

INDEX TO PREAMBLES

1. NAME OF PARTIES
2. SCOPE OF CONTRACT
3. LOCATION OF WORK
4. DESCRIPTION OF WORK
5. DRAWINGS
6. SITE INSPECTION
7. ACCESS TO SITE
8. LIMITATIONS OF THE SITE
9. CONTRACTOR'S LIABILITY/INSURANCES
10. SPECIFICATION
11. TAX DEDUCTION SCHEME
12. VALUE ADDED TAX
13. ENTRY TO PREMISES
14. AGREED MAXIMUM PRICE
15. GENERAL REQUIREMENTS
16. PAYMENTS TO WORKMEN
17. FAIR WAGES RESOLUTION
18. SETTING OUT
19. TEMPORARY WORKS
20. BUILDING OPERATIONS
21. TRAFFIC AND POLICE REGULATIONS
22. SECURITY PRECAUTIONS
23. PROTECTING THE WORKS
24. PUMPING
25. STORAGE
26. MATERIALS
27. WORKMANSHIP
28. CLEAR AWAY
29. PLANT
30. TEMPORARY BUILDINGS
31. WATER FOR THE WORKS
32. LIGHT AND POWER
33. SERVICES
34. MATERIALS, LABOUR AND PLANT
35. SAMPLES AND STANDARDS OF MATERIALS
36. MANUFACTURER'S RECOMMENDATIONS
37. SUB-CONTRACTING AND SUB-LETTING
38. CONTRACTOR'S RESPONSIBILITIES
39. DEFECTS LIABILITY
40. HEALTH AND SAFETY AT WORK ACT, 1974
41. NOISE CONTROL
42. PROTECTING, DRYING AND CLEANING
43. UNDERGROUND CABLES AND MAINS SERVICE
44. EXISTING SERVICES
45. EUROPEAN COMMUNITY DIRECTIVES
46. P.C. SUMS
47. CONTINGENCIES
48. PROGRAMME OF WORK
49. CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015
50. MATERIALS AND WORKMANSHIP CLAUSES – GENERAL
51. PREAMBLES SUMMARY SHEET

PREAMBLES

01 NAME OF PARTIES (for purposes of CDM Regulations 2015)

Client – The Members of Lancaster City Council

Client's Representative – Housing & Property Services

Principle Designer – Housing & Property Services

Designer – John Christopher, Wienerberger.

Contract administrator – Danny Howard, Housing & Property

Principal Contractor – The Contractor will be required to undertake the role of Principal Contractor as required by the CDM Regulations 2015

02 SCOPE OF CONTRACT

The work covered in this specification consists of the following:
Provide new roof coverings to 86 council housing properties on Ryeland Housing estate Lancaster

03 LOCATION OF WORKS

The site is located at Ryelands Estate Lancaster, please see Appendix A for full address list.

04 DESCRIPTION OF WORK

The work comprises: removal of existing roof coverings, linings and fixings and renewal of same as specified.

05 DRAWINGS

Drawings will be provided by the Contract Administrator where he deems it appropriate. Drawings are listed below and have been issued with the Specification. The Contractor should note that these drawings will form part of the contract documents and must be read alongside the general Specification.

SITE INSPECTION

06

The Contractor pricing the work is strongly advised to visit the site and shall take into account all site conditions when preparing the "Agreed Maximum Price". Claims resulting from ignorance of working areas and conditions will not be allowed.

To Collection

£

07 ACCESS TO SITE

The properties are accessed using normal roads and footpaths.

08 LIMITATIONS OF THE SITE

All reasonable means shall be used to avoid inconveniencing adjoining owners and occupiers. No workmen employed on the works shall be allowed to trespass upon the adjoining properties (or part of the premises not affected by the works). If the execution of the works requires that workmen must enter upon adjoining property, the necessary permission shall be first obtained by the Contractor.

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

09 CONTRACTOR’S LIABILITY/INSURANCES

- (i) The Contractor should note that fire damage caused by the negligence of the Contractor, or his agents is in every case a matter for the Contractor to insure against. The Contractor will be held responsible for any such damage caused.
- (ii) The Contractor and all his Sub-Contractors shall insure for Third Party Liability for injuries and damage. The indemnity is to be unlimited in amount for Employer's Liability. Public Liability insurance is necessary for cover up to £5,000,000 for any incident, the number of incidents to be unlimited.
- (iii) Any perils not acceptable as risks by the Contractor's Insurers are to be entered below or on a separate specific sheet:

.....
.....
.....
.....
.....
.....
.....
.....

