

# ASHFORD BOROUGH COUNCIL

Tender For: Window Replacement Scheme – 27 Units – Martin House, Wye, Ashford, Kent, TN25 5HA

Contract Number: WIN/17/1

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

## Tenderers Checklist for Return of Tender

### Have you completed/supplied?

Form of Tender ☐

Collusive Tendering Certificate ☐

Equality Act Declaration ☐

Pricing Information ☐

to include where applicable:

- Schedule of Rates
- Schedule of Dwellings
- Collection and/or Summary Sheet
- Dayworks
- Preliminary Costs

Suitability Assessment Questionnrs ☐  
(no more than one page of A4,  
minimum 10point font)

Method Statement ☐

**All documents should be returned to us using the envelope label supplied**

### Do's and Don'ts

#### Do's

- **Do** provide requested information on time and in the required format.
- **Do** ensure that you have proof of postage or a signature for hand delivery.
- **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 return all the tender papers. Failure to do so will result in your tender being rejected.**

#### 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** 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 write anything on the tender envelope which could identify yourself or your company.**

## ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

**WINDOW REPLACEMENT SCHEME – 27 UNITS – MARTIN HOUSE, WYE, ASHFORD, KENT TN25 5HA**  
**CONTRACT NO. WIN/17/1**

### 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:	<input type="text"/>	Signature:	<input type="text"/>
Name:	<input type="text"/>	Signature:	<input type="text"/>
Name:	<input type="text"/>	Signature:	<input type="text"/>

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:	<input type="text"/>	Signature:	<input type="text"/>
Name:	<input type="text"/>	Signature:	<input type="text"/>

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

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

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

Signed:

Company:

Date:

# ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

## CONDITIONS OF TENDER

### WINDOW REPLACEMENT SCHEME – 27 UNITS – MARTIN HOUSE, WYE, ASHFORD, KENT TN25 5HA CONTRACT NO. WIN/17/1

1. The Tender Sum must provide for all costs associated with the Description of Works in the Preliminaries and for satisfying all other obligations as set out in the Preliminaries and Specification.
2. The Total Tender must be exclusive of VAT, but in addition to the Total Tender the Contractor shall be entitled to claim from the Employer the amount of VAT properly chargeable on the component parts and service provided by him in the performance of the Contract.
3. The tender is to be priced in accordance with current legislation and the Instructions to Tenderers.
4. The essence of selective tendering is that the Employer shall receive bona-fide competitive Tenders from all persons tendering. In recognition of this principle, the Tenderer is to complete and return with his Tender the Collusive Tendering Certificate. Failure to do this may result in the disqualification of his Tender.
5. The Tenderer (whether his Tender is accepted or not) shall treat all documents relating to this Tender as confidential and in the event of a Tender not being submitted, all the enclosed documents must be returned to the Employer. The documents must not be passed or shown to any other person without the Employer's written consent.
6. The Employer shall not be bound to accept the lowest or any Tender and reserves the right to accept a Tender in part only.
7. The Employer shall not be responsible for, nor pay for, any expenses or losses which may be incurred by the Tenderer in the preparation of his Tender, or in respect of any cost associated therewith.
8. The Tender is to remain open for acceptance for 120 days from the date of submission of Tenders.
9. On submission of a Form of Tender duly completed and returned to the Employer in accordance with the provisions hereof a Tenderer will be deemed to have offered to carry out the services.
10. No Tender shall be deemed to have been accepted unless notified in writing.
11. The Tenderer shall in addition to the Form of Tender, fully price the "Schedule of Glazing/Dayworks/Preliminary Costs/Collection Sheet". Failure by the Tenderer to fully complete and return the Tender documentation may result in the Tender not being considered for acceptance.
12. The Total Tender is to include the contingency sum of **£5,000.00** which is to be expended only upon written instructions from the Contract Administrator.
13. The Form of Tender together with all documentation supplied by the Employer to the Tenderer must be duly completed and submitted to the Customer Services Manager at Ashford Borough Council, Civic Centre, Tannery Lane, Ashford, Kent. TN23 1PL by no later than **2.30pm on THURSDAY 14<sup>TH</sup> DECEMBER 2017.** Any Tender submitted after such date may not be considered for acceptance. The Form of Tender must be sealed in the envelope provided by the Employer or in a blank envelope affixed with a gummed label provided by the Employer. Any such envelope shall not bear name or mark by which the Tenderer can be identified.

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

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

### **INSTRUCTIONS TO TENDERERS**

#### **IMPORTANT – PLEASE READ BEFORE PRICING THIS TENDER**

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

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

### **Continuation Contracts**

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

### **Best Value**

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

**1.00 PRELIMINARIES**

**1.01 TENDER DOCUMENTS:**

Form of Tender  
Collusive Tendering Certificate  
Race Relations Declaration  
Conditions of Tender  
Preliminaries  
Specification  
Schedule of Glazing  
Dayworks  
Preliminary Costs  
Collection Sheet  
Pre-Construction Information  
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 R Brown)  
Tel. No. (01233) 330312

