be given to the other adjacent materials and personnel. Suitable fire extinguishers shall be provided and readily available at the position where such work is proceeding.

The Contractor shall maintain the designated escape routes and exit doors within any building clear of any materials and plant at all times. The Contractor shall consult the person in charge of the premises in respect of precautions which should be taken for the safety of other occupants prior to commencement and whilst work is in progress.

Where work causes disruption to escape routes or fire precautions to the premises, temporary arrangements shall be agreed with the CA.

Safety of Children & Other Vulnerable Tenants
The Contractor shall take all reasonable precautions to prevent injury to children by implementation of the measures set out in Guidance Note GS 7 (June 1989) issued by the Health and Safety Executive published by HMSO AA (Ref: ISBN 0018854 16X) which include the following:

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

The above will also apply to vulnerable tenants including persons who are mentally or physically infirm, or who have behavioural, sensory, speech or language difficulties.

Asbestos
Non licensed asbestos removal may be carried out under this contract if the correct procedures and permissions are in place with the successful contractor. However it is not essential that the successful contractor can carry out this work. If this contractor is to carry out non licensed asbestos removal, rates for such removal will be negotiated post Contract award, and based on a priced Schedule of Rates.

Minor non licensed works may be undertaken by the Contractor using trained operatives and provided training records are kept and verified.

This would include syllabus, training materials, times on courses, dates taken and any practical elements, procedures for auditing and checking.

Trained operatives must have the correct PPE.
Trained operatives require regular medical testing and records of these kept.

Non licensed removal work will be recorded, keeping notes of work done (time, names of personnel etc.). Site specific method statements are required for each job carried out and are to be prepared in advance and copied to the Health & Safety Executive and PHP.

The Contractor must have in place all necessary procedures, Waste Transfer Licenses, locked skips and consignment notes required for the transport and disposal of asbestos.

Asbestos Insulation Board (AIB) will not be removed under this contract and if found should be referred to the CA.

Where any work under this Contract involves the handling of asbestos, the provisions of the 2006 control of Asbestos Regulations, Health and Safety at Work 1974 etc. (and any amendments thereto) must be adhered to.

Before works commences on any site the contractor will ask the employer for up to date information on locations and positions of any asbestos containing materials.

Where incidental asbestos is discovered or suspected, the Contractor shall notify the CA immediately. The CA will refer the matter to the Employer′s Asbestos Co-ordinator who will subsequently advise the Contractor by further instruction. Except where provided for in the Schedule of Rates, asbestos testing, labelling, encapsulation and removal does not fall within this Contract and will be dealt with by the Employer′s Asbestos Co-ordinator. Where the Contractor is to carry out asbestos work using items from the Schedule of Rates, the work is to be in accordance with method statements approved by the CA.

The Employer has a register of known or suspected locations of asbestos containing materials (ACM′s) and has an asbestos policy to manage these materials. In order that the register may be updated, the Contractor shall promptly notify the Employer in writing of any new asbestos materials discovered, of any asbestos materials found to have become seriously damaged and of any asbestos materials wholly removed from a property.

In this connection the Contractor is reminded of his obligation to indemnify the Employer against any expense, liability, loss, claim or proceedings, etc., in respect of personal injury to any person whomsoever and that the contraction of any industrial disease as a result of exposure to asbestos

during the course of the work within this Contract will be deemed to be covered by that condition.

All of the Contractor′s operatives, supervisors and sub-contractors must have undertaken an Asbestos Awareness course prior to working on the Employer′s properties. Written proof of this must be provided prior to starting any works. Written proof must be held in the Contractor′s office for inspection by the Employer. If an employee is found not to have been trained in Asbestos Identification they are to be removed from the Contract immediately.

Building Regulations
All works carried out by the contractor must conform to Building Regulations. The Contractor will be deemed to be suitably aware of all current and related legislation. Poole Housing Partnership will work with the Contractor to ensure that specification and works conform and have the relevant approvals.

PROCESSES SYSTEMS & PROCEDURES

Ordering of Works
The Works to be carried out will be set out on an Order generated through the Employer′s computer system. Works ordered will have minimal information. The Contractor is to ascertain the actual works required for himself for all Orders.

All Orders will be transmitted to the Contractor mainly by electronic file transfer. Emergency Orders will be transferred by telephone in addition to electronic transfer. To assist the Contractor additional details may be provided on the Order.