10 SPECIFICATION

The rates and money extensions in this Specification are to be priced throughout in **ink**. The Contractor is requested either to **price** or write **nil** or **included** against every item contained in this Specification.

No unauthorised alteration is to be made to the text, and any alterations, amendments, note or alteration made will be ignored and the text of the Specification as printed will be adhered to.

Should the Contractor leave un-priced any of the items in the Specification, then the cost of, or charges for these items shall be deemed to have been included elsewhere in the contract sum.

Payment will be on monthly statements or on agreed valuations.

To Collection

£

11 TAX DEDUCTION SCHEME

The attention of the Contractor is drawn to Sections 68 and 71 and Schedules 12 and 13 of the Finance (No.2) Act, 1975. The provisions of these Sections and Schedules are set out in the Board of Inland Revenue pamphlets IR14 and IR15 (1976).

The Contractor is also reminded that it is his duty and responsibility to satisfy himself that all Sub-Contractors hold an appropriate Sub-Contractors Certificate from the Inland Revenue.

The employer is a Contractor at the time of pricing.

12 VALUE ADDED TAX

The price shall exclude Value Added Tax.

13 ENTRY TO PREMISES

Entry to all areas will be arranged via the Contractor, should entry to residents properties be deemed necessary the Contractor shall make his own arrangements with the occupiers of the premises for entry, execution and completion of the works, and shall cause the least disturbance possible. The Contractor must give prior notice to residents before entering on to the property.

Where necessary, the Contractor shall be responsible for disconnecting and temporary re-siting of all tenants contents, and re-siting and re-connecting on completion of the works.

Should tenants' furniture require moving, and floor coverings lifting or protecting, to enable execution of the works it should be re-positioned and re-instated on completion.

The Contractor shall include any costs incurred in carrying out these works in the "Agreed Maximum Price".

Item

£

14 AGREED MAXIMUM PRICE

The "Agreed Maximum Price" for this contract shall be prepared by the Contractor at his own expense, and shall be bound to their offer for a period of three months.

The "Agreed Maximum Price" shall be submitted on a "fixed price" basis for a three month period from the date of submission and will be inclusive of the following:

All transport of labour and materials to and from site.

All overheads direct/indirect which are incurred.

The report of any defects which are found during the execution of the works, and the notification of the same to the Contract Administrator immediately.

15 GENERAL REQUIREMENTS

Constructions Skills Certificate Scheme (CSCS) – It is preferable that all relevant operatives deployed to work on this Contract are registered on the CSCS. Documentary proof of registration may be required before site works commence.

Item

£

To Collection

£

Variations - A Variation Order will be issued by the Contract Administrator if, and when, deemed necessary.
Payments shall not be made in respect of lack of knowledge or ignorance of conditions.(see section 06)

16 PAYMENTS TO WORKMEN

The Contractor shall include in his price for all payments to workmen of any special rates payable and all contributions in respect of National Insurance and Holiday with Pay Scheme.

17 FAIR WAGES RESOLUTION

The Contractor shall, in respect of all persons employed by him (whether in execution of this Contract or otherwise) in every factory, workshop or place occupied, or used by him for the execution of the Contract comply with the following conditions of the Fair Wages, Resolution passed by the House of Commons on 14 October 1994, namely:

- (a) The Contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than those established for the trade or industry carried out, by machinery or negotiations or arbitrations of employers and trade union representatives respectively of substantial proportions of the employers and workers engaged in the trade or industry in the district.
- (b) In the absence of any rates of wages, hours or conditions of labour so established and the Contractor shall pay rates and wages and observe hours and conditions of labour which are not less favourable than the general level of wages, hours and conditions observed by other employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

The Contractor shall recognise the freedom of his work people to be members of trade unions.

The Contractor shall be responsible for the observance of this clause by Sub-Contractors employed in the execution of the contract and shall, if required, notify the Council of the names and address of all such Sub-Contractors.

