

## **GUIDANCE FOR SUBMITTING TENDER**

### **Have you completed/supplied?**

Form of Tender	<input type="checkbox"/>
Collusive Tendering Certificate	<input type="checkbox"/>
Equality Act Declaration	<input type="checkbox"/>
Pricing Information	<input type="checkbox"/>
to include where applicable:	
• Schedule of Rates	
• Schedule of Dwellings	
• Collection and/or Summary Sheet	
• Dayworks	
Standard Selection Questionnaire and response to quality questions	<input type="checkbox"/>
Method Statement (if required)	<input type="checkbox"/>

**All documents should be uploaded to the Kent Business Portal by the due/date time.**

### **Do's and Don'ts**

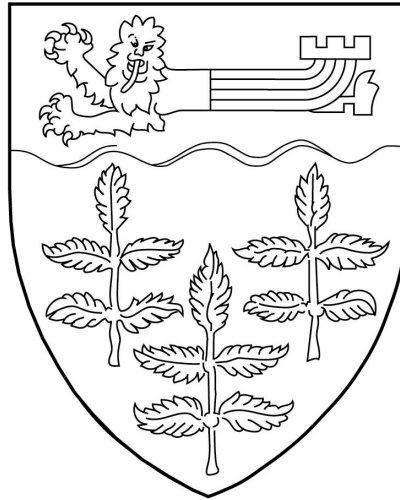
#### **Do's**

- **Do** register on the Kent Business Portal Site, <https://www.kentbusinessportal.org.uk/> and express and interest in the opportunity you are interested in. You will then receive any amendments to the tender the council issues, and responses to any clarification received.
- **Do** provide requested information on time and in the required format.
- **Do** provide clear and concise contact details; telephone numbers, e-mails and fax details.
- **Do** thoroughly check your prices and data before final submission of pricing schedules or quotations.
- **Do** review your policies on a regular basis to ensure that they comply with current legislation.
- **Do** comply with the Instructions to Tender and any other regulations that apply to procurement. Failure to do so will lead to disqualification.
- **Do** make sure that you have not exceeded the number of pages/words you are asked to submit – and make sure that the responses to the questions are clearly numbered.
- **Do** make sure that when uploading your bids electronically to the Kent Business Portal you read the following guidance;
  - *Keep file names simple and without punctuation or short capitalised words that could be interpreted as SQL*  
[https://www.w3schools.com/sql/sql\\_in.asp](https://www.w3schools.com/sql/sql_in.asp) Avoid words like IN, WHERE or FULL or punctuation such as > or ) in the filename
  - *Do not use multiple tabs (should complete in one browser session)*
  - *Be patient whilst larger files are uploaded even if the system seems a little unresponsive (as clicking upload again can cause issues)*
  - *There is a list of accepted file types max size 1GB* txt, rft, mpp, vsd, dwg, rar, msg, ics, html,gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers, pages

- For suppliers there is a dedicated supplier support team, if urgent they can call 0330 005 0352 or e-mail [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com) or [suppliersupport@proactis.com](mailto:suppliersupport@proactis.com)

## Don'ts

- **Don't** send 'glossy' brochures or information that has not been requested, this makes any responses difficult to properly assess. Only send what has been requested and only send supplementary information if we have offered the opportunity to do so.
- **Don't** send company accounts, reports, H&S Policies, etc. unless we specifically ask for them. If your bid is successful we may ask for confirmation of these details.
- **Don't** seek to influence the tender process by requesting meetings unless invited or contacting the Council to support your tender. If your tender requires clarification you will be contacted.
- **Don't** seek changes to the tender documentation after tenders have been submitted.
- **Don't** leave submitting your tender to the last minute, just in case there are any technical difficulties with IT
- **Don't** ignore the last date/time for clarification – no correspondence will be entered into after this date has passed. Other tenderers may have already submitted their bid



# ASHFORD BOROUGH COUNCIL

Tender For: ROOF REFURBISHMENT AND ASSOCIATED  
WORKS – 15 UNITS – ARLINGTON, HARPER  
ROAD AND OAK TREE ROAD, ASHFORD, KENT

Contract Number: ROOF/19/4

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

# ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

**ROOF REFURBISHMENT AND ASSOCIATED WORKS – 15 UNITS – ARLINGTON, HARPER ROAD  
AND OAK TREE ROAD, ASHFORD, KENT**  
**CONTRACT NO: ROOF/19/4**

## 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:

<b>Tender Sum</b>	£	<input type="text"/>
		+
<b>Contingency</b>	£	<input type="text" value="5,000"/>
		=
<b>Total Tender</b>	£	<input type="text"/>

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

### 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 or 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:   
(in block capitals)

In the capacity of:

duly authorised to give 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

This form must be completed, signed and returned with your tender. Failure to return the form or inadequate answers 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 Equality Act 2010 and, accordingly, your practice not to treat one group of people less favourably than others because of any protected characteristic in relation to: - recruitment and selection - promotion and transfers - training and development opportunities - pay and all other conditions of employment?	YES/NO
2. Is your equal opportunities/equality policy set out in: a) instructions to those concerned with recruitment, training and promotion; b) documents available to employees, recognized trade unions or other representative groups or employees; c) recruitment advertisements or other literature; appropriate training to staff and managers?	YES/NO
3. Do you make specific reference to removing barriers to equal access and opportunity and preventing discrimination or less favourable treatment on the grounds of gender reassignment or being transgender?	YES/NO
4. In the last three years, has your organisation been involved in any Employment Tribunal proceedings, including receiving an ET1 form, on the grounds of alleged unlawful discrimination?	YES/NO
5. If the answer to question 4 is affirmative what was the finding and what steps, if any, did you take in consequence of that finding?	

Signed:

Company:

Date:

# ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

## CONDITIONS OF TENDER

### ROOF REFURBISHMENT AND ASSOCIATED WORKS – 15 UNITS – ARLINGTON, HARPER ROAD AND OAK TREE ROAD, ASHFORD, KENT

#### CONTRACT NO: ROOF/19/4

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 "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 Council to the submitting company must be duly completed and submitted to Ashford Borough Council via the Kent Business Portal <https://www.kentbusinessportal.org.uk/> no later than 14:30hrs on Thursday 22<sup>nd</sup> August 2019

14. 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**

15. 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 Agreement, 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.
16. 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.
17. 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.
18. 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.
19. Where the Specification includes detailed schedules of work, the scheduled items are to be individually priced and the whole document returned with the Tender.
20. The Tenderer must specify at the time of tendering any additional guarantees he is prepared to offer.
21. 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.
22. No claim for extra costs due to the rates being inadequate will be allowed, and self-measurement where necessary is deemed to be included.
23. 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**

24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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**

30. The Council is obliged to recognise and adopt the Government's best value principles.
31. 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.
32. The Employer and Contractor will use their best endeavours to meet the letter and spirit of Best Value and Best Value in Housing legislation.
33. 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.
34. 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.
35. 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  
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:**

#### **EMPLOYER**

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, 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, Method Statement

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**

<b>Ashford:</b>	Arlington	TN23 4HH
	Harper Road	TN23 4QR
	Oak Tree Road	TN23 4QR
	Oak Tree Road	TN23 4QP

## 1.05 DESCRIPTION OF WORKS

Replacement of pitched and flat roof coverings, cleaning and restoration of UPVC rain and roofline goods.

## 1.06 DEFINITIONS AND INTERPRETATION

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

**Contract** 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 14<sup>th</sup> October 2019 to 20<sup>th</sup> December 2019.

**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.

**Existing Structures** means: The building or buildings owned by the Employer and in which the Works are to be carried out.