Should the works required vary from that stated on the Order, the Contractor is to inform the Contract Administrator as soon as possible.

No instructions are to be taken from anyone other that the Contract Administrator or Contract Administrator representative regarding the extent of Works to be undertaken. Instructions are not to be taken under any circumstances from residents.

The Contractor must contact the Contract Administrator immediately should the Works required vary to the works detailed on an Order by more than £200 upon which, after confirmation/inspection, a new additional Order or Variation Order will be raised and if appropriate the original Order will be cancelled. No additional payment will be made for this operation.

If dimensions are stated on the Order whether in metric or imperial units these are to be regarded as approximate only and are inserted for the guidance of the Contractor and he is to satisfy himself as to their accuracy.

No claim arising through insufficiency of the dimensions will be entertained.

Provision shall be made for the execution of all incidental matters which reasonably may be inferred from the specification to be necessary in order to leave the work perfect and complete, although the same may not expressly mentioned therein.

During the term of the contract, the contractors maybe instructed to use an online contractor′s portal which will extract and feed information into the Contract Administrators user system. This system will then be used to provide property lists, submit validation forms and the production of final orders.

Response Times
Order response times will be raised by the Employer with target dates for completion in line with the scope of work as agreed between the Employer and Contractor, and advised & agreed with the tenants.

The response time operates from the receipt of the order by the Contractor whether verbal or written, whichever is the earlier.

The Contractor shall at all times employ sufficient labour, materials, plant and equipment to ensure that all Orders placed with him are started and completed within the specified period to the satisfaction of the CA.

Should the Contractor′s regular supplier not be able to provide materials within the priority timescales the Contractor is to use alternative suppliers. No extension of time will be given for inability to procure readily available materials that the Contractor′s regular supplier cannot provide.

Access
Provision for access will be arranged by the Contractor.

The Employer and its employees (including the Contractor) have no special right of access to properties without the registered tenant′s/leaseholder′s permission. This includes the opening of doors and windows or works to boundaries or grounds. Access to communal areas may require consultation with both tenants and leaseholders.

Pre-Inspection of Orders

A schedule of works will be produced based on these validation reports and the rates set during the tendering period. Upon receipt of these schedules and orders will the contractors be in a position to instruct manufacturing and installations.

Defects
The Contractor shall bring to the notice of the CA, and confirm in writing, as soon as discovered, any defects or anomalies revealed or arising out of the Works which may affect works ordered or, if works ordered, when completed would conceal a defect. Should the Contractor fail to do so, he will be required to carry out all necessary works as directed by the CA to remedy the said defect or anomaly, wholly at the Contractor′s own cost.

The Contractor will remove all materials and workmanship rejected by the CA in writing within such time as may be specified and replace them with others of such better quality as shall be satisfactory to the CA and shall be approved by the CA.

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

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

The Contractor shall exercise great care at all times to prevent damage to the building structure, fittings and fixtures, furniture, equipment, finishes or the like and shall make good any damage caused by him at his own expense. Details of any such damage must be reported by the Contractor to the CA.

Any temporary fixings made to the new or existing structures shall be removed by the Contractor and all damage or disturbance caused to any parts of the structure shall be made good at the Contractor′s expense and to the satisfaction of the CA.

Approved Sub-Contractors & Suppliers
The Employer may wish to appoint approved sub-contractors and/or suppliers to carry out works and/or supply goods which are not included in the Schedule of Rates. Also, the Employer may, for any work, request the Contractor to obtain, under tender conditions, competitive quotations (generally 3 Nr) for any project of any value, to enable the approved sub-contractor to be appointed to carry out the work under the direction of the Contractor.

Statutory Authorities
Where the CA orders the Contractor to instruct Statutory Authorities to carry out works under the Contract, the Contractor is entitled to recover the full cost of any fees and charges payable in consequence thereof and

will be allowed 10% on the net charges to be added for profit and attendances.

Notification / Insurances
The contractor shall immediately notify the CA/Employer and insurers of any event which may give rise to any claim, demand, cost or charge whatsoever arising out of the Works and the Contractor shall indemnify the Employer against any loss whatsoever which may be occasioned to the Employer by the contractor′s failure to give such notification.