**1.03 DEFINITIONS**

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

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

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

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

**1.04 SITUATION OF SITES**

**Wye:** Martin House TN25 5HA

**1.05 DESCRIPTION OF WORKS**

Window replacement scheme

## 1.06 DEFINITIONS AND INTERPRETATION

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

<b>Contract</b> 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 Glazing, The Appendices A-G, Contractor's Method Statement.
<b>Contractor</b> means:	the tenderer whose tender has been formally accepted by the Employer.
<b>Contract Period</b> means:	the period commencing 12 <sup>th</sup> February 2018 to 20 <sup>th</sup> April 2018.
<b>Current Regulations</b> means:	those in force at the time of tendering.
<b>Dayworks</b> 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.
<b>Existing Structures</b> means:	The building or buildings owned by the Employer and in which the Works are to be carried out.
<b>Materials</b> means:	all materials, fixtures, fittings and ancillary items used by the Contractor and incorporated into the finished work.
<b>Normal working hours</b> means:	08.00 to 17.30 inclusive Monday to Friday excluding Bank Holidays
<b>Plant</b> 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.
<b>Weekday</b> means:	Monday to Friday inclusive (excluding English bank holidays)
<b>Work</b> 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 Window Replacement Scheme." 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 "20<sup>th</sup> November 2107"
- 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 12<sup>th</sup> February 2018 and end on 20<sup>th</sup> April 2018"
- Clause 2.2 Date for Commencement of the Works - Insert "February 2018"
- 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:
- $F = £21.73$   
 $A = £ 6.38$   
 $U =$  The number of units in respect of which works remain uncompleted
- Clause 2.10 After the words "Rectification Period" insert "twelve months from completion of all properties on the contract"
- Clause 3.7 delete
- Clause 4.2 delete
- Clause 4.3.2 delete
- Clause 4.8.1 insert "15 working days"
- Clause 4.11 and Schedule 2 Delete
- Clause 5.3.2 Insert "10 million"
- Clause 5.4A delete
- Clause 6.6 add the following; "The Employer shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation:
- (1) If the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other Contract with the council, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to any Contract with the council, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.
- (2) If the Collusive Tendering Certificate shall be found to be untrue in any respect.
- Clause 5.4B delete and substitute with by the following: "The Employer shall insure against loss or damage to the existing structures by fire, lightning, explosion, storm, tempest and such other risks as the Employer shall consider expedient"
- Clause 6.4 delete and substitute with the following: "If the Contractor without reasonable cause (in the absolute opinion of the Contract Administrator) fails to proceed diligently with the Work in strict accord with the Specification or wholly or partially suspends the carrying out of the Work, the Contract Administrator may give notice to the Contractor which specifies the default and requires it to be ended.
- Clause 6.4.2 delete

#### **1.09 CONTRACT ADMINISTRATOR**

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

#### **1.10 DOCUMENTS MUTUALLY EXPLANATORY**

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

#### **1.11 TENDER RATES**

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

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

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

#### **1.12 PERIOD OF CONTRACT**

The period of Contract will be 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 N/A**

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 value of completed 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 itemised draft account of completed works to date. 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 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 on completion of whole flats and/or common areas to a stairwell using the actual measured quantities fitted on site** (in accordance with the tendered rates in the Schedule of Glazing. Additional payments will be made for agreed variations as per the contract provisions.

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 specified herein have been duly completed to the reasonable satisfaction of the Contract Administrator.

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

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

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

## **1.28 VARIATIONS**

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

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

## **1.29 STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES**

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

## **1.30 EFFECT OF CERTIFICATES**

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

### **1.31 VALUE ADDED TAX**

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

### **1.32 HEALTH AND SAFETY**

The Contractor shall at all times during the Contract period comply with the requirements and provisions of the Health and Safety at Work Act 1974 and further at his own cost must provide and maintain welfare and safety measures up to the standard outlined in the (including latest amendments of) Construction (General Provisions) Regulations 1961 S.I 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 are leasehold properties included within this scheme, and as such the tenderer's prices will be disclosed to the leaseholders as part of a consultation process, prior to the contract being signed.**

#### **1.42 TENANTS ALTERATIONS**

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

#### **1.43 EQUALITY ACT 2010**

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

#### **1.44 SATISFACTION NOTE**

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

#### **1.45 TERMINATION OF CONTRACT**

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

#### **1.46 FREEDOM OF INFORMATION**

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

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

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

#### **1.47 DATA PROCESSES**

The Company must:

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

#### **1.48 ADJUDICATION**

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

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

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

## **1.49 FORCE MAJEURE**

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

### *PROVIDED THAT*

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

## **1.50 CONTRACTORS CODE OF CONDUCT**

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

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

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

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

## **1.50 CONTRACTORS CODE OF CONDUCT (contd.)**

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

## 1.50 CONTRACTORS CODE OF CONDUCT (contd.)

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



**ASHFORD**  
BOROUGH COUNCIL

# **Window Replacement Scheme**

## **Section 2**

### **General Items**

Item	WINDOW REPLACEMENT SCHEME
<b>2.00</b>	<b>General</b>
2.01	Tenders received which do not comply with the specification requirements will be rejected without any further consideration or assessment.
2.02	All properties included in this scheme are occupied and will remain so during the works. The contractor must, therefore, ensure that all dwellings and adjoining properties and areas are left wind and weather tight, safe and habitable during the contract period. The contractor should allow for any additional costs associated with carrying out works in or around occupied premises.
2.03	A detailed programme of works must be submitted for approval during the contract preparation period. Being minded of material suppliers' lead times, the successful tenderer must submit a programme of works immediately after being notified that he has won the contract.
2.04	The programme must clearly indicate the intended start date, duration and completion date for each property. It must be structured to deliver an organised, efficient, and orderly approach to the works which will provide the minimum of disturbance and inconvenience to occupants, neighbours, and members of the public. Should the Contract Administrator (C.A.) consider that the proposed programme does not provide the tenants with the optimum solution, he will suggest changes to the programme which will not be unreasonably refused.
2.05	The contractor must not work on more than six flats at the same time without express written permission from the C.A.. For the purpose of this clause, any property with defects outstanding will be considered incomplete and one of the six. The removal of windows must be programmed to ensure that units are only removed if they are to be replaced on the same day, and completed the same day. To this end replacements delivered to site must be checked for pattern and dimensions before removing any windows/doors.
2.06	<p>The contractor must keep tenants informed of his programme and arrange mutually convenient access arrangements. He must inform residents in writing of their intention to start work, giving at least fourteen days notice.</p> <p><u>The notification must:</u></p> <ul style="list-style-type: none"> <li>• Contain the proposed start date</li> <li>• Explain the extent of the work (in full).</li> <li>• Outline what the likely disturbance will be.</li> <li>• Give an indication of how long the work will take to complete.</li> <li>• Ask residents to remove any goods, plants or other articles that will be in the way, or which the contractor considers may be vulnerable to damage.</li> <li>• Give contact details for any queries and concerns.</li> <li>• Provide the main office telephone number, a daily query telephone number, and the 24/7 emergency number.</li> </ul>
2.07	The contractor is advised to visit site before tendering to ascertain the nature and extent of the works. He must also ascertain all local conditions and restrictions which may affect the execution of the works, and allow in his tender for resolving and overcoming them. Claims arising from want of knowledge at the tender stage will not be entertained.