**Materials** 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

**Plant** 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)

**Work** 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**

- 1<sup>st</sup> Recital After the words “the Employer wishes the following work carried out” insert “The provision of a Roof Refurbishment 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.
- 2<sup>nd</sup> Recital delete [all reference to “Contract Drawings”]
- 3<sup>rd</sup> Recital delete “or Work Schedules”
- 4<sup>th</sup> Recital delete
- 5<sup>th</sup> 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 “23<sup>rd</sup> July 2019”
- 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 14<sup>th</sup> October 2019 and end on 20<sup>th</sup> December 2019”
- Clause 2.2 Date for Commencement of the Works - Insert “October 2017”
- Clause 2.2 Date for Completion: Insert “10 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  $(F \times D) + (A \times U)$  per week for every week during which the work remains uncompleted where:
- $F = \text{£}19.68$   
 $A = \text{£ } 6.67$   
 $U = \text{The number of units in respect of which works remain uncompleted}$
- 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 10 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 1<sup>st</sup> 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 Agreement and/or Standard, free from flaws or 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.

**Valuations for payment will be determined using the actual measured quantities fitted on site** (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  $\geq 0.5$  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 that 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**

Working with Asbestos: 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 or 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 RETENTION**

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 1.37 (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 statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works, 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 AND DIVERSITY**

The Company shall:

- (a) perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
  - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
  - (ii) the Client 's equality and diversity policy as provided to the Company from time to time; and
  - (iii) any other requirements and instructions which the Client reasonably imposes in connection with any equality obligations imposed on the Client at any time under applicable equality Law; and
- (b) take all necessary steps, and inform the Client of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

#### **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 Company acknowledges that the Client 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 Client (at the Company's expense) to enable the Client to comply with Information disclosure requirements
- b) The Company shall and shall procure that its sub-contractors shall:
  - i) transfer the Request for Information to the Client as soon as practicable after receipt and in any event within two working days of receiving a request for information
  - ii) provide the Client with a copy of all Information in its possession or power in the form that the Client requires within five working days (or such other period as the Client may specify) of the Client requesting that Information and
  - iii) provide all necessary assistance as reasonably requested by the Client to enable the Client 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 Client 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 Company respond directly to a Request for Information unless expressly authorised to do so by the Client
  - iii) The Company acknowledges that the Client may, acting in accordance with the Act or the Regulations be obliged to disclose information:
  - iv) Without consulting with the Company, or
  - v) Following consultation with the Company and having taken its views into account.
- d) The Company 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 Client to inspect such records as requested from time to time
- e) The Company acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Client may nevertheless be obliged to disclose Confidential Information.

#### **Definitions:**

**Commercially Sensitive Information:** comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Company has indicated to the Authority that, if disclosed by the Client, would cause the Company significant commercial disadvantage or material financial loss.

**Confidential Information:** any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including Commercially Sensitive Information.

**Environmental Information Regulations:** the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Information:** has the meaning given under section 84 of FOIA.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

**Services:** the services to be delivered by or on behalf of the Company under this agreement.

**Sub-Contract:** any contract or agreement or proposed contract or agreement between the Company and any third party whereby that third party agrees to provide to the Company the Services or any part thereof or facilities or services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof.

**Sub-Contractor:** the third parties that enter into a Sub-Contract with the Supplier.

#### **1.46 FREEDOM OF INFORMATION (contd.)**

**Data Protection Legislation:** up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

**GDPR:** General Data Protection Regulation ((EU) 2016/679).

#### **1.47 DATA PROTECTION AND DATA PROCESSING**

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1.47 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Company is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation. Schedule 5 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation).

Without prejudice to the generality of clause 1.47, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of this agreement.

Without prejudice to the generality of clause 1.47, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this agreement:

- (a) process that Personal Data only on the written instructions of the Client unless the Company is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Company to process Personal Data (Applicable Data Processing Laws). Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Company shall promptly notify the Client of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit the Company from so notifying the Client ;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client , to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
  - (i) the Client or the Company has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Company complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

#### **1.48 DATA PROTECTION AND DATA PROCESSING (contd.)**

- (e) assist the Client, at the Client 's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Client , delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Data Processing Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 3 ; and
- (i) indemnify the Client against any loss or damage suffered by the Client in relation to any breach by the Company of its obligations under this clause 1.47.

The Client does not consent to the Company appointing any third party processor of Personal Data under this agreement. Either party may, at any time on not less than 30 days' notice, revise this clause 1.47 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

##### **Processing, Personal Data and Data Subjects**

- (a) [Processing by the Supplier]
  - (i) [Scope]
  - (ii) [Nature]
  - (iii) [Purpose of processing]
  - (iv) [Duration of the processing]
- (b) [Types of personal data]
- (c) [Categories of data subject]

#### **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 Council's 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 CONTRACTORS CODE OF CONDUCT (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.

## **1.51 THE BRIBERY ACT 2010**

The Company warrants and undertakes to the Client that:

- a) It will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and will not give any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.
- b) It will procure that any person who performs or has performed services for or on its behalf ('Associated Person') in connection with this Agreement complies with this Clause.

- c) It will not enter into any agreement with any Associated Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this Clause;
- d) It has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement;
- e) From time to time, at the reasonable request of the Client it will confirm in writing that it has complied with its undertakings under these Clauses and will provide any information reasonably requested by the Client in support of such compliance;
- f) It shall notify the Client as soon as practicable of any breach of any of the undertakings contained within this Clause of which it becomes aware.

Where the Company or its employees, servants, sub-Contractors, suppliers or agents or anyone acting on the Company's behalf, engages in conduct prohibited by the Bribery Act 2010 or the Local Government Act 1972 section 117(2) in relation to this or any other contract with the Client, the Client has the right to:

- a) Terminate the agreement and recover from the Company the amount of any loss suffered by the Client resulting from the termination, including the cost reasonably incurred by the Client of making other arrangements for the provision of the Services and any additional expenditure incurred by the Client throughout the remainder of the Term; or
- b) Recover in full from the Company any other loss sustained by the Client in consequence of any breach of this clause, whether or not the Contract has been terminated.

## **1.52 INDEMNITY**

The Company agrees with the Client throughout the term of indemnify and keep indemnified the Client from and against any and all loss, damage or liability suffered and legal fees and costs incurred by the Client resulting from a breach of this Agreement by the Company including:

- a) Any act neglect or default of the Consultant's employees or agents or;
- b) Breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

The Client shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any death accident or injury to any workman or other person in the employment of the Company (including agents or sub-contractors) save and except to the extent that such accident or injury results from or is contributed to by any act or default of the Client their agents or servants and the Company shall indemnify and keep indemnified the Client against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.





**ASHFORD**  
BOROUGH COUNCIL

# **Roof Refurbishment**

## **Section 2**

### **General Items**

Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
2.00	<b><u>GENERAL</u></b>
2.01	The Principal Contractor must be a current member of the NFRC and provide a 10-year NFRC guarantee for the works. <b>NO</b> other contractors will be considered, see also Clauses 6.01 and 6.09.2
2.02	All properties will be occupied and remain so during the work. The Contractor must ensure that all affected properties are weather tight, safe and habitable at the end of each work shift and/or at the onset of inclement weather. The contractor should allow for any additional costs associated with carrying out works in or around occupied premises.
2.03	Being mindful of material suppliers' lead times, the successful tenderer must submit a programme of works (and relevant Health and Safety information – see clause 2.19) within 1 working week of notification that they have won the contract.
	The programme should deliver an organised, efficient, and orderly approach to the works, giving the minimum of disturbance and inconvenience to occupants, neighbours, and the public.
2.04	The contractor must not work on more than four blocks of flats at the same time. For clarity, any block with snagging outstanding will be considered incomplete and one of the four. Work at each block must be complete within ten working days of starting. <b>Starting the work means the erection of the scaffolding at any particular block of flats.</b>
2.05	The Contractor must keep residents informed of the programme and arrange convenient access arrangements. They must inform residents in writing of their intention to start work, giving at least fourteen days' notice. The notification must:
	<ul style="list-style-type: none"> <li>• Give the start date</li> <li>• Explain the extent of work (in full).</li> <li>• Outline the likely disturbance.</li> <li>• Say how long the work will take.</li> <li>• Ask residents to remove any goods, plants or other articles that will be in the way or at risk of damage.</li> <li>• Give contact details for any queries and concerns.</li> <li>• Provide the office telephone number, the supervisor's mobile telephone number, and the 24-hour emergency number (see clauses 2.15 and 2.16).</li> </ul>
2.06	The Contractor must visit site before tendering to ascertain the nature and extent of the works. They must ascertain all local conditions and restrictions, which may affect the execution of the works. They must allow in their tender for resolving and overcoming any issues identified.
	The Contractor must, <b>(prior to submitting their tender)</b> , notify the Employer of any structural defect or other restriction that they consider will prevent or seriously hinder the execution of the works.

Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
2.00	<b><u>GENERAL</u></b>
2.07	<p>The Contractor must allow in their tender for all fees and costs involved with identifying, liaising with service providers, disconnecting, altering, moving (temporarily or permanently - as may be required) and reinstating upon completion, <u>all</u> services which impede or obstruct the successful execution of the works.</p> <p>Services must be maintained in full operation at all times including satellite systems / television reception and telephony services.</p> <p>Services and equipment fixed to or passing through the structure may include (but not be limited to) satellite dishes, aerials, cables, telecommunications equipment (BT or otherwise), 'Warden-Call' systems, overhead electricity supplies.</p> <p>Measures to address any specific health &amp; safety issues identified in connection with working close to supplies are to be addressed in the RAMS for the project.</p>
2.08	P.P.E such as goggles, masks and gloves must be worn when using disc cutters or similar power tools. All personnel must wear safety hats, safety boots and High-Viz jackets or aprons at all times.
2.09	If needed, asbestos containing materials (ACM) must be removed in accordance with current Health and Safety Regulations – see also Section 4. 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.
2.10	<p>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.</p> <p>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.</p>
2.11	The Contractor must provide storage units, site accommodation and general welfare provisions, compound fencing etc. including obtaining any licences required and establishing suitable locations for them.
2.12	All vehicles used in connection with the works, including suppliers or sub - contractors, are the Contractor's sole responsibility. Vehicle movements must avoid school pick up and drop off times <b>(there is a Primary School in Oak Tree Road)</b> .
2.13	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 to the Employer.

Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
<b>2.00</b>	<b><u>GENERAL</u></b>
2.14	<p>Waste and rubbish must not be allowed to accumulate and must be disposed of as it arises:-</p> <ul style="list-style-type: none"> <li>- Stripped tiles are to be lowered to the ground (and then to an agreed collection point) and not stacked on the scaffold.</li> <li>- Stripped off felt and batten is to be lowered to the ground and collected and disposed of daily (by van/truck).</li> <li>- Salvaged tiles are to be collected from the collection point on (maximum) a weekly basis.</li> </ul> <p>At the end of each day, any affected dwellings (and gardens of) must be clean and tidy, free of obstructions and trip hazards.</p>
2.15	<p>The Contractor must provide a full time working supervisor to oversee the works for the duration of the contract. The supervisor must be on hand and contactable all the while works are in progress.</p> <p>The supervisor is responsible for ensuring that the works are executed efficiently, in a well-planned manner, and for keeping residents and neighbours informed of all relevant information and developments.</p> <p>The supervisor must have a mobile telephone that utilises a network with good signal coverage at the site.</p>
2.16	<p>The Contractor must provide a 24-hour operational, landline telephone number to receive emergency calls, and ensure that all relevant parties are acquainted with it. In the event of any emergency occurring, attendance must be made within 2 hours (night or day, 365 days a year).</p> <p>A diversion to an attended and monitored contact point is permissible outside of normal working hours.</p>
2.17	<p>The management of all suppliers, contractors, and Statutory Authorities is the Contractor's sole responsibility. The codes of conduct required herein apply to all involved in the project.</p>
2.18	<p>The Contractor must start work within 15 working days of receipt of the written request for a start date, unless a later start date is agreed.</p>
2.19	<p>The Contractor must produce a Construction Phase Plan (with site specific RAMS) for the intended works and submit these with the programme (see clause 2.03).</p>
2.20	<p>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.</p> <p>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 Employer). The Contractor will be required to provide the supporting documentation.</p>

Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
2.00	<b><u>GENERAL</u></b>
2.21	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.
2.22	The Employer reserves the right to use any scaffolding erected under this contract to carry out other external works and the right to use other Contractors appointed by the Employer (if necessary) for this purpose.
2.23	The Contractor must allow for cleaning retained UPVC fascia boards, soffit boards, bargeboards, gutters and downpipes with an approved restorative on completion of the main works.
2.24	Where gas flues protrude through roofs and need to be worked around, the contractor must allow for complying with the Employers policy for working around live flues. The policy can be found at appendix 1.



**ASHFORD**  
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# **Roof Refurbishment**

## **Section 3**

### **Scaffolding**

Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
<b>3.00</b>	<b><u>SCAFFOLDING</u></b>
3.01	<p>All scaffolding (and work in installation and maintenance thereof) shall comply with:</p> <ul style="list-style-type: none"> <li>• The Workplace (Health Safety and Welfare) Regulations 1992.</li> <li>• NCAS Guidance TG20:13</li> <li>• Working at Height Regulations 2005.</li> </ul>
3.02	<p>The contractor shall erect, to all properties, a 5 board wide, independent, tied scaffolding to access the main work areas <b>and</b> a chimney scaffold if required to access the chimneystacks. 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).</p>
3.03	<p>The scaffold must provide protection of the public from the ongoing works. This includes:</p> <ul style="list-style-type: none"> <li>• Toe boards, brick guards and /or mesh screening.</li> <li>• Guarding against falling objects/debris (such as underslung netting).</li> <li>• Fans above doorways or other thoroughfares.</li> <li>• Foam bumpers to all standards where they are adjacent the sides of footpaths and at the entrances to doorways.</li> </ul>
3.04	<p>Scaffolds must be struck and cleared, within five working days after sign-off.</p>
3.05	<p>The scaffolding must allow clear, safe access for residents. External doors, pathways and access to outbuildings (including garages) must not be blocked or restricted.</p>
3.06	<p>The scaffold must be set out such that at least one opening casement (minimum 0.35m<sup>2</sup> free area) of each flat can be fully opened, for escape purposes. Generally ensure that fanlights and window casements can be at least be partially opened for ventilation.</p>
3.07	<p>The contractor 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. This includes beaming over and or partial dismantling of the structures and reinstatement on completion.</p>
3.08	<p>The contractor must not tamper with or alter the scaffolding in any way (including the taking up and repositioning of scaffolding boards or removing access gates).</p>
3.09	<p>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.</p>
3.10	<p>Gated access points are required.</p>
3.11	<p>The scaffold must be made inaccessible at the end of each shift, by removing the ladders or boarding them over.</p>
3.12	<p>The Employer reserves the right to allow the use of the scaffolding by other Contractors appointed by them.</p>