The Contractor shall take reasonable steps to settle all claims (subject to them being reasonable) within 4 weeks from the date the claim is first made and should avoid prolonged negotiation with his insurers. The contractor is to keep the Employer informed regarding progress.

PROGRESS

Review Meetings
The Contractor may be required to attend review meetings with the Employer′s representatives at a minimum of quarterly intervals. It maybe the contract administrators preference to hold these meetings on site.

Performance will be monitored at the meetings between the Contract Manager and the Employer′s staff. The monthly meetings will review the following:-

Minutes of previous meeting
Progress on action points from previous meeting
Performance monitoring/Key Performance Indicators
Variations
Quality checks
Resources
Health and Safety
Appointments
Any other business

The Employer will maintain a register of complaints covering all of their work. Complaints related to the Contractor will be abstracted and discussed specifically at these regular meetings.

The CA will be responsible for taking, producing and circulating minutes of the meetings.

SECURITY / SAFETY / PROTECTION

Risk of Injury to Persons and Property

The Contractor must provide for the efficient protection of the general public and the occupants and users of the premises and adjoining premises during the progress of the Works included in or to be done in connection with this Contract and the Contractor shall, for this purpose, guard and protect his plant, tools and materials and take all necessary measures in order to prevent accidents.

The contractor must also be aware of warnings from PHP about risks from tenants to contractors or risks to vulnerable tenants from contractors. PHP keeps a list of data on these tenants and risks which are updated regularly will be forwarded to the Contractor, in encrypted form, on a weekly basis so that Contractor can take appropriate action before attending site, e.g. ′two person visits′, female staff only or disability.

Site Security

The Contractor will be responsible for securing upon the completion of the Works or whilst the premises are unattended or at the end of each working day the doors and windows of unattended premises including the reinstatement of temporary door and window coverings as necessary.

The Contractor shall provide all watching, protection, security and lighting on the site of the Works necessary for the carrying out of the Works.

The Contractor shall ensure that the property including adjoining property and its contents are completely secure from theft, vandalism, etc., and at no time are left unsecured. The Contractor shall allow for all necessary security measures including prevention of access from scaffolding or similar means. Any loss or damage caused by the Contractor′s failure to comply with this section will be made good by the Contractor, to the entire satisfaction of the CA at the Contractor′s own expense.

The Contractor shall warn occupiers and the public of dangerous operations, materials and plant, chemicals and of freshly applied materials by securely fixing warning notices in accordance with the Health & Safety (Safety Signs and Signals) Regulations 1996.

Exclusion from Works
The Employer reserves the right to issue instructions (but not unreasonably or vexatiously) requiring the removal from the Contract of any foreman, chargehand, operatives and the like if the CA considers that their standard of workmanship, performance and conduct is unsatisfactory.

The Contractor may be requested to provide written evidence that an employee has undertaken health and safety training. If this is not provided, the employee shall be removed from the Contract until such training has been undertaken to a sufficient standard.

Protection of Works from Inclement Weather
The Contractor shall protect the Works and any adjoining property exposed by the Works against damage or the harmful effects of weather conditions.

The Contractor shall provide and maintain temporary weatherproof coverings and/or screens whose construction and fixings shall be to the CA′s approval, to secure all dwellings whose roof parts have been removed. These coverings shall be used to protect the dwelling at all times outside the working day and at the following times within the working day:

When any particular dwelling is not under the immediate supervision of the Contractor′s staff.
During or in anticipation of imminent periods of rain, snow or strong winds and when the dwelling or the Works would be adversely affected thereby.
Any such time as the CA shall reasonably direct.

Any temporary fixings made to the new or existing structures shall be removed by the Contractor and all damage or disturbance caused to any parts of the structure shall be made good at the Contractor′s expense to the satisfaction of the CA.

No work which may be damaged by frost is to be carried out when the air temperature is below 1 degree Centigrade on a rising thermometer or down to 2 degrees Centigrade on a falling thermometer unless special precautions approved by the CA are taken to ensure that the work is not adversely affected.

During the whole of such periods any work liable to damage by frost is to be covered up and protected to the satisfaction of the CA. Any work damaged by frost is to be cut out and made good at the Contractor′s expense.

The Contractor must be conversant with the measures and operations described in the booklet ′Winter Building′ obtainable from HMSO for

ensuring the continuity of work and productivity during inclement weather. The operations and measures described in the booklet shall be taken wherever practicable and having regard to nature, scope and programme of the Works.