Item	WINDOW REPLACEMENT SCHEME
<b>2.00</b>	<b>General (contd.)</b>
2.08	The contractor must, prior to tendering, notify the C.A. of any structural defect or other restriction that he considers will prevent or seriously hinder the execution of the works.
2.09	The contractor must allow in his tender for all fees and costs involved with identifying, liaising with statutory and other service providers, disconnecting, altering, moving (temporarily or permanently - as may be required) and reinstating upon completion all services which impede or obstruct the successful execution of the works.
2.10	Services must be maintained in full operation during the course of the works. Satellite systems and aerials must be maintained at the same level of service prevailing immediately prior to starting work at a property. Services and equipment fixed to or passing through the structure may, though not exclusively, include the following: satellite dishes, aerials, cables, telecommunications equipment (BT or otherwise), 'Warden-Call' systems etc.
2.11	Any disputes about picture quality and continuation of service provision are to be dealt with directly by the contractor. The contractor is, therefore, strongly advised to test local reception levels at each property immediately before starting work there and to record the results in a log. The contractor and the resident should sign and date the entry in the log to attest to the findings.
2.12	The contractor must comply with all current Health and Safety Regulations appertaining to the works. Measures to address any specific health & safety issues identified in connection with working close to supplies are to be incorporated in Method Statements for the relevant work item.
2.13	All personnel, operatives and supervisors must wear high visibility jackets at all times.
2.14	Asbestos materials requiring removal are to be handled and removed from site in accordance with current Health and Safety Regulations. It is the contractor's responsibility to execute all procedures and precautions necessary for the handling and disposal of such asbestos materials, and to include for all such costs in his tender. The Employer will pay for any notifiable ACM removal.
2.15	The contractor must provide all temporary works and protection required including scaffolding, aluminium mobile towers, shoring, supports, screens, fans, netting, security for the site compound (Heras fencing), alteration or diversion of footways to ensure safe access for the public etc., all as required to protect persons and property, and to ensure the safe and proper execution of the works. Temporary works include adapting and maintaining as necessary, and clearing away and making good when no longer required.
2.16	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.

Item	WINDOW REPLACEMENT SCHEME
<b>2.00</b>	<b>General (contd.)</b>
2.17	The Contractor must provide storage units, site accommodation and general welfare provisions, skips, compound fencing etc, including obtaining any licences required and establishing suitable locations for them. All units provided must be adequately secured. All materials (new and salvaged) must be stored in locked containers.
2.18	Waste and rubbish must not be allowed to accumulate and must be disposed of to skips (or similar approved) as it arises. A sufficient number of lockable skips (or other approved containers) are to be provided and removed from site immediately they become full. Skips must not be sited on roads or footways and it is not acceptable to stack or store materials (or waste) in such areas. At the end of each day, the site (including resident's and neighbour's gardens) must be left in a clean, tidy, and safe condition. It is the Contractor's responsibility to obtain all necessary licenses and to pay all and any corresponding fees.
2.19	The C.A. has no objection to the contractor soliciting work from adjoining owners. However, any arrangement negotiated with private owners must not have a detrimental affect on the programme and will not form part of these works. The C.A. will not become involved in supervising works on private properties or in negotiating and liaising with private owners (excluding leaseholders).
2.20	The Contractor must allow for visits to site during the defects liability period to investigate complaints or reports of defects. Abortive visits will not be chargeable.
2.21	Work on party walls must be restricted to that half owned by Ashford Borough Council and must not be started until approval notices have been obtained.
2.22	The Contractor must provide a full time working foreman to oversee the works for the duration of the contract. The working foreman must be on site between 8 am and 4 p.m. and shall liaise closely with the C.A., tenants, and neighbours.
2.23	He shall be responsible for ensuring that the works are executed efficiently, in a well-planned manner, and for keeping tenants and neighbours informed of all relevant information and developments relevant to their property.
2.24	The working foreman must be issued with a mobile telephone that utilises a network with good signal coverage of the site area(s). He must be contactable by every tenant and relevant neighbours. The contractor must also provide and maintain a landline contact number for the duration of the works.
2.25	The contractor must put in place a procedure to provide a rapid response to emergencies. He must provide, and maintain for the duration of the contract, a 24 hour manned, 'out of hours', land line telephone number to receive emergency calls, and ensure that all relevant parties are acquainted with it. In the event of such an emergency occurring, attendance on site must be provided within 4 hours (night or day, 365 days a year).
2.26	The nature and extent of work required varies from property to property.
2.27	The contractor is solely responsible for managing all suppliers, sub - contractors and Statutory Authorities. The codes of conduct required herein apply to all.