**ASHFORD**  
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# **Roof Refurbishment**

## **Section 4**

## **Asbestos**



Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
<b>4.00</b>	<b><u>REMOVAL AND DISPOSAL OF ASBESTOS MATERIAL</u></b>
4.01	For pricing purposes, the Contractor shall assume that NO asbestos containing materials (ACM) are included in the scope of these works. The following is for guidance only and any increased costs for compliance will be negotiated if applicable.
4.02	Any Asbestos removal is to be undertaken strictly in accordance with 'The Control Of Asbestos Regulations 2012.
4.03	Asbestos surveys are being carried out at a number of representative (archetypal) properties and the results will be provided to the successful contractor. In line with other surveys undertaken locally, it is reasonable to assume that NO ACM's will be identified.
4.04	Any ACMs identified through the surveys (clause 4.03) or any uncovered that have NOT been notified are not to be touched, removed, worked on, or disturbed until an approved method statement has been agreed and in place.
4.05	The contractor should be alert to the fact that unidentified ACM may be uncovered during the works. Should this be the case, work is to cease until the Employer has investigated and issued further instructions.
4.06	For non-licensed work (i.e. Chrysotile Asbestos Cement), and provided it is considered that the exposure time constraints will be met, the contractor 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 removal contractor.
4.07	For notifiable, licenced work (e.g. Asbestos Insulation Board), the Employer will arrange and pay for the removal work to be undertaken.
4.08	The contractor and Employer will negotiate all and any incidental additional costs involved with removal, including any costs associated with adapting or upgrading the scaffolding.
4.09	Asbestos waste products (where not subject to clause 4.07) are to be transported for disposal in accordance with the regulations. Waste materials must only be transported (and disposed of) by a licensed waste carrier, and the consignment notice passed to the Employer.



**ASHFORD**  
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# **Roof Refurbishment**

## **Section 5**

### **Brickwork Repairs**

Item	<b>ROOF REFURBISHMENT AND ASSOCIATED WORKS</b>
<b>5.00</b>	<b><u>BRICKWORK AND RENDERING</u></b>
5.01	<u>General</u>
	Allow to repair <b>all</b> chimneystacks. Chimneystacks must be repaired, prior to work on the main roof.
5.02	<u>Live Flues</u>
	Where flue terminals need to be disturbed the contractor must allow in their pricing for compliance with the Employers policy for working around live flues. The policy can be found at appendix 1.
5.03	<u>Flaunching/Pots/Terminals on Chimney Stacks</u>
	Carefully hack off the flaunching to chimneystacks, remove pots/vents and set aside sound units for re-use.
	Upon completion of any other repairs required, re-bed all salvaged fittings in 1:3 cement/ sand mortar, and flaunch to a neat, uniform, and symmetrical finish. Flaunching to be Max 100mm thick at the highest point, diminishing down to the perimeters.
5.04	<u>Brickwork Stitching to Chimney Stacks</u>
	Remove all cracked, loose, spalled brickwork and creasing tiles to chimney stacks, and build-in renew/reinstate to original lines with matching materials.
5.05	<u>Re-Pointing Chimney Stacks</u>
	Using an angle grinder with an effective dust extraction unit, rake out all joints to a depth of 30mm. Wet lightly and re-point brickwork in 1:4 sand/cement mortar in a weather-struck pointed finish.



**ASHFORD**  
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# **Roof Refurbishment**

## **Section 6**

### **Pitched Roofing**

Item	<b>ROOF REFURBISHMENT AND ASSOCIATED WORKS</b>
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6.00	<b><u>PITCHED ROOFING</u></b>
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6.01	<u>Scope of the Works</u>
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The Principal Contractor must be a registered member of the NFRC and provide a 10-year NFRC guarantee for the works. See also clause 6.13.3.

Strip existing and renew all pitched roof coverings including – tiles, ridge tiles, hip tiles, valley tiles, felt, battens, ancillary accessories and lead work etc.

Provide roof space ventilation which complies with Approved Document F2 of The Building Regulations 2010 (as amended) and BS 5250: 2011 Code of Practice For Control of Condensation in Dwellings using a combination of over fascia ventilators, eaves skirts, rafter trays, ventilated dry ridge tiles and breathable underfelt.

Renew all lead work (flashings, soakers, saddles, lead slates, back gutters, cover aprons, valleys etc.) all in accordance with the recommendations of the Lead Sheet Association.

Clean and restore retained UPVC fascia, soffit, bargeboards, and rainwater goods.

6.02	<u>Stripping Out and Preparation</u>
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Stripping out and taking down is to be carried out carefully and in a manner which does not cause damage to the structure. The Contractor shall, at his their expense, remedy and make good any damage caused to match existing. The Contractor must, advise the Employer in writing of any existing damage for which they wish to disclaim liability before work starts.

Lay dust / protective sheeting to the full extent of the loft space and carefully remove and cart away all tiles, ridge tiles, hip tiles, valley tiles, battens, underlay and lead work.

Once exposed, de-nail all roof timbers, brush off all debris and cobwebs, and prepare ready to receive new roofing felt. Remove dust / protective sheeting together with any captured dust, debris and rubbish.

Once each roof is exposed, and before re-felting commences, the Contractor shall call-in the Employer to inspect the roof if they have any concerns over the soundness of the roof structure. This could include (but may not be limited to) removed/omitted members, under design, poor detailing, rot etc.

The Contractor shall provide the Employer with all facilities, plant, and assistance deemed reasonably necessary to undertake the inspection and carry out any repairs directed by the Employer (measured and valued separately).

Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
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6.00	<b><u>PITCHED ROOFING</u></b>
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6.03	<u>Roof Space Ventilation</u> (Cold Roof)
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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.

Over fascia ventilation must be provided using 10mm 'over fascia ventilators' and PVC-U support trays fitted in a continuous run to the top of all fascia's such as to provide a continuous ventilation opening area of 10,000mm<sup>2</sup> at each eaves line.

PVC-U underlay support trays must be fitted in a continuous run to the top of all fascias.

Install ventilated dry ridge system' to all ridges and ensure that a ventilation area equivalent to 5000mm<sup>2</sup>/m is provided. Colour to match that of the main roof tiles. Fit ridge block end at gables.

6.04	<u>Underfelt Support Tray</u>
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Supply and fix PVC-U Underlay Support Tray as under felt support at eaves. Support tray is intended to ensure that felt does not sag at any point and avoid ponding.

6.05	<u>Underlay</u>
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Supply and fix breathable 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 support tray before fixing and terminate approximately 5mm short of the ridge board.

Lay felt horizontally (parallel to eaves), maintaining consistent tautness, but in accordance with the manufacturer's recommendations. Vertical laps to be not less than 100mm wide and to coincide with rafters/supports. Horizontal laps to be 150mm minimum. Ensure that laps occur below battens. 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. The felt is to stop short of the ridge board by 5-10mm to allow for the dry-ridge ventilation strip.

Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
6.00	<b><u>PITCHED ROOFING</u></b>
6.06	<p data-bbox="284 253 391 295"><u>Battens</u></p> <p data-bbox="284 329 1445 371">Supply and fix new sawn, 50x25mm tanalised, softwood battens to all roof slopes.</p> <p data-bbox="284 405 1458 548">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.</p> <p data-bbox="284 582 1469 770">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 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.</p> <p data-bbox="284 804 1458 880">Supply and fix additional batten for the under eaves course and position so that tile tails project into centre of gutter (45-55mm measured horizontally from the fascia).</p> <p data-bbox="284 913 1458 1023">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.</p>
6.07	<p data-bbox="284 1059 628 1102"><u>Mortar Bedding/Pointing</u></p> <p data-bbox="284 1135 1453 1319">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. Water shall not contain soluble or suspended matter in quantities that have an adverse effect on the performance of the hardened mortar.</p> <p data-bbox="284 1352 1522 1429">Mortar for bedding shall consist of a mixture of cement and sand in the ratio of 1:3 part cement to 2 parts of sand by volume.</p> <p data-bbox="284 1462 1586 1579">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 tiles neatly as work proceeds and remove any residue immediately.</p>
6.08	<p data-bbox="284 1608 655 1650"><u>Lead work and Flashings</u></p> <p data-bbox="284 1684 1461 1827">Renew all lead work and provide additional lead work where current good practice and the Lead sheet Association recommends including, although not exclusively: flashings, soakers, cover aprons, back gutters, SVP slates, etc. All strictly in accordance with the recommendations of the Lead Sheet Association.</p> <p data-bbox="284 1861 1445 2047">Flashings and soakers are to be formed in Code 4 lead and back gutters in Code 5 lead. Chase all flashings 25mm into brickwork joints and secure using sufficient lead wedges to anchor them tightly and securely. Treat new lead work with patination oil, and point joints to brickwork in 1:3 cement/ sand mortar to a weather struck finish.</p>