In the event of any question arising as to whether the foregoing conditions of the Fair Wages Resolution are being observed, the question shall, if not otherwise disposed of, be referred to the Secretary of State for Employment to an independent tribunal for decision.

18 SETTING OUT

Setting out shall be carried out by the Contractor who shall provide all necessary instruments and attendance required for checking by the Principle Designer, Designer or Contract Administrator.

Dimensions shall be taken from the site and compared with those given in specifications, schedules and drawings.

Discrepancies will be brought to the attention of the Contract Administrator.

19 TEMPORARY WORKS

Temporary works shall be included for each schedule work item as required for the safe and effective completion of the Contract.

Temporary works shall comply with the Health and Safety at Work Act, 1974 and in particular scaffolding shall comply with BS 5973 : 1981 "Access and Working Scaffolds and Special Scaffolds Structures in Steel" and BSCP Part 2 1970 "Suspended Scaffolds".

Item**£****20 BUILDING OPERATIONS IN WINTER**

The Contractor must be conversed with the measures and operations described in the booklet "Winter Building" published on behalf of the DoE and obtainable from HMSO for ensuring continuity of work and productivity during inclement weather. The operations and measures described in the booklet shall be taken wherever practicable and having regard to nature, scope and programme of the works.

21 TRAFFIC AND POLICE REGULATIONS

Traffic and Police Regulations, particularly relating to unloading and loading of vehicles, must be complied with, and all permits properly obtained in due time for the works.

22 SECURITY PRECAUTIONS

The Contractor shall allow for any security precautions that may become necessary in relation to adjoining properties during the course of the works.

23 PROTECT THE WORKS

The Contractor shall cover up and protect the works during their progress, and provide against injury from any cause, including rain and frost, and make good any damage sustained.

24 PUMPING

The Contractor shall provide all pumps and other plant necessary to keep working areas free from water during the progress of the works.

25 STORAGE

The Contractor shall take delivery of and store in a safe and dry condition all materials for the execution of the works and provide temporary sheds, tarpaulins, etc., as may be necessary for such storage, including sub-contractors' materials.

To Collection

26 MATERIALS

Materials shall be specified under the appropriate trade heading and in no case inferior to the relevant British Standard where such applies without prior consent of the Contract Administrator. The Contract Administrator reserves the right to have removed from the works any materials considered unsuitable.

27 WORKMANSHIP

Workmanship shall be specified under the appropriate trade heading and in no case inferior to the relevant code of practice, where such applies, without prior permission from the Contract Administrator. The Contract Administrator reserves the right to dismiss from the works any workman considered unsuitable. Each trade shall attend upon other trades as required.

28 CLEAR AWAY

At the end of each working day, the Contractor must ensure that the site is left in a Safe clean and tidy state.

At completion of the works, thoroughly clean down all surfaces, clean floors, clean windows, clear away all rubbish, builders' plant and surplus materials, and leave the site and premises in a clean and tidy condition.

29 PLANT

Plant, scaffolding, rules, templates, tools and tackle necessary for the execution of the works shall be provided by the Contractor.

30 TEMPORARY BUILDINGS

Temporary buildings shall be supplied at the discretion of the Contractor who will maintain them in a safe and satisfactory condition. All areas used for the siting of temporary buildings shall be made good at the completion of building works.

31 WATER FOR THE WORKS

The Contractor shall make his own arrangements for building water and pay all charges connected therewith.

32 LIGHT AND POWER

The Contractor shall make provision for temporary artificial lighting and power for the works as required. Temporary installations shall be removed at completion of work with all fees and charges paid and all work disturbed made good.

33 SERVICES

The Contractor shall make his own arrangements with tenants for the use of those services required. Any remuneration to the tenants for use of the services shall be met by the Contractor by mutual agreement with the tenant. The Contractor shall exercise due caution, implement all safety measures and shall allow for indemnifying the employer against all claims in this respect.

34 MATERIALS, LABOUR AND PLANT

Materials, labour and plant shall be provided for the proper and efficient execution of the works. All materials shall be new unless otherwise stated.

Item

To Collection

£

35 SAMPLES AND STANDARDS OF MATERIALS

The Contractor shall allow for obtaining samples of materials as required by the Contract Administrator. Samples shall be approved by the Contract Administrator prior to application in the works.