Item	WINDOW REPLACEMENT SCHEME
<b>2.00</b>	<b>General (contd.)</b>
2.28	All vehicles used in connection with the works, including suppliers or sub - contractors, are the Contractor's sole responsibility. Vehicle movements should be planned and coordinated to avoid busy times e.g. school runs.
2.29	The contractor must not alter or interfere with any works or property belonging to any statutory undertaker without obtaining their written permission first. Copies of any approval notices must be given to the CA.
2.30	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 with the C.A.
2.31	The Contractor must produce a Construction Phase Health and Safety Plan (with a detailed site specific method statement) for the intended works. Both must be approved by the C.A before work starts.
2.32	Sourcing of all other goods not individually specified must be via suppliers that hold EMAS/ISO 14001 certification (or similar environmental accreditation approved by the C.A). And the contractor will be required to provide the supporting documentation.
2.33	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.
2.34	To avoid objects falling from access platforms, overloading, trips, etc., any materials that are not in immediate use must not be stored above ground level. Waste must be removed to skips as it arises. Tools and equipment must be secured (or removed from the work platform) when not in use.
2.35	The C.A reserves the right to use any scaffolding erected under this contract to carry out other external works arising during the course of the works. Where considered appropriate, the successful contractor may be invited to submit rates and prices for any such work identified. However, the CA reserves the right to appoint other contractors where he considers that the additional work identified is more suited to their expertise, or represents better value for money.
2.36	The contractor should allow for cleaning all windows, doors and frames, fascias, and soffits on completion of the works.



**ASHFORD**  
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# **Window Replacement Scheme**

## **Section 3**

### **Scaffolding and Access Equipment**

Item	WINDOW REPLACEMENT SCHEME
<b>3.00</b>	<b>Scaffolding and Access Equipment</b>
3.01	<p>The contractor must provide suitable and adequate access equipment and platforms to all work areas which are 1.8m above ground level, all as required to provide safe and easy access for operatives to those areas. All access equipment must be safe, stout and provide easy and safe access to those work areas, and must also be capable of carrying any temporary loadings imposed by materials (for immediate use, or removal as part of the stripping process). Access equipment may be, but is not restricted to, substantial aluminium mobile towers with raking arrangements for stability, and full steel independent scaffolding which may be required to access difficult areas or those windows above undulating ground.</p>
3.02	<p>All access equipment and 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>• The Working at Height Regulations 2005.</li> </ul>
3.03	<p>The P.C must ensure all access equipment provides complete protection of the public from the ongoing works including the provision of:</p> <ul style="list-style-type: none"> <li>• Brick guards around the whole perimeter of platforms</li> <li>• Guard rails to protect personnel from falling</li> <li>• Guarding to prevent falling debris, materials and tools</li> <li>• Fans above doorways or other thoroughfares</li> <li>• The formation of exclusion zones using Heras fencing and high visibility tape around areas of access to platforms and areas used to lower and raise windows and equipment.</li> </ul>
3.04	<p>Apart from steel tube independent scaffolding, other access equipment must be raised on the day that access is required to the area which it is intended to serve and removed at the end of that same day. If further access is required to that area beyond that day, it must be re-erected and dismantled as many times as may be required until the work dependent upon it is completed.</p>
3.05	<p>Working platforms must be cleared (and gently swept with a dustpan and brush) at the end of each day/shift. On no account, are boards to be overturned. Independent steel tube scaffolds must be struck and cleared from site within five working days following completion of the work which they serve.</p>
3.06	<p>Scaffolding must be designed to allow clear and safe access to the blocks for residents, visitors and workers. External doors, fire escape pathways and access to outbuildings (including garages) must not be blocked or restricted.</p>
3.07	<p>The scaffold must be laid out such that the casement of at least 1 opening window per dwelling (minimum 0.35m<sup>2</sup> free areas) above ground floor can be fully opened whilst the scaffolding is in place. This is for escape purposes in the event of a fire.</p>
3.08	<p>The contractor must allow for any additional costs involved in providing access to the side and rear of dwellings which may have attached stores, lean-to structures, conservatories, etc. The contractor must also allow in their price for all temporary alteration, protection, and reinstatement or making good of any damage caused to existing structures.</p>

Item	WINDOW REPLACEMENT SCHEME
<b>3.00</b>	<b>Scaffolding and Access Equipment (contd.)</b>
3.09	The P.C must not tamper with or alter scaffolding in any way (including the taking up and repositioning of scaffolding boards).
3.10	A weekly safety inspection of scaffolding must be undertaken by a suitably qualified and competent person to ensure its integrity and continuing fitness for purpose. Scafftags must be attached to scaffolding and updated at each time of inspection.
3.11	Copies of the inspection sheets are to be forwarded to the C.A.
3.12	The proposed scaffolding sub-contractor must be to the Employer's ongoing approval, which may be removed during the course of works for any justifiable reason. The P.C. will be obliged to engage another sub-contractor in this event at no cost to the employer.