Item	<b>ROOF REFURBISHMENT AND ASSOCIATED WORKS</b>
<b>6.00</b>	<b><u>PITCHED ROOFING</u></b>
6.09	<u>Roof Tiling</u>
6.09.1	<u>Scope</u>  Recover tiled roof slopes 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.
6.09.2	<u>Tile Manufacturer's Guarantee</u>  The roof tiles (interlocking flat concrete or clay tiles) are to match the existing in size, style and colour. The tiles / supplier must:- <ul style="list-style-type: none"> <li>- Guarantee supply continuity for the whole of the contract.</li> <li>- Provide a site-specific fixing specification (see below).</li> <li>- Comply with BS EN 1304 and BS EN ISO 9001 and BS 5534.</li> <li>- Comply with ISO 14001 (where appropriate).</li> </ul> <p>The contractor must undertake the works strictly in accordance with the tile manufacturer's specification and ensure that the works comply with their requirements in all respects and, on completion of the works, provide the Employer with the tile manufacturer's guarantee of compliance with the latest British Standards, good practice, and that the roof will remain weather tight for at least 15 years.</p> <p><b>Should this specification be at odds with the manufacturer's specification in any way, the manufacturer's specification will always take precedence.</b></p>
6.09.3	<u>Basic Workmanship</u>  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. <p>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.</p>
6.09.4	<u>Generally</u>  Use the manufacturers' recommended fittings and all other accessories specified - do not improvise without approval. All fittings and accessories to be supplied by the tile manufacturer and to match tile colour and finish. Only cut tiles where necessary, using the appropriate tool to give clean, straight edges. Securely fix edge tiles and fittings to neat, true lines.



Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
<b>6.00</b>	<b><u>PITCHED ROOFING</u></b>
6.09.5	<p data-bbox="284 246 427 284"><u>Tile Fixing</u></p> <p data-bbox="284 322 1426 465">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 330-345mm, minimum head lap 75mm.</p> <p data-bbox="284 504 1426 616">Twice nail, ALL tiles using two 38mm x 3.35mm aluminium ring shank clout head nails per tile. Use top course clips at top edges and verges. Aluminium nails must conform to BS. 1202: Part 3.</p>
6.09.6	<p data-bbox="284 654 373 692"><u>Eaves</u></p> <p data-bbox="284 730 1461 911">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.</p>
6.09.7	<p data-bbox="284 949 1102 987"><u>Mortar Bedded Verge with Bedded Plain Tile Undercloak</u></p> <p data-bbox="284 1025 1445 1205">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.</p> <p data-bbox="284 1243 1592 1420">Verge overhangs shall match existing but must be within the range 38 - 50mm. Where adapt, bring up, or reduce gable walls to line through with rafters. Level out irregularities and bring the height up to the top of the adjacent rafter by laying tiles onto a bed of mortar. Carry underlay 50mm onto outer leaf of gable wall and bed in mortar.</p>
6.09.8	<p data-bbox="284 1458 552 1496"><u>Side Abutments</u></p> <p data-bbox="284 1534 1437 1646">Renew all side abutment flashings. Turn underlay at least 50mm up abutment. Bring tiling up close to chimneystack, cutting if necessary, and lay 'tile and a half' tiles in alternate courses to provide broken bond.</p> <p data-bbox="284 1684 1474 1827">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.</p> <p data-bbox="284 1865 1453 2047">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.</p>

Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
6.00	<b><u>PITCHED ROOFING</u></b>
6.09.9	<u>Top Edge Abutments</u>  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 piggybacked 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.
6.09.10	<u>Lead Back Gutter</u>  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.
6.09.11	<u>Ventilated Dry Ridge</u>  Form ridges using Dry Ridge system with ridge tile profiles matching that of The existing with block at gable ends. All to be installed in accordance with the manufacturer's instructions.  Lay the underlay to finish 5 to 10mm from the ridge apex. Set the position of the top course 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.
6.09.12	<u>Flues</u>  Where live flues protrude through the roof, the contractor must allow for compliance with the Employers policy for working around live flues (appendix 1).
6.09.13	<u>Existing Fascia, Soffit, Bargeboards and Rainwater Goods</u>  Allow for cleaning down all roofline goods with a non-abrasive restorative cleaner Approved by the Employer. Allow to wash down all roofline goods with sterilised (not tap) water for a streak free finish.  Allow to repair guttering and rainwater pipes including:- <ul style="list-style-type: none"> <li>- Cleaning out as necessary.</li> <li>- Replacing broken / defective support brackets and gaskets.</li> <li>- Realigning as necessary and;</li> <li>- Water testing on completion.</li> </ul>



**ASHFORD**  
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**Roof Refurbishment**  
**Section 7**  
**Flat Roofing**

Item	<b>ROOF REFURBISHMENT AND ASSOCIATED WORKS</b>
<b>7.00</b>	<b><u>FLAT ROOFING WORKS</u></b>
7.01	<p><u>Scope of the Works</u></p> <p>The work comprises the overlay/replacement of the existing flat roof surface over the entrance porches/outhouses (adjoining the buildings). The preference is to:-</p> <ul style="list-style-type: none"> <li>- Carry out remedial works and preparation of the existing roof covering.</li> <li>- Raise height of edge detail (install new perimeter check kerbs).</li> <li>- Supply and fit rigid board insulation slabs to achieve U-value of 0.18.</li> <li>- Install roofing system finish to meet BS 6229.</li> </ul> <p>However, where the positioning of extractor fan outlets will not allow raising of the roof level:-</p> <ul style="list-style-type: none"> <li>- Strip off the existing roof covering and decking.</li> <li>- Lay insulation quilt (Rockwool or similar) between the ceiling joists.</li> <li>- Supply and fit counter battens and Furring timbers to allow 50mm gap over ins</li> <li>- Supply and fit new 22mm Ply deck boards.</li> <li>- Install roofing system finish to meet BS 6229.</li> </ul>
7.02	<p><u>Basic Requirements</u></p> <p>The system designer/supplier must provide:-</p> <ul style="list-style-type: none"> <li>- A bespoke work specification (s) to meet the project requirements.</li> <li>- On-site supervision / progress checking for quality assurance.</li> <li>- A 20-year insurance backed guarantee covering both workmanship and materials (see clause 7.05).</li> <li>- A system that is EMAS/ISO 14001 certified.</li> <li>- An independent BBA certification.</li> </ul>
7.03	<p><u>Performance Criteria</u></p> <p>The proposed system and workmanship must comply with:-</p> <ul style="list-style-type: none"> <li>- The system designer/suppliers bespoke specification (see clause 7.02).</li> <li>- BS 6229 (Flat Roofs with Continuously Supported Coverings).</li> <li>- BS 8217 (Reinforced Bitumen Membranes for Roofing).</li> <li>- BS 8000 (Workmanship on Building Sites Part 4: Waterproofing).</li> <li>- BS EN 13707 (Flexible Sheets for Waterproofing).</li> <li>- NFRC recommendations.</li> <li>- Building Regulations part B &amp; L.</li> </ul>
7.04	<p><u>Existing Structure</u></p> <p>No core-samples have been taken. For the purpose of pricing the Contractor should assume that the roof structure is a <u>fragile</u> roof structure comprising:-</p> <ul style="list-style-type: none"> <li>- Existing membrane on;</li> <li>- Wood-wool (or similar) slabs on;</li> <li>- Timber joists with an insulated plasterboard ceiling below.</li> </ul>

Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
	<b><u>FLAT ROOFING WORKS</u></b>
7.05	<p data-bbox="255 241 517 273"><u>Quality Assurance</u></p> <p data-bbox="269 313 1493 456">In accordance with (and to achieve) the requirements of clause 7.02 and 7.03, all work and materials installed is/are to be strictly in accordance with the material supplier's specification, recommendations and their terms and conditions to achieve a insurance backed guarantee for workmanship and materials.</p> <p data-bbox="269 497 1493 600">The material supplier shall carry out regular quality assurance progress checks during works and upon completion, carry out a final inspection with the Contractor to ensure compliance and agree any necessary remedial works.</p> <p data-bbox="269 640 1493 748">Following 'sign-off', the Contractor must complete and submit a guarantee application as soon, as is practical (but no later than seven days) afterwards. Once obtained the Contractor will provide the guarantee to the Employer.</p>
7.06	<p data-bbox="255 824 453 855"><u>Preparation</u></p> <p data-bbox="269 896 1493 1039">Allow for the remediation of the existing roof surface in accordance with the system designers/material suppliers specification. Works may include (but not be limited to) cutting out any blistered or other defective areas, carrying out patch repairs, priming the existing surface, etc.</p> <p data-bbox="269 1079 312 1111">Or;</p> <p data-bbox="269 1151 991 1182">Strip off existing roof covering and decking boards.</p> <p data-bbox="269 1223 469 1254">In either case,</p> <p data-bbox="269 1294 1493 1370">Take down, set aside and refit (on completion) any existing rainwater goods that need disturbed to enable the works.</p>
7.07	<p data-bbox="255 1415 437 1447"><u>Edge Detail</u></p> <p data-bbox="269 1487 1493 1662">Where appropriate, remove existing edge trim detail and build up edge perimeter detail by approximately 150mm, using 2 No 100x50mm treated SW timbers plus a profiled angled check fillet. The check fillet should give an upstand of approx. 40mm above the finished level of the roof surface. Allow for stopping off and forming drip details into gutters.</p>
7.08	<p data-bbox="255 1706 494 1738"><u>New Roof Deck</u></p> <p data-bbox="269 1778 1493 1841">Where appropriate, supply and lay mineral wall insulation quilt between ceiling joists to a thickness that is 50mm below the underside of the new decking boards.</p> <p data-bbox="269 1881 1493 1942">Counterbatten and fit Furring timbers to allow cross flow ventilation and create gradient of Approx. 1:80 and fit new 22mm ply decking boards.</p>

Item	ROOF REFURBISHMENT AND ASSOCIATED WORKS
	<b><u>FLAT ROOFING WORKS</u></b>
7.09	<p data-bbox="269 250 475 277"><u>Roof Covering</u></p> <p data-bbox="269 331 1490 542">Install the roof system to the system designers/material supplier's specification to achieve the 20-year insurance backed guarantee. Works may include (but may not be limited to) vapour control layer, tapered insulation boards (where the roof deck has NOT been replaced), underlay and cap-sheet, imbedded fire retardant / flame resistant components or layers to meet the Building Regulations in respect of spread of flame.</p> <p data-bbox="269 595 1426 658">Allow for weathering in around other penetrations through the roof not specifically specified, i.e. retained soil and vent pipes, etc.</p> <p data-bbox="269 712 1490 810">Supply and fit new white UPVC fascia boarding to suit the increased depth of the roof covering and close-in the outer face of new perimeter upstand (see clause 7.07) as required.</p> <p data-bbox="269 864 1490 927">Supply and fit new edge detail / cover trim to the system designer / material supplier's specification to make good to fascia detail.</p> <p data-bbox="269 981 1449 1037">Construct upstands to wall abutments and lead cover flashings to meet the general requirements of clause 6.09.09.</p>



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**Roof Refurbishment**  
**Section 8**  
**Dayworks**

Item

ROOF REFURBISHMENT AND ASSOCIATED WORKS

8.00

DAYWORKS

The prime cost of Daywork shall be as defined under the “Definition of prime cost of Daywork carried out under a Building Contract” as published by the Royal Institute of Chartered Surveyors and the Building Employers Confederation dated 1<sup>st</sup> December 1975 and the section references below are to the above definition.

**Labour**

Craftsman:                    £                    /hr (insert hourly rate)

Labourer:                    £                    /hr (insert hourly rate)

**Material**

Percentage on-cost to be added to the net cost of materials and goods as defined in Section 4 to cover incidental costs, overheads and profit as defined in Section 6.

%

**Plant**

Percentage on-cost to be added to the net cost of the use of plant as defined in Section 5 to cover incidental costs, overheads and profit as defined in Section 6.

%





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**Roof Refurbishment**  
**Section 9**  
**Preliminary Costs**

## ROOF REFURBISHMENT AND ASSOCIATED WORKS

### PRELIMINARY COSTS

Provide a full breakdown of preliminary and general (section 2) costs in the table below and carry the totals (A & B) forward to the collection sheet.

<b>FIXED COSTS</b>	<b>£ . 00</b>	
<b>TOTAL TO COLLECTION</b>		<b>A</b>

<b>TIME RELATED COSTS</b>	<b>£ . 00</b>	
<b>Total Cost Per Week</b>		
<b>Contract Duration</b>	<b>X 10 Weeks</b>	
<b>TOTAL TO COLLECTION</b>		<b>B</b>



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**Roof Refurbishment**  
**Section 14**  
**Schedule of Dwellings**

ADDRESS	SECTION	DESCRIPTION	£	p	£	p
2/4 Arlington	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
	Section 7	Flat Roofing				
Sub Total = £						
10/12 Arlington	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
	Section 7	Flat Roofing				
Sub Total = £						
26/28 Arlington	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
	Section 7	Flat Roofing				
Sub Total = £						
34/36 Arlington	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
	Section 7	Flat Roofing				
Sub Total = £						
Total Carried Forward to Collection Sheet = £						

ADDRESS	SECTION	DESCRIPTION	£	p	£	p
48/50 Arlington	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
Sub Total = £						
52/54 Arlington	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
Sub Total = £						
56/58 Arlington	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
Sub Total = £						
23/25 Harper Road	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
Sub Total = £						
Total Carried Forward to Collection Sheet = £						

ADDRESS	SECTION	DESCRIPTION	£	p	£	p
2/4 Oak Tree Road	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
	Section 7	Flat Roofing				
Sub Total = £						
6/8 Oak Tree Road	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
	Section 7	Flat Roofing				
Sub Total = £						
10/12 Oak Tree Road	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
	Section 7	Flat Roofing				
Sub Total = £						
14/16 Oak Tree Road	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
	Section 7	Flat Roofing				
Sub Total = £						
Total Carried Forward to Collection Sheet = £						

ADDRESS	SECTION	DESCRIPTION	£	p	£	p
18/20 Oak tree Road	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
	Section 7	Flat Roofing				
Sub Total = £						
22/24 Oak Tree Road	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
	Section 7	Flat Roofing				
Sub Total = £						
26/40 Oak Tree Road	Section 3	Scaffolding				
	Section 3	Chimney Scaffold				
	Section 5	Brickwork				
	Section 6	Pitched Roofing				
Sub Total = £						
Total Carried Forward to Collection Sheet = £						



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# **Roof Refurbishment Collection Sheet**



## ROOF REFURBISHMENT AND ASSOCIATED WORKS

	£	p
Preliminary Cost (A) (Page 56)		
Preliminary Cost (B) (Page 56)		
Page 58		
Page 59		
Page 60		
Page 61		
<b>Total Carried Forward to Form of Tender £</b>		



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# **Appendix 1**

## **Policy for Working around Live Flues**

# Policy for Works affecting an appliance flue.

David Green, Housing Asset Manager, Ashford Borough Council.