The Contractor will be expected, on the basis of weather forecasts, to anticipate the arrival of adverse weather in giving effect to the recommended procedures.

Nuisance
The Contractor shall not obstruct any public way or otherwise permit to be done anything which may amount to a nuisance or annoyance, and shall not interfere with any right of way or light to adjoining property.

Traffic Regulations
The Contractor shall comply with all traffic regulations relative to movement of vehicles, standing vehicles, restrictions as to parking and the like.
The Contractor shall keep all roads, streets, verges, gardens and footpaths (whether public or private) free from any damage arising out of or in the course of or by reason of the execution of the Works. The Contractor shall apply to the Local Authority in respect of all licenses/consents required to use, obstruct or otherwise carry out work affecting the highway and pay all associated fees and charges.

The Contractor shall keep roads, streets, verges, gardens and footpaths adjacent to the site of the Works free from mud, dirt, rubbish, obstruction, skips etc., arising as aforesaid at all times and observe any Bye Laws or regulation imposed by a competent Authority requiring roads or streets to be kept free from mud, dirt, rubbish etc.

Control of Noise
The existing premises and adjoining and surrounding premises will be in occupation during the course of this Contract and the Contractor is to allow for carrying out the work so as to cause the minimum disturbance to the occupants and exercise all due precautions and for complying with all reasonable instructions from the CA to achieve this.
The Contractor shall take measures to minimise the effect of construction noise by applying those recommendations contained in BS 5228 (or any amendment or substitution of that BS) which are applicable in the circumstances.

Any claim for loss or damage shall be entirely the responsibility of the Contractor, and no part of any claim shall fall to the Employer.

The Contractor′s attention shall comply with all requirements of The Control of Pollution Act 1974 AND AMENDMENTS 1989 etc. with reference to the control of noise and restrictions which may be imposed and the Contractor shall allow for the cost of any such compliance. No instruction issued to the Contractor by the CA shall relieve the Contractor

from his responsibility for compliance with the Act. The Contractor shall make every endeavour to reduce construction noise to the minimum. All power tools shall have efficient silencing jackets.

No radios will be played on site.

HEALTH SAFETY & WELFARE

Most works under this contract are unlikely to be notifiable under the Construction Design and Management Regulations 2015. However the Employer expects the highest standards of safety and welfare for its residents, employees and contractors.

Where the Employer issues Orders for works that fall within these regulations, the Employer will appoint a Principle Contractor. The Contractor will be required to supply an appropriate Construction Phase Health & Safety Plan to the Employer′s appointed CDM Principle Designer in accordance with the Approved Code of Practice produced by the HSE. The contractor shall promptly provide the CA with a copy of any Form F10 being submitted to the HSE.

No works will be undertaken until such Health & Safety Plan has been approved by the Employer′s appointed CDM Principle Designer. Where necessary the Contractor may be required to provide Method Statements, Risk Assessments for works which might represent a risk to health, safety or welfare of his employees or other persons not in his employment.

The contractor will supply Manuals only where works are notifiable under CDM Regulations in which case Manuals and Records/Drawings will be required in electronic format on notifiable projects.

The contractor is to provide a risk assessment and a Construction Phase Health & Safety Plan considered and adjusted to each works order. It is acknowledged that this may be largely generic due to the repetitive nature of these works, but is necessary for each project to be considered individually and the plan amended as required.

The Contractor shall provide such welfare and safety measures and amenities required by the nature and situation of the Works up to a suitable standard based on legislation, etc., for directly employed operatives, sub-contractors, tenants and any other third parties.

The Employer encourages high standards of safety management and performance and will seek to work closely with the Contractor to create a culture in which safe and efficient practices and behaviour are the norm.

The contractor is to comply with current COSHH (Control of Substances Hazardous to Health) regulations and throughout the Works, the contractor

will submit assessment sheets for materials to be used on the Contract, to the CA.

Where substances covered by the Control of Substances Hazardous to Health Regulations 2002 are likely to be encountered or used by the Contractor on site, the Contractor shall maintain Health Risk Assessments relevant to his activities. The contractor shall also hold and have available during the course of the work, all relevant Product Hazard Data sheets, and where applicable have evidence of –

Control measures to be employed and advise to be given to the client
Exposure monitoring, and
Health surveillance

Confined Spaces
No works to commence in confined spaces without an appropriate Risk Assessment / Method Statement approved by the CA.