**ASHFORD**  
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# **Window Replacement Scheme**

## **Section 4**

### **Asbestos**

Item	WINDOW REPLACEMENT SCHEME
<b>4.00</b>	<b>Removal and Disposal of Asbestos Material</b>
4.01	It is unlikely that asbestos will be found within the areas to be disturbed but the Contractor should be alert and aware that it is possible that unidentified asbestos materials may be uncovered during the works.
4.02	A survey of a typical flat and of all of the communal areas has been commissioned and results will be made available to the successful Contractor. However, it is anticipated that the potential sources of asbestos could be the floor tiles adjacent to floor to ceiling window units and possible lintel enclosures to communal windows. Great care must, therefore, be taken at junctions with these materials.
4.03	The Contractor is expected to work adjacent to products containing Chrysotile asbestos and to observe the relevant Codes of Practice and work time limitations whilst doing so. To achieve the latter, he is, therefore, expected to use installers who have had asbestos awareness training, and to include within his tender for any costs associated therewith. Any notifiable ACM's discovered will be removed and paid for by the client.
4.04	Should the Contractor discover any other potential ACMs (other than those identified in the report), work in that particular area is to cease immediately and the C. A. advised. Work is to remain suspended until the C.A has investigated and issued further instructions. Work is also to be suspended in any other areas displaying a similar detail and which are similarly suspect.
4.05	Asbestos containing materials (ACMs) are not to be touched, removed, worked on or disturbed until an approved method statement has been agreed and is in place. Any asbestos removal which may be required is to be undertaken strictly in accordance with 'The Control of Asbestos Regulations 2012'.
4.06	For non-notifiable and non-licensed work (i.e. products containing Chrysotile asbestos), and provided it is considered that the exposure time constraints will be met, the Contractor is expected to undertake the removal to facilitate the window installation strictly in accordance with the guidelines of the Asbestos Essentials publications (issued by the H.S.E) and strictly in accordance with the 'Control of Asbestos Regulations 2012'. Alternatively they may wish to appoint their own specialist contractor. Either way, all costs will be deemed to be included in the tender process submitted (except for hidden work)/
4.07	<p>In either case, a method statement must be provided which, amongst other considerations, considers the following:</p> <ul style="list-style-type: none"> <li>• That the removal works may involve party wall issues</li> <li>• How the fixings will be dealt with and the general removal/disturbance process (removing whole sections intact).</li> <li>• Control measures for preventing dust/fibre release.</li> <li>• Disposal.</li> </ul>
4.09	For notifiable and licenced work (e.g. Asbestos Insulation Board), the Contractor must appoint a licensed removal contractor (approved by the C.A) to undertake the works. Such contractors must also be members of ARCA or ACAD and licensed by the HSE.

Item	WINDOW REPLACEMENT SCHEME
4.00	<b>Removal and Disposal of Asbestos Material (contd.)</b>
4.11	<p>Asbestos waste products are to be stored in appropriate skips or other approved containers and transported for disposal in accordance with the regulations. Waste materials are to only be transported and disposed of by a Licensed Waste Carrier, and the waste consignment notice passed to the C.A.</p>



**ASHFORD**  
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# **Window Replacement Scheme**

## **Section 5 Scope of Works**

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works</b>
5.01	Provide access equipment as required to undertake the safe removal of all existing windows and the installation of new replacement windows in compliance with all current legislation appertaining thereto.
5.02	Replace all windows with new WER A rated (CERTASS & BFRC) white UPVC windows formed in 70mm wide profile with chamfered or sculptured edges and a matching cill, a drainage system remote from reinforcement chambers, reinforcement to manufacturer's recommendations, internal beading using scalloped beads, multi-point locking, projection hinges (friction hinges), lockable white handles (non-lockable to emergency escape windows), 28mm sealed laminated double glazed units, glazing, gaskets and trickle ventilators.
5.03	The replacement window system shall be fabricated to and Kite marked in compliance with BS 7412:2007 and BS 7950 (formerly PAS 011), using materials Type A complying with BS 7413:1991 and EN 12608:2004, and the window fabricator/installer shall be a Licensed Kite marked manufacturer to BS 7412 and BS EN ISO.9002:1987/BS 5750: Part 2:1987. and a full copy of his licence shall accompany the Tender.
5.04	All windows shall be manufactured to meet the requirements of PAS 24:2012 Enhanced Security Performance Requirements For Doorsets And Windows In The UK.
5.05	All windows shall be WER A rated (to CERTASS & BFRC), and manufactured to comply with the requirements of: the Secured by Design Standard, Part B Volume 2, Part K, Part L1B, Part M, and Part N of the Building Regulations.
5.06	Windows shall have a minimum design life of 25 years in accordance with the DLP Construction Durability Database.
5.07	The windows comprising all PVC-U profiles, sections, etc, shall be guaranteed for a minimum of 10 years. Hermetically sealed double glazed units and mastic sealants shall be guaranteed for 10 years The normal guarantee provided by the manufacturers of all other components i.e. ironmongery, gearing etc, will be accepted provided they are for a minimum of 12 months.
5.08	All windows shall have 45mm wide architrave cover moulds to all internal perimeters and solid 175 mm window liners to all external perimeters of windows falling within tile hung elevations.
5.09	Provide adequate lockable storage containers on site to store new windows and associated materials required for their installation.
5.10	Provide site welfare facilities to comply with The Construction Design and Management Regulations/Health and Safety at Work Act and employers obligations.

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
	<b>Windows Generally</b>
5.11	The replacement window system shall be fabricated to and Kite marked in compliance with BS 7412:2007 and BS 7950 (formerly PAS 011), using materials Type A complying with BS 7413:1991 and EN 12608:2004, and the window fabricator/installer shall be a Licensed Kite marked manufacturer to BS 7412 and BS EN ISO.9002:1987/BS 5750: Part 2:1987. and a full copy of his licence shall accompany the Tender.
5.12	The windows and the installation shall comply with all current British Standards, Codes of Practice, and Statutory Requirements relevant to their performance.
5.13	The installer shall be F.E.N.S.A. or CERTASS registered.
5.14	The installation must be registered with FENSA within 28 days of installation.
5.15	All new windows and doors must meet the requirements of The Building Regulations 2010 and the Secured by Design Standard.
5.16	Fanlight and sash opening heights to be no less than that of the existing.
5.17	Emergency egress windows must be provided to all habitable rooms and the bottom of the openable area must not be more than 1100mm nor less than 800mm above internal floor level.
5.18	Size side hung casements to comply with the egress requirements of Approved Document B of The Building Regulations 2010, Volume 2 - Buildings Other than Dwellinghouses.
5.19	The outer surface of the frame of each new window must be in the same position in relation to the outside of the building as the original.
5.20	New cills must be as manufactured by the window system manufacturer and intended for the window system which is being installed.
5.21	The appearance of cills must remain the same and must not be adversely affected by the installation of the new window. Cills must be left in a condition to ensure that they are fully protected from rainwater damage.
5.22	Brickwork surrounding windows and doors must be left in a condition that will prevent the ingress of moisture, and its appearance must not be affected.
5.23	Any multi light window in any room is to have sight lines kept to a minimum and, therefore, coupling of multi light windows will not be permitted except for window/door combinations.
5.24	The window and door replacement will be carried out whilst the individual properties are in occupation. The Contractor is to inform and agree the sequence and programme of the works with the CA.
5.25	All works are to be carried out in accordance with this specification and only by Specialist Window Fabricator and Installing Contractors.