17<sup>th</sup> January 2019



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1. This new policy is to be observed with immediate effect on all contracts.
2. The purpose of this policy is to;
  - a) Protect operatives from the effects of Products of Combustion (POC) whilst works are in progress in the vicinity of appliance flues.
  - b) Protect residents and property from any harm caused by accidental damage, disturbance or obstruction to the appliance flue or temporary openings allowing POC into the property.
3. Prior to any works commencing, a risk assessment needs to be undertaken of the potential for POC to affect anyone employed on the works or occupying the property. This can be by direct exposure to fumes or the accumulation of fumes in an enclosed or semi enclosed space, for example a sheeted scaffold. If the risk assessment identifies an actionable potential for harm then the appliance will need to be isolated whilst works are in progress.
4. Isolating an appliance is going to be an inconvenience to the occupier. The likelihood of accidental damage/disturbance/obstruction and the potential for harm needs to be judiciously assessed and not over estimated. For example, the erection and dismantling of access scaffold to an elevation that includes a flue may not necessarily in itself give sufficient cause for concern due to the short duration of this element of the works and more appropriate safety measures can be applied.
5. If a risk assessment identifies an actionable potential for harm and or in any event where an appliance flue will be handled, refixed or otherwise worked upon then the appliance must be isolated whilst works are in progress.
6. The procedure for Isolating an appliance will include the following;
  - a) Notifying the occupier with sufficient warning such that they can make plans to accommodate the inconvenience. They must be told when the appliance will be isolated and when it will be reconnected.
  - b) Notifying the Councils' Heating service and maintenance contractor prior to isolation so they can make a note on their records and plan to check on their next visit.
  - c) Isolate the appliance gas/oil supply by capping off after the appliance service valve where possible to avoid the need to perform a tightness test on the gas installation.
  - d) If there are no other gas appliances then the gas may be isolated at the meter by inserting a disc if this is easier.
  - e) Isolate the power supply to the boiler.
  - f) Place a warning notice on the boiler that identifies the Gas Safe contractor undertaking the isolation work.
  - g) Provide temporary plug in 240V electric heaters as required.
7. Once relevant works have been completed the appliance can be reconnected and commissioned once the flue etc. has been thoroughly inspected. If defects are found with the flue caused by the works then the Gas Safe contractor can repair or replace the flue.
8. The Gas Safe contractor must provide as a minimum a CP4 certificate for the Safety Check on the appliance. If additional tests are required (e.g. gas tightness) then the appropriate certification must be provided.

# **Policy for Works affecting an appliance flue.**

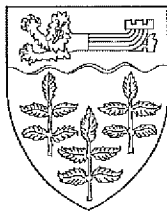
**David Green, Housing Asset Manager, Ashford Borough Council.**

**17<sup>th</sup> January 2019**



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9. All works must be undertaken in accordance with current gas regulations and performed by a registered Gas Safe contractor. If the appliance is oil fired, then an OFTEC engineer must undertake the works.
10. The process of isolating the appliance must cause as little inconvenience to the occupier as possible and only affect appliances that need to be isolated wherever possible.
11. If during the process of isolation/reconnection pre-existing defects with the appliance or system are discovered/identified then the client/landlord must be informed immediately. Only the client/landlords heating contractor must effect any repairs to the appliance or system.
12. Pre planning for the isolation of appliances to mitigate inconvenience to tenants is expected. Where possible make provision for alternative heating or hot water, e.g. ensure immersion heaters are fully functional or supply and fit immersion heater to cylinder if none existing where possible.
13. For contracts tendered before the date of issue of this policy and in so far as this procedure imposes additional works or expense on the principle contractor, compliance with this policy will be treated as a variation to the contract and valued accordingly. The principle contractor is not expected to meet the costs of additional provisions at its own expense. However, for the avoidance of any doubt, the principle contractor has always been responsible and liable for any damage to the client's property whilst undertaking the works and for the health and safety of all persons affected by the works. This policy simply removes some of the discretion for contractors to manage the health and safety risks concerned with appliance flues by imposing specific preventive actions. The principle contractor is still responsible for all health and safety matters on site.



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## **Pre-Construction Information**



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## Pre-Construction Information

### Construction (Design and Management) Regulations 2015

<b>1.0</b>	<b>PROJECT DIRECTORY</b>
<b>1.1</b>	<b>Client:</b> Ashford Borough Council, represented by Sharon Williams (Head of Housing), Civic Centre, Tannery Lane, Ashford, TN23 1PL.
<b>1.2</b>	<b>Principal Designer :</b> Ashford Borough Council represented by Simon Lees (Building Surveyor, Planned Maintenance)
<b>1.3</b>	<b>Principal Contractor (where appropriate):</b> TBC
<b>2.0</b>	<b>TITLE OF PROJECT:</b> Replacement of pitched and flat roof coverings and cleaning/restoration of UPVC rain and roofline goods.
<b>3.0</b>	<b>Contract No. : ROOF/19/4</b>
<b>4.0</b>	<b>SCOPE OF WORKS:</b> Replacement of pitched and flat roof coverings and cleaning/restoration of UPVC rain and roofline goods.
<b>5.0</b>	<b>LOCATION:</b> <b>South Ashford:</b> <b>Arlington:</b> Block 2-4, 10-12, 26-28, 34-36, 48-50, 52-54 and 56-58. <b>Oak Tree Road:</b> Block 2-4, 6-8, 10-12, 14-16, 18-20, 22-24 and 26-40. <b>Harper Road:</b> Block 23-25.
<b>6.0</b>	<b>Key Dates</b>
<b>6.1</b>	<b>Planned Construction Phase start :</b> 14/10/19
<b>6.2</b>	<b>Planned Construction Phase Finish:</b> 20/12/19
<b>6.3</b>	<b>Duration of Works:</b> 10 weeks
<b>6.4</b>	<b>Defects Liability Period:</b> 12 months.
<b>7.0</b>	<b>Project Notification:</b>  <b>Has this project been notified to the HSE - No</b>
<b>8.0</b>	<b>EXISTING ENVIRONMENT (existing services, surrounding land use, ground conditions, etc.):</b>
<b>8.1</b>	Densely populated residential area.
<b>8.2</b>	Houses have access paths to front, side and rear.
<b>8.3</b>	There will be high levels of foot and vehicular traffic.
<b>8.4</b>	Properties will be occupied during the course of the works.
<b>8.5</b>	Parking, deliveries, and waste collections (waste should be removed by van as it arises).
<b>8.6</b>	Storage of goods can be in gardens (at Contractors risk) but in an agreed area.
<b>8.7</b>	Neighbouring properties need protection from the works.
<b>8.8</b>	There is a Primary School in Oak Tree Road, thus vehicle and plant movements must avoid pick up and drop off times.