Working at Height
No fixed safety restraints or anchor points to be used without a test certificate showing adequate load testing and approval of use by the CA. Other anchor points/tying points should be inspected by the Contractor for adequacy before tying in/fixing ladders to these points.

No works to be undertaken at height without a Risk Assessment/ Method statement that has been approved by the CA. All operatives working in these areas should be competent persons.

1.39 Fire Resistance

Fire resistant barriers between compartments within buildings are to be made good or maintained after or during rewiring works. If integrity of barriers is compromised before work commences this is to be brought to the CA attention and instructions sought to make good the barrier**.**

Protected areas defined in fire safety plans needs like for like replacement of components, if there is a requirement to modify or change these components prior authorization must be agreed with the CA.

1.40 Fire Alarms/Intruder Alarms

Temporary isolations to alarms must be approved by the CA, It is the contractors duty to consult with the Alarm manufacture to explain the proposed works and to allow for any input from them. PHP will not pay for any Alarm call outs that have been caused as a result of the contractor not following this procedure.

Removal of Rubbish / Waste Disposal / Cleaning

The Contractor shall clear away from site all dirt and rubbish daily as they accumulate and keep the interior, exterior of the sites clean and tidy at all times. All entrances, exits and paths, are to be kept clear at all times.

The Contractor shall comply with the relevant waste disposal legislation. Transfer notes must be completed in the approved manner and copies of these notes must be given to the CA.

All old lead, copper or other second hand materials or other articles or materials which have scrap value are to have the value credited to the Employer.

The Contractor shall provide for cleaning, as necessary, all rooms affected by the Works including sweeping and scrubbing floors, removing all dust, thoroughly cleaning worktops and hard surfaces, cleaning glass with wash-leather both sides, and leaving clean and tidy to the satisfaction of the CA on completion.

The removal of rubbish, waste disposal and cleaning is the Contractor's responsibility and such costs should be included in the Contractor's lump sum bid

The Contractor shall comply with the Environmental Protection Act 1990 and exercise the duty of care required under Section 34. In addition the Contractor shall comply, as appropriate, with the Control of Pollution (Amendments) Act 1989 and the Controlled Waste (Regulations of Carriers and Seizure of Vehicles Regulations 1991). Transfer notes must be completed in the approved manner and copies of these notes must be given to the CA.

The Contractor will put in place a site waste management plan to incorporate the following –

Measure and report construction, demolition and excavation waste amounts separately, and identify the destinations to which these amounts are sent and their recovery rates.
Identify the five most significant construction materials / products (by quantity, cost and wastage) and the most significant waste streams (in terms of disposal cost)
Propose and implement the most cost effective methods of reducing, reusing and recovering more of these waste materials.
Identify for at least one of these five products / materials categories, options with higher recycle content available on the market at a competitive cost and use these products in construction.

These should be done in line with WRAP′s measurement and reporting guidance, available at www.wrap.org.uk/reportingportal. By talking to suppliers and using WRAP′s product guide at www.wrap.org.uk/rcproducts.
All old lead, copper or other second hand materials or other articles or materials occurring after the execution of the Works, which are not

required to be removed to the Employer′s store, are to become the property of the Contractor.

The Contractor shall provide for cleaning, as necessary, all rooms affected by the Works including sweeping and scrubbing floors, removing all dust, thoroughly cleaning worktops and hard surfaces, cleaning glass with washleather both sides, cleaning out gutters, outlets, etc., removing stains and touching up paintwork and polished work, etc., and leaving clean and tidy to the satisfaction of the CA on completion.

The removal of rubbish, waste disposal and cleaning is the Contractor′s responsibility and such costs should be included in the Contractor′s percentage adjustment to the Schedule of Rates.

Maintenance of Public and Private Roads and Gardens, Car parking

The Contractor shall not park on verges, gardens and the like.

The Contractor shall keep all roads, streets, verges, gardens and footpaths (whether public or private) free from any damage arising out of or in the course of or by reason of the execution of the Works. The Contractor shall apply to the Local Authority in respect of all licenses/consents required to use, obstruct or otherwise carry out work affecting the Highway and pay all associated fees and charges.