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
5.26	The Contractor shall provide all necessary protection within the dwelling to protect the occupants' property against dust and damage and shall lay clean dust sheets at the start of every day. Include for moving and replacing on completion of works, furniture and fittings as may be necessary.
5.27	Under no circumstances shall tenants' electricity be used without their specific approval on a day to day basis and all terms agreed..
5.28	The Contractor is to take down curtains or blinds complete with wire or rails, is to carefully set them aside and to refit them on completion of works, to all dwellings. The Contractor is to undertake all minor alterations necessary in order to refix the curtains, blinds, wire and rails.
5.29	Carefully take down from windows and doors any electrical fittings, telephone junction boxes, cables etc., and set aside and refix on completion of works. Cables must be routed around the side of frames where reasonably practicable. If this is not possible allow for carefully drilling frames (upwards from outside to inside) to receive any cables, feeding the same through and sealing the same on completion.
5.30	Allow for unloading, securely storing, hoisting and distributing to positions adjacent to openings, replacement doors and window frames of varying sizes. Allow for removing from scaffolding and site all redundant door and window frames. No frames, doors or materials of any kind are to be stored on the scaffolding over night.
	<b>The System</b>
5.31	<p>The windows to be supplied and installed shall be white from one of the following system manufacturers:</p> <ul style="list-style-type: none"> <li>• Rehau</li> <li>• Schuco</li> <li>• Veka</li> <li>• Fynseal (Sheerframe)</li> <li>• Profile 22</li> <li>• Anglian White Knight</li> </ul>
5.32	Should the Contractor choose to use an alternative system to those listed above, then this shall be clearly stated within his submission of Tender providing all necessary supporting information to substantiate compliance with the performance requirements of this Specification.
5.33	In order that the client can maintain the windows and doors in future, all sections and materials incorporated in these works must be generic and readily available for any contractor to purchase locally at reasonable rates.
5.34	The overall sizes of units indicated within this Specification are for general guidance only. The Contractor shall allow for carefully taking exact site dimensions of each opening and manufacturing each unit to suit the opening, and allowing any necessary tolerances in connection therewith. The Contractor will be responsible for submitting full detailed drawings for the CA's approval before commencing manufacture, which shall include full details of strengthening members and cill, joint and head details etc for each window type. The Contractor will be required to check all site dimensions with the manufacturer to agree any fitting tolerances etc.

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
	<b>Functional Requirements</b>
5.35	<p>The window assemblies are to be manufactured and installed to the highest quality levels and the Contractor must produce certified evidence that they comply with the following summarised standards:</p> <ul style="list-style-type: none"> <li>• The BPWG/GGF Trade Standards for UPVC Windows.</li> <li>• BS EN ISO 9001 and BS 9002 Schemes for: Quality Assurance Standards Management.</li> <li>• BS 5368:Parts 1 to 3 and BS 6375:2009 Part 1 – Classification of Weathertightness, Operation, and Strength Characteristics.</li> </ul>
5.36	<p>Windows must meet the following ratings in respect of Exposure Category B:</p> <ul style="list-style-type: none"> <li>• Air permeability 600 PA</li> <li>• Water tightness 300 PA</li> <li>• Wind resistance 2000 PA</li> </ul>
5.37	Double glazing max: 1/175 deflection as laid down in BS 6375: 2009 Pt. 1. 1989.
5.38	<p>The performance of windows will be in accordance with:</p> <ul style="list-style-type: none"> <li>• BS6375:2009 Parts. 1 and 2, BS EN 12207, BS EN 12208 and test method BS5368 Pt. 1 (1985), Pt. 4 BS EN1027 and BS EN 12211.</li> <li>• BS5466 Pt. 1 (1977) and BS7479 1991 – Hardware and fixings.</li> <li>• BS5713 – Double glazed units.</li> <li>• BS6206 – Safety glass.</li> <li>• BS12150:2004 – Glass in building – thermally toughened soda lime silicate safety glass (Evaluation of Conformity/Product Standard).</li> <li>• BS6262 and BS952 – Glass and glazing standards.</li> <li>• BS6399 Part 2 – Wind pressure standards.</li> <li>• BS7412 – Reinforcement and fixing of hardware.</li> <li>• BS7413 – PVCU extruded hollow profiles – type A.</li> <li>• BS7479 – 500 hour neutral salt spray test.</li> <li>• BS7950 – Enhanced security performance (formerly PAS011).</li> <li>• BS8213 2004 Part 1 – Maintenance and cleaning (window safety) – cleanable from inside.</li> </ul>
5.39	"Secured by Design " criteria shall apply to all windows which are to be replaced.
5.40	All windows must have been successfully tested to BS7950:1997 and the test certificates shall be made available to the CA. Any window not presently covered by BS7950 must meet the relevant performance criteria and be fit for purpose.
5.41	All windows must have key operated locks (unless designated "Egress" in which case key locks are not permitted).
5.42	The structural frame assemblies and installations must be capable of withstanding and accommodating satisfactorily wind loads and pressures in accordance with the requirements of BS 6399, BS 6375 and BS 6262.
5.43	The window assemblies must incorporate concealed drainage dispersal methods that discharge clear of the structure.