## Pre-Construction Information Continued

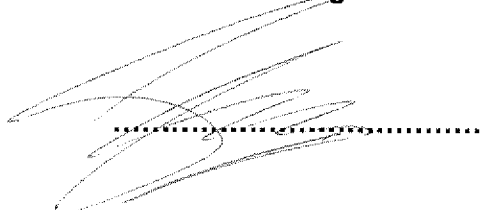
<b>9.0</b>	<b>IDENTIFIED HAZARDS OF DESIGN AND CONSTRUCTION (<i>information on the significant risks which cannot be avoided</i>):</b>
<b>9.1</b>	Awareness of the public and workforce in and around the work area. Effective segregation/access prevention. Keep gardens clear of trip hazards etc. and maintain clean safe access to homes for residents (remove waste from the work area as it arises).
<b>9.2</b>	Working at height – scaffolding is required.
<b>9.3</b>	Power tools - (must be 110v - centre tapped). Avoid trailing cables and use rechargeable tools wherever possible.
<b>9.4</b>	Slips and trips. Place all unfixed goods safely and sensibly. Clear all rubbish removed materials as it arises. Keep work area clear at all reasonable times. Lower removed tiles to ground level immediately, as work proceeds, and do NOT store on scaffold platforms.
<b>9.5</b>	Cutting of tiles by grinder will give rise to significant amounts of dust. Provide dampening /suppression and appropriate PPE/RPE (FP3 masks).
<b>9.6</b>	Observe COSHH information for all hazardous materials, including those not specifically listed, and take all necessary precautions recommended.
<b>9.7</b>	Design scaffolding specifically to span over obstructions such as conservatories – adjoining outhouse roofs. Provide edge protection fall arrest for work on the flat roofs of porches/outbuildings undergoing repairs.
<b>9.8</b>	Scaffolds must not obstruct access doors and or the operation of gas flues.
<b>9.9</b>	Shroud overhead services before work proceeds.
<b>9.10</b>	Daily hot works permits to opened and closed daily (when appropriate) for flat roofing works. Contractors to be members of "Safe-Torch" organisation.
<b>9.11</b>	The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation is applicable to these works and must be complied with.
<b>9.12</b>	The contractor must ensure that all operatives are aware of any known ACM's in the work area. Details of which will be contained in the R & D Surveys provided. Should any suspected ACMs (not previously noted) be found, they must be immediately reported to the employer. The Employer will make an assessment and order testing if appropriate.
<b>9.13</b>	Where gas flues emerge in the work area, these must be isolated by Gas Safe Registered Contractors for the duration of the works around them. The contractor must only use Gas Safe Registered Contractors to shut off and subsequently reinstate/recommission gas services and flues.
<b>10.0</b>	<b>RECORD INFORMATION:</b>
<b>10.1</b>	Liaison with all residents affected to secure goodwill and cooperation for the duration of the works.
<b>10.2</b>	Hot works permits to be retained for inspection on site for the flat roofing works.
<b>10.3</b>	Correct supervision of and liaison with building trades.
<b>10.4</b>	Correct use of appropriate PPE/RPE, e.g. hard hats, safety boots and high-viz vests (at all times); eye protection, masks and gloves and respirators for all cutting/grinding tasks.
<b>10.5</b>	Any works undertaken by Gas Safe / OFTEC registered heating engineers for work on flues.
<b>10.6</b>	Record condition of plant and equipment. Scaffold is to be checked every working week or after averse weather to check continuing fitness for purpose.

Name (in BLOCK CAPITALS)

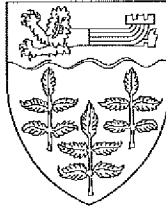
Signed on behalf of  
Ashford Borough Council

Date

Principal Designer: SIMON LEES



28.06.19



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# **Contractors Performance Appraisal**



# CONTRACTORS PERFORMANCE APPRAISAL

Surveyor's  
Initials

Contract Description and Location:

Contract Number:

Contractor:

## A CONTRACT PREPARATION (Scale 0 – 5)

1. Information to allow preparation of Contract

## B SIGNING OF CONTRACT

2. Signing and returning of documents

(Scale 0 – 5)

3. Agreement of start date

(Scale 0 – 6)

4. Submission and agreement of programme

(Scale 0 – 6)

## C PERFORMANCE OF WORK (Scale 0 – 9)

Description

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

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

WEEK NO.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Average

## D VALUATIONS (Scale 0 – 5)

Description

12. Accuracy of claims

13. Prompt submission of invoices

PAYMENT NUMBER

1	2	3	4	5	6	7	8	9	Average

## E FINAL ACCOUNT (Scale 0 – 5)

14. Provision of info. to allow production of F/AC

15. Value of Completed Work

£

16. Production of Health & Safety File (if appropr)

F SUMMARY Q1 Q2 Q3 Q4 Q5 Q6 Q7 Q8

Q9 Q10 Q11 Q12 Q13 Q14 TOTAL

Note: to be completed at  
Practical Completion stage

## Continuation Sheet .....

### C PERFORMANCE OF WORK (Scale 0 – 9)

### Description

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

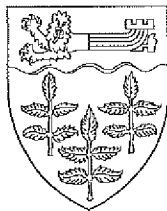
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**WEEK NO.**

[illegible]

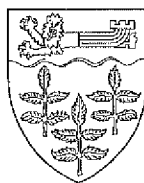
**PAYMENT NUMBER**

[illegible]



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## **Satisfaction Note**



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## **SATISFACTION NOTE**

**TENANT'S NAME:** .....

**ADDRESS:** .....

**TEL. NO.** .....

**CONTRACTOR:** .....

I confirm that the **ROOF REPLACEMENT** has been completed to my satisfaction and my home has been left clean and tidy and in a satisfactory condition. I do not have any outstanding issues which the Contractor needs to resolve.

**(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* .....



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## **Tender Evaluation Criteria**

## **Tender Evaluation Criteria**

The tenders will be evaluated using the following weightings;

Price: 90%

Quality: 10%

### **Price**

90 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 90% of the total score. An example of this procedure is shown in the following example;

<b>Tender</b>	<b>Price £</b>	<b>Calculation</b>	<b>Convert to 90%</b>	<b>Points</b>
1	500	$(425 \div 500) \times 100 = 85$	$(90 \times 85) \div 100$	76.50
2	622	$(425 \div 622) \times 100 = 68.3$	$(90 \times 68.3) \div 100$	61.47
3	425			90.00
4	440	$(425 \div 440) \times 100 = 96.5$	$(90 \times 96.5) \div 100$	86.85
5	625	$(425 \div 625) \times 100 = 68$	$(90 \times 68) \div 100$	61.20

### **Quality**

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 10% of the total score.

1. Please give examples of how your company seeks to reduce the impact its operations has on the environment. Please detail any recycling processes and corporate company policy that you may have adopted to limit the amount of embodied energy in your end product. 2%
2. The work will be carried out in or on occupied properties. Bearing in mind that some tenants may be elderly or vulnerable, please provide information detailing how you would implement and manage a tenant liaison plan including details of who in your company would carry out this function. 2%
3. Disputes are bound to arise from time to time. Different people have different expectations. Some people's expectations could be considered (by others) to be unreasonable. How would you deal with onsite conflict where it might be considered that a resident is being unreasonable or particularly demanding? 2%
4. What long-standing (and preferably on-going) experience does your organisation have of working on occupied dwellings, owned and managed by Registered Social landlords? 2%
5. What supervision and control practices do you employ to aspire to zero defects on projects? 2%

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 10%	Points
1	2	$(2 \div 20) \times 100 = 10$	$(10 \times 10) \div 100$	1
2	3	$(3 \div 20) \times 100 = 15$	$(10 \times 15) \div 100$	1.5
3	6	$(6 \div 20) \times 100 = 30$	$(10 \times 30) \div 100$	3
4	8	$(8 \div 20) \times 100 = 40$	$(10 \times 40) \div 100$	4
5	10			10

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	Winning Bidder
1	76.50	1	77.50	
2	61.47	1.5	62.97	
3	90.00	3	93.00	
4	86.85	4	90.85	
5	61.20	10	71.20	

Score for Assessed Questions	Judgement
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



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## **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 be 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.*