The Contractor shall keep roads, streets, verges, gardens and footpaths adjacent to the site of the Works free from mud, dirt, rubbish, obstruction, skips, etc, arising as aforesaid at all times and observe any Bye Laws or regulation imposed by a competent Authority requiring roads or streets to be kept free from mud, dirt, rubbish, etc.

The Contractor is not to park, nor allow his employees, servants, agents or sub-contractors to illegally park any vehicle upon the public and estate footpaths, upon any grassed areas or upon any fire paths. Parking is only permitted in authorised parking areas.

Vehicles and plant operations should be undertaken in a reasonable and workmanlike manner, without causing unreasonable obstruction or annoyance to tenants and the general public.

The Contractor shall allow for all off-loading and manhandling into position including placing into and removing from temporary site storage prior to final positioning, all general materials, plant and items of equipment.

All transport costs, travelling time, etc., is deemed to be included within the Contractor′s percentage tender bid(s).

When cartridge operated fixing tools are to be used, the Contractor shall provide to the CA full details of the safety measures to be employed in the Contractor′s method statement. The tools shall not be operated unless fitted with a suitable splinter guard. The use of these tools shall be controlled as to avoid the risk of injury, loss of life or damage to the

property. The Contractor shall comply with all regulations governing the use of such tools.

The Contractor shall ensure that all plant and materials are placed and used and all operations carried out in such a manner as to prevent injury to persons or loss or damage to property. Plant and materials shall not be kept on site longer than is necessary or left unattended without adequate safeguards. As far as practicable only such plant and materials as are needed for one day's work shall be removed from the materials compound and unused materials should, wherever possible, be returned to the compound at the end of each day. This is particularly important at weekends and during school holidays.

All electric equipment and appliances shall be a maximum of 110 volts and installed by a competent person. All electrical work undertaken should comply with the requirements of the Electricity at Work Regulations 1989 and supporting Guidance Notes. The Contractor shall take measures to minimise the effect of construction noise by applying those recommendations contained in BS 5228 (or any amendment or substitution of that BS) and in particular Clauses 23 and 24 of Section 5 and Table 6 of Appendix G, which are applicable in the circumstances.

The Contractor shall use the most effective measures available to control noise, fumes, dust or other nuisances/hazards. Plant likely to cause disturbance may only be used within the periods agreed by the CA.

QUALITY STANDARDS & CONTROL

Setting Out / Dimensions

The Contractor is to take the dimensions from existing premises and check with dimensions given on drawings, set out works and provide all instruments and attendance required for checking by the CA.

Dimensions stated or figured dimensions on drawings are to be adhered to in preference to scaled dimensions. Any discrepancies between the drawings are to be brought to the notice of the CA for clarification and instruction.

Materials

The Employer's objective is to achieve a standardisation of high quality, long life materials used in this Contract and the Decent Homes contracts.

The whole of the materials and workmanship are to be as described in the Contract, the best of their respective kinds and all articles and materials unless otherwise described are to be of a standard or quality not less than those contained in the latest relevant standard published by the British Standards Institution. All materials are to be new unless otherwise specified.

Where, in relation to any goods or materials to be used or supplied or work to be carried out under this Contract, there is reference to a British Standard, the Contractor may, with the prior consent of the CA and provided all other requirements of the Contract in relation to such goods, materials or work are complied with, use or supply such goods or materials or carry out such work in accordance with the following standards in order of preference:

British Standards Implementing International Standards
British Standards and British Technical Approvals
Any other standards

In each case equal consideration will be given to the standards of other member states of the European Community if it can be shown that such standards offer equivalent guarantees and performance.

The phrase ′or other approved′ is to be deemed included whenever products are specified by proprietary name.

The use of materials found on site shall be prohibited except for those specifically described as to be re-used and excavated material, which where suitable may be used for making up levels etc. Should the Contractor discover materials on site which can be re-used as filling media the CA′s written approval to their use must be obtained prior to proceeding with incorporating them in the Works.

The Contractor′s percentage adjustment shall include for waste as generated by the installations, including cutting of materials to suit, loss, damage and the like.

Testing Materials / Samples
The Contractor is to provide all samples of materials for testing and is to allow for delivery to the nominated testing authority. If the results of any tests are unsatisfactory the cost of the testing and any resulting reconstruction which may be ordered by the CA is to be borne by the Contractor.