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
5.44	All screws, nuts, bolts, rivets and other fastenings shall be of corrosion resistant or treated material, e.g. austenitic stainless steel, bi-chromate treated steel and be compatible with other metallic fixings used in the manufacture of the window
5.45	Fastenings that are protected when the window is closed may alternatively be made from steel which has been finished by one of the following methods: <ul style="list-style-type: none"> <li>• Zinc plated and passivated according to BS EN 12329, BS EN 12330.</li> <li>• Hot dip galvanised according to the requirements of BS EN ISO 1461.</li> <li>• Sheradized according to the requirements of BS4921 (1988).</li> <li>• Sprayed with metal coating according to BS EN ISO 2063.</li> </ul>
5.46	Generally, hardware and ironmongery fittings and fixings are to penetrate at least two thicknesses of the UPVC profile and/or penetrate the reinforcement by at least 2mm. Fixing positions shall comply with BS 8213.
5.47	On completion of each working day, the Contractor shall leave the premises clean and tidy and should check with the Resident/Leaseholder, that they are satisfied.
5.48	It is a requirement that the Contractor programmes the work to ensure that where existing window assemblies are removed from openings, the new assemblies are to be installed and left completely secure and weathertight on the same working day.
5.49	One room in each dwelling must be left wind and weathertight at all times and in a condition suitable for the residents to continue using during the window installation operation.
	<b>Guarantee</b>
5.50	If the window installation is to be carried out by a separate Contractor, it will be necessary for the Main Contractor to enter into a form of sub-contract with the Contractor which gives a direct guarantee of product and workmanship, design, manufacture and installation to the Employer.
5.51	It will be the contractor's responsibility to arrange for the preparation of the guarantee, a draft of which is to be provided to and approved by the C.A. and Employer before signing of the Main Contract. Where the window contractor is a subsidiary of a larger organisation/group, the guarantee shall be from the parent company.
	<b>Pilot Dwelling</b>
5.52	The Contractor shall execute a "one off" Pilot Dwelling including all necessary access equipment and other items in order to leave the works complete. The Pilot Scheme is to be executed in advance of the commencement on site of the main Contract, in order to be able to facilitate any minor revisions that may be required. Contractor's programme of work should take due account of this requirement.

Item	<b>WINDOW REPLACEMENT SCHEME</b>
<b>5.00</b>	<b>Scope of Works (contd.)</b>  <b>Instruction to Occupier</b>
5.53	<p>On completion of installation, the Contractor must inform and instruct the occupier of how to operate and maintain the new installation. Additionally, the Contractor must also provide each occupier with a simply understood printed Instruction Leaflet concerning operation and maintenance of the installation. The contents must be agreed with the CA before distribution.</p>
	<b>Protection/Security</b>
5.54	<p>During the renewal of the windows, the Contractor is to allow for all necessary temporary protection against:</p> <ul style="list-style-type: none"> <li>• Damage by inclement weather</li> <li>• Unauthorised entry into the property</li> <li>• Inadequate structural support, prior to removal of existing unit.</li> </ul>
	<b>Removal of Existing Windows</b>
5.55	<p>Prepare for and carefully take out existing windows to be replaced, taking all precautions to protect existing surfaces and cart away.</p>
5.56	<p>The method of removal must minimise the damage to the external structure, the amount of dust generated, and decorations internally.</p>
5.57	<p>No existing windows are to be removed until the replacement windows have been delivered, checked against the opening, and the Contractor has satisfied himself that the replacement unit is suitable.</p>
	<b>Curtain Rods</b>
5.58	<p>Where requested as a variation: provide and fix to each window assembly adequate stick on pads and lightweight rods to accommodate provision of individually located net curtains (2 No pads and 1 No rod per sash).</p>
	<b>Cleaning on Completion</b>
5.59	<p>The Contractor shall clear away all redundant units, building debris etc at the end of every working day to the satisfaction of the CA. Burning of debris on site will not be permitted. On completion of the works the Contractor shall clean the windows internally and externally and leave the premises clean and tidy.</p>
	<b>Profile Sections</b>
5.60	<p>The profiles used for the fabrication of windows shall only be those itemised on the window contractor's Kite marked Licence and the type testing carried out by BSI to BS7412.</p>

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
5.61	<p>All profile/frame sections are to be white 70 mm wide/deep, with chamfered or sculptured edges, internally beaded, multi-chambered, extruded UPVC. No reworked material must be used. The system must enable adequate drainage to be incorporated away from the central reinforcement chamber, regardless of the positioning of the profile. The raw material shall comply with the "British Plastics Window Group and Glass and Glazing Federation" Trade Standard for UPVC windows. The profiles should resist normal weathering and the colour fastness must be within BS 1006:1978 part 1.</p>
	<b>Reinforcement and Structural Columns</b>
5.62	<p>All sections shall be reinforced in accordance with manufacturer's recommendations in order to resist wind and operating loads and reference to clause 5.134 and should be made from either Aluminium, Stainless Steel or Galvanised Mild Steel and shall conform with the respective "British Standards" BS 1473: 1982, Grade 6003 or 6082 (Aluminium), BS 1449:1983, Part 2, Grade 304 (Stainless Steel), BS 2989:1982, Grade 275N (Galvanised Mild Steel).</p>
5.63	<p>The reinforcement is to be fixed to the profiles at 300mm centres unless otherwise agreed by the CA. The chambers accommodating reinforcement must be sealed in order to eliminate any possible ingress of moisture.</p> <p>Note: The reinforcement shall be identical to that described in the type testing results to BS 7412 and details must be made available on detailed drawings.</p>
5.64	<p>Where windows cannot achieve the gusting requirements of this document (in accordance with type testing to BS 7412) they shall be sub-divided with columns incorporated between the divisions. These structural columns shall meet the gusting requirements specified and be expressed in pascals.</p>
5.65	<p>In addition for any windows that are load bearing or structural, taking loads from roofs etc (ie bay windows), the new windows must be designed to take the same loads by means of structural members, corner posts etc that must fully and adequately transfer the loads to the structure below the window.</p>
5.66	<p>The contractor must serve a Building Notice in respect of any structural windows and provide temporary support. Calculations proving the adequacy of the structural members must be provided.</p>
5.67	<p>Each window shall be permanently marked or labelled in an unobtrusive position which cannot be seen when the window is shut. This shall give the name or trademark of the fabricator.</p>
	<b>Position of Window Furniture</b>
5.68	<p>Window furniture to opening lights is to be positioned so that the handle etc. can be easily operated by the resident whilst standing with their feet on the floor. For the purpose of tendering assume resident is five foot tall.</p>