All materials subsequently used shall be of equal quality in all respects to the approved sample.

36 MANUFACTURERS' RECOMMENDATIONS

Manufacturers' recommendations refer to instructions issued by the manufacturer, in writing, at the date of works order. The Contractor shall follow manufacturers' recommendations unless otherwise instructed by the Contract Administrator.

37 SUB-CONTRACTING AND SUB-LETTING

In the event of the Contractor wishing to sub-contract any of the work contained in this schedule, permission must be obtained from the Contract Administrator before instructions are placed and authority obtained for the employment of each separate Sub-Contractor.

38 CONTRACTOR'S RESPONSIBILITIES

The Contract Administrator will provide general supervision for the purpose of the interpretation of the schedule. The Contractor will be responsible for day to day supervision of work and for the provision of a competent Site Agent for the control of quality of work, workmanship and materials supplied.

39 DEFECTS LIABILITY

The Contractor will be responsible in the normal way for any defects occurring in the work; for any bad workmanship or defective materials.

The Contractor will be responsible for rectifying such faults at his own expense for a period of twelve (12) months after practical completion.

40 HEALTH AND SAFETY AT WORK ACT, 1974

Under these conditions the Contractor is responsible for the health and safety of those working on the building site and those with authorised entry to the building side. The Contractor shall abide by the conditions set out in the Lancaster City Council's Health and Safety at Work Policy document.

The Contractor shall acquaint themselves with Lancaster City Council's policy on Health & Safety at Work and the relevant codes published for the Council's operations.

In addition to building operatives employed either directly or through a Sub-Contractor by the Contractor, any authorised visitor to the site, including the Contract Administrator and his representatives, consultants and their representatives, are to be treated as employees by the Contractor with respect to health and safety provisions as defined by the 1974 Act.

All personnel with authorised access to work sites should have made available to them, a copy of the Lancaster City Council's Statement of Policy for Health and Safety in relation to site working and should be provided with such protective clothing as is deemed necessary by the Contractor in relation to the progress of the works on the site.

The authorised personnel with access to work sites shall be bound by the authority of the Contractor with respect of health and safety and shall comply entirely with his requirements.

To Collection

£

41 NOISE CONTROL

The Contractor shall comply with any notice under Section 60 of the Control of Pollution Act 1974, and any other statutory requirements relating to the control of noise levels on site.

The Contractor is to be aware of and allow for compliance with BS CP 5228-75 Code of Practice for Noise Control on Construction and Demolition Sites and is to indemnify for damage on account of noise created in carrying out the works and from and against all claims, demands, proceedings, costs and expenses whatsoever in relation to such liability.

The noise limit 1m outside the nearest noise sensitive building during the period of 8.00am to 4.00pm shall not be more than the equivalent continuous sound level of Leq (12h) 65dB/(a).

No noise emission will be permitted outside these periods.

The Contractor shall be responsible for verifying the requisite limit at the date of tender and for complying with the statutory requirements relating to control of noise level on site.

Cement mixers and other stationary equipment should be sited, where possible, behind existing buildings and all compressors and pneumatic equipment must be operated with side panels closed and properly supplied and fitted with mufflers.

(NOTE: Leq = equivalent continuous noise level)

42. PROTECTING, DRYING AND CLEANING

The Contractor shall:

1. Protect all work and materials on site, including that of his Sub-Contractors, during frosty or inclement weather.
2. Protect all parts of existing buildings which are to remain and make good any damage caused.
3. Protect the adjoining properties by screens, hoardings or any other means to prevent damage, except those to be removed.
4. Dry out the works as necessary to facilitate the progress and satisfactory completion of the works.
5. Protect and preserve all trees and shrubs to prevent damage.
6. Treat or replace any trees or shrubs damaged or removed without approval.
7. Clean the works thoroughly removing all splashes, deposits, rubbish and surplus materials.

43 UNDERGROUND CABLES AND MAINS SERVICES

The Contractor shall ascertain from the relevant authorities the exact location of any underground electricity cables, gas, water and telephone services, drains, sewers and the like that may exist on the work sites.

When excavating in the vicinity of these, he shall exercise due caution and implement all safety measures and he shall allow for indemnifying the Employer against all claims in this respect.