Samples of materials as may be required shall be furnished to the CA by the Contractor without delay. The samples approved will be retained by the CA who will be at liberty to reject all materials and workmanship not corresponding with the approved sample. All samples not forming part of the finished works shall be removed on completion of the Works or when no longer required.

Working Practices
Standards of workmanship are to be not less than those contained in the current Codes of Practice where such are applicable to the Works.

The Contractor shall give reasonable notice to the occupier of his intention to commence work, and the work is to be carried out in a manner that will use the minimum inconvenience and nuisance from obstruction, dust, noise, water, smoke, rubbish etc. All necessary precautions must be taken to ensure the safety of the occupier. Deliveries of materials must be arranged so as not to interfere with the occupier. All disc cutting tools are to be fitted with vacuum dust collection bags.
The Contractor shall ensure that once works are commenced, they shall be executed in a diligent and efficient manner, so as to cause the absolute minimum disturbance and loss of amenities to the tenants. The operatives engaged on the Works must only enter rooms of the dwellings affected by the Works and on no account trespass in any part of the dwelling where work is not being carried out.

The Contractor shall be responsible for reporting to the Employer instances where services do not comply with any statutory authority's rules and regulations or relevant British Standards, Codes of Practice or any other Act of Parliament thereof.

Construction Industry Scheme
Bidders must hold an appropriate Construction Industry Scheme tax certificate and provide details to the Employer on request. Changes must be notified immediately. Failure to provide current details will result in the Employer deducting tax from payments until details are provided in an appropriate way.

The Contractor has a responsibility to satisfy himself and the Employer that all sub-contractors hold an appropriate tax certificate from the Inland Revenue.

Quality Assurance Scheme
The Contractor should be registered with approved BS and industry standard quality systems.

Customer Satisfaction
The Contractors should provide satisfaction questionnaires to all residents following installation of doors and/or windows. These questionnaires should ask questions about the whole experience from measuring to completion of installation. Results of these satisfaction questionnaires are to be forwarded the Contract Administrator monthly.

SPECIFIC LIMITATIONS

Specific Limitations – Working Space
The Contractor shall comply with the provisions of the Neighbouring Land Act 2002 by taking reasonable precautions to prevent operatives, including those employed by sub-contractors, from trespassing on adjoining owner's property and any part of the premises which are not affected by the Works. If the execution of the Works requires that operatives must enter upon

adjoining property, the necessary permission shall be first obtained by the Contractor.
The Contractor shall confine his operations to the minimum area required for the execution of the Works.

The Contractor shall ensure that no permanent damage is caused to lawns, flower beds, plants, trees, pavings and verges during the progress of the Works.

Any damage caused shall be rectified at the Contractor′s expense and to the satisfaction of the CA and relevant tenant or private occupier.

Working Hours

Normal working hours within a Council property shall be limited to between 8.30 am and 5.15pm Monday to Friday, unless prior written agreement is obtained from the CA.

All overtime costs shall be the responsibility of the Contractor unless specifically ordered, in writing, by the CA.

All overtime costs shall be the responsibility of the Contractor unless specifically ordered, in writing, by the CA.

Advertising
The Contractor or any sub-contractor shall not display or permit to be displayed any advertisement.

Use of the Site
The site is not to be used for any other purpose other than the execution of the Contract.

Reinstatement of the Site
The Contractor shall confine to as small an area as practicable any operations which may affect the surface of the site and reinstate the site after the Works are completed.

The Contractor will not be permitted to mix concrete, mortar etc. on hard paved areas without taking adequate precautions to prevent staining.

The Contractor will be held responsible for any damage to roads, paved areas, grassed areas, fencing and property, which may be used by the execution of the Works, or by trespass and will be required to make good any damage caused at his own expense and to the satisfaction of the CA. On completion of the Works, the Contractor shall clear away any temporary road, tracks, hardstandings, temporary buildings, temporary spoil heaps, skips, rubbish etc. and shall reinstate to its original condition all areas used for the same.

The Contractor shall make good and reinstate in working order any existing security system switched off, damaged or otherwise rendered inoperable by the Works.