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
5.69	<p>Window furniture in kitchens and bathrooms is to be positioned on the opening light such that it can be easily reached by an average sized person leaning over sanitary and kitchen fittings i.e. below the centre line within the limit of the design of the window. Supply and fit Teleflex mechanical openers (or other approved equivalents) to fanlights above kitchen windows. The cost difference for fitting Teleflex etc. openers must be identified in the tender submission.</p>
	<b>Glass and Glazing</b>
5.70	<p>All windows are to be glazed with clear (obscure Cotswold pattern in bathrooms/wc) 28mm double glazed sealed units and shall comply with BS 5713:1979. Specification for hermetically sealed double glazed units. The glass shall be free from bubbles, scratches and other flaws and conform to BS 952, Part 1: 1995 – Glass for Glazing and BS 6262: 1982 Code of Practice for glazing of buildings. The glass shall be retained by suitable internal UPVC snap-on beads matching the frame.</p>
5.71	<p>Ground floor windows and those that are easily accessible above ground floor level must comply with the ‘Secured by Design’ Standard and Approved Documents Q and K of the Building Regulations. First floor windows must comply with Approved Document K. All windows must achieve an overall WER rating of A or better.</p>
5.72	<p>The external pane of ground floor windows shall be 6.4mm laminated glass and the internal pane to be as required to comply with Approved Documents K and Q of the Building Regulations – ‘Critical Locations’ and ‘Security’). The inner and outer panes of glass for all first floor windows must comply with Approved Document K for safety glazing and barrier loading.</p>
5.73	<p>The external pane of 11 No. Type 1 style bathroom windows (1230mm x 1070mm) shall be Cotswold pattern obscure glass.</p>
5.74	<p>All glazing shall be internally glazed and held securely in position and must comply with BS 6262. Provision must be made to drain any ingress of moisture satisfactorily to the outside. Glazing gaskets may either be continuous or cut and struck in corners. Extract fans are not to be installed within the glazing.</p>
5.75	<p>Note: If cut in corners mitred joints must be used. It is a requirement that suitable glazing blocks are used. Drainage caps where accessible shall be glued in position.</p>
	<b>Glazing Gaskets and Weather Stripping</b>
5.76	<p>Glazing gaskets and weather stripping materials should not have a detrimental effect on the plastic profiles. The rubber based compounds shall confirm to BS 4255:1967:Part 1 “Preformed rubber gaskets for weather exclusion from buildings”.</p>
	<b>Locking Mechanisms</b>
5.77	<p>Windows are to be fitted with Vector Excluder High Security Window Locking Mechanism as supplied by Securistyle Limited (or other approved equivalents).</p>

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
5.78	To include automatic dual action enclosed, system specific, self locating Rogard Supreme Plated Seal keeps giving optimum penetration and security. With integral acuzinc bi-directional gearbox endurance tested to 50,000 cycles of operation without demonstrating any significant deterioration and deformation that would inhibit its function.
5.79	Bar with spun riveted adjustable mushroom headed cams to be manufactured from Austenitic 304 Stainless Steel.
	<b>Hardware , Ironmongery and Opening Sash Type</b>
5.80	Friction hinges to be manufactured from Austenitic 304 Stainless Steel. When subject to 500 hours neutral salt spray test the hinge will remain functional with no significant surface pitting caused by corrosion. All to BS 7479.
5.81	All friction hinges should be capable of sustaining 50,000 cycles of operation without demonstrating any significant deterioration and deformation that would inhibit their function. All hinges should be approved to BS 7412 and should incorporate a riser block to all side hung installations. Friction adjustment should not rely on metal to metal contact but should be achieved by a metal cam working via a thermoplastic block to provide precise long lasting friction adjustment. All hinges should incorporate nylon washers between all pivot points to minimise metal to metal contact and a thermoplastic asymmetric end cap to ensure smooth location and weathertight sealing.
5.82	Emergency Egress Windows To Be Provided To All Habitable Rooms To Approved Document B, Volume 2. All windows in habitable rooms shall contain at least one side hung casement window as an emergency egress window. Egress windows must, as a minimum, comply with the size and height requirements of Approved Document B, Volume 2 and be fitted with Egress Easy Clean Hinges. The easy clean facility must allow the window to slide along its track so that the external face of the opening casement can be cleaned from inside the building.
5.83	After cleaning, the emergency egress hinge should allow the window to self-relocate and return to its original position and mode of operation simply by closing the casement. These must be fitted to a casement big enough to provide an unobstructed opening of not less than 0.33m <sup>2</sup> with a minimum dimension vertically or horizontally of 450mm, and a threshold height of 1100mm from internal floor level, all as required by the Building Regulations. However, the Contractor should strive to provide an unobstructed opening of 850 mm high by 500 mm wide at a maximum height of 1100mm from internal floor to the bottom of the openable area.
5.84	All to comply with BS 5588 Part 1:1990 section 3.11.5a. This requirement can be satisfied by the use of Securistyle's Defender Egress Easy Clean Hinges. NB. Fixed lights can be used to obtain a threshold height of as close to 1100mm as possible.

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
5.85	<p>All other windows to be fitted with restrictor hinges to permit the windows to open to 100 mm maximum in the restricted position. On restricted hinges the release mechanism shall be an integral part of the hinge and shall self relocate in one action on closure of the vent. All components, rivets and pins should withstand a force of 600 Newtons to comply with BS 6375: Part 2 and BS 8213:Part1