To Collection

44 EXISTING SERVICES

Existing drainage, water, gas, electric, hot water and heating services shall be maintained during the progress of all works. Temporary arrangements will be provided at the scheduled rate should this be found to be impossible.

E.C. DIRECTIVES

Where proprietary descriptions of articles or processes are given, then equivalent articles or processes which achieve the same result will be accepted.

Any requirement that any material or article shall comply with a specified standard (British Standard or otherwise) will be satisfied if it complies with any relevant national or governmental standard of any Member State or the European Community, or an international standard recognised in another Member State and offering equivalent guarantees of safety, suitability and fitness for purpose.

46 P.C. SUMS

The sums stated in the Specification are to be extended against instructions issued by the Contract Administrator. The Contractor will be entitled to 2.5% settlement on nominated Sub-Contractors' accounts and 5% on nominated suppliers' accounts. Where such discounts are not granted by the Sub-Contractor or supplier, the Contractor will be entitled to claim an equivalent sum in his final account.

The Contractor should, however, include in his "Agreed Maximum Price" for any profit handling or storage costs he may require in connection with such items.

47 CONTINGENCIES

Allow the sum of **£ 35000.00p** for contingencies only to be expended or deducted as directed only by the Contract Administrator.

Item

£

35000

00

48 PROGRAMME OF WORK

The Contractor will be required to produce a programme of work immediately following acceptance of the "Agreed Maximum Price", but this will take into account an estimated contract period of ...twenty six weeks (26 weeks) .

49 Construction (Design & Management) Regulations 2015

For the purpose of this contract, the Contractor should be aware that the terms and duties of "Principal Contractor" under the C.D.M. Regulations 2015 apply to the contractor undertaking the works.

The Principal Contractor must take into account specific health and safety issues when preparing and presenting "The Agreed Maximum Price" and related documentation.

The Successful Contractor must also develop the Health and Safety Construction Phase Plan (CPP) and co-ordinate the activities of all persons within the curtilage of the site to ensure they comply with current health and safety legislation.

The CPP should be forwarded upon request and should include:

- (i) Specific arrangements for ensuring the health and safety of all persons who may be affected by the works.
- (ii) Specific arrangements for the management of health and safety of the works themselves and the monitoring of compliance with the Health & Safety Plan.
- (iii) Specific arrangements regarding welfare arrangements.

To Collection

£

35000

00

To assist the Principal Contractor in the formation of the Construction Phase Plan, consideration should be given to the following areas of risk. These areas of risk are not exhaustive and it is the duty of the Principal Contractor to formulate the Construction Phase Plan as comprehensively as possible over and above the elements noted below.

Areas of Risk:

- (i) Site Access & Egress – As the contract works are of domestic refurbishment nature to residential housing stock, safe site access and egress for residents, staff, visitors, operatives, deliveries of machinery, plant and materials should be a specific consideration.
- (ii) Materials and Equipment Storage - Storage of materials and equipment should be adequately arranged so as not to impact on the buildings current operations, and to protect any persons from harm and prevent unauthorised access to hazardous materials.
- (iii) Temporary Works - The contract works may require temporary fencing or closed boarding. The contractor will ensure that any temporary structures are maintained in a safe condition and do not allow unauthorised access to the working area
- (iv) Rubbish Disposal - Due to the nature of the materials to be disposed of from the site, specific consideration should be given to rubbish removal, particular emphasis being placed on removing any risk to household residents and visitors and the public of coming into contact with dangerous materials or waste.

50 MATERIALS AND WORKMANSHIP CLAUSES
Generally

These materials and workmanship clauses are applicable, and are to be read in conjunction with, and shall be deemed to form part of, the description of relevant items in the Specification included with the contract documents.

The Contractor is to include in his rates or against the item concerned in this section for the requirements of these materials and workmanship etc., and preamble clauses.

To Collection

£

				£	p
51	PREAMBLES SUMMARY SHEET				
	ENTRY TO PREMISES	-	Page 1.4		
	GENERAL REQUIREMENTS	-	Page 1.4		
	TEMPORARY WORKS	-	Page 1.6		
	TEMPORARY BUILDINGS	-	Page 1.7		
	CONTINGENCY SUMS	-	Page 1.10	35000	00
	Total Preambles Sums to Final Summary			£	
	1.12				