Approval to Siting
The Contractor shall obtain the approval of the CA to the siting of permanent soil disposal and notify him of the proposed siting of materials, of temporary spoil and rubbish deposits and of temporary buildings and the like.

Smoking
The Contractor will not allow his operatives to smoke in any of the Employer′s premises including communal areas.

Burning
The burning of surplus materials, rubbish etc. on the site is strictly forbidden.

Code of Conduct
The co-operation and goodwill of the tenants is vital to the success of this Contract and the Contractor will be expected to co-operate with the Employer and Tenants′ Group where appropriate in liaison matters as necessary, and to adopt a polite and sympathetic attitude towards tenants, their family or visitors and neighbours.

The Contractor′s workforce will be expected to behave in a similar manner. A copy of the Code of Conduct is attached as Appendix D.

The Contractor′s workforce shall only carry out the Works specified on the Order or site instruction. The Contractor′s workforce is not to discuss with the tenant any matter in conflict with the ordered work or the Employer generally. If the ordered work is incorrect and either no or other work is required then the matter shall be reported to the CA immediately. The Contractor is not to offer advice or suggestions to the Tenant on any matters not included on the Order.

FACILITIES / TEMPORARY WORKS

Contractor′s Premises
The Contractor shall at all times during the Contract Period provide and maintain such premises as are necessary for the proper performance of the Works.

The Contractor shall maintain local premises as a base for providing the Works, which shall be permanently staffed during normal working hours.

Sanitary Accommodation
Unless otherwise stated in the Order, the Employer will not permit the Contractor to use toilet facilities within premises.

Water for the Works
The Contractor shall provide water for the whole of the Works including that required by sub-contractors together with all necessary temporary connections, plumbing, storage, tools, fittings etc., give notice to the local water supply authority, pay all charges and clear away on completion and make good.

In the event of the Contractor taking a supply of water from a tenant, the Contractor is to arrange with the tenant for permission to use this supply and pay any charges for consumption of water direct to the tenant.
The existing water supply in empty dwellings can be used but any connections or re-connection charges must be paid by the Contractor.

In the event of the Contractor taking a supply of water from public or communal areas, the Contractor is to arrange with the Caretaker or Warden for permission to use this supply and make good on completion.

Lighting and Power for the Works

The Contractor may take a reasonable supply of electricity for the works from an occupier, but the Contractor is to agree with the occupier for permission to use this supply. The existing electricity supply in empty dwellings can be used to carry out the works.

The Contractor shall provide all necessary and adequate temporary lighting and power including all necessary leads, lamps and fittings, etc and clear away and make good on completion.

All temporary electrical work shall comply with the Building Regulations and the 18th Edition of the Regulations for Electric Equipment of Buildings issued by the Institution of Electrical Engineers (with particular reference to the sections dealing with temporary electrical installations and installations on construction sites) the relevant Codes of Practice and the requirements of the appropriate Electricity Board.

The Contractor shall make his own arrangements with the tenant or the appropriate supply authority and pay the cost of all energy and any other fuels consumed and allow for providing and fixing all necessary temporary plugs, switches, fuse boards, distribution boards, cables, flex and transformers and afterwards remove and make good all disturbance. If the tenant refuses, a generator will be used at no cost to the Employer.

In the event of the Contractor taking a supply of electricity from a tenant, the Contractor is to arrange with the tenant for permission to use this supply and pay all charges for consumption of electricity direct to the tenant.

In the event of the Contractor taking a supply of electricity from public or communal areas, the Contractor is to arrange with the Caretaker or Warden for permission to use this supply and make good on completion.

Operation / Maintenance of Finished work

Where appropriate the Contractor will provide the CA with a free copy of manufacturer′s maintenance / operation manuals for installed equipment.

Temporary Repairs & Making Safe

The Contractor shall provide all necessary labour, materials, plant, tarpaulins etc. to make all necessary repairs and / or works to make safe any defects as and when required and to include for all subsequent removals, re-fitting and all making good as necessary. No additional charge will be made for this provision which is deemed allowed for in the tendered percentages.

Temporary Water Disposal

The Contractor shall provide and maintain temporary gutters, channels, downpipes, drains and the like for the disposal of surface and other water. These temporary works shall be altered, shifted and adapted from time to time as necessary. All temporary water disposals are to be to the approval of the CA.

Where water is discharged into drains a settling tank or other means of removing sediment is to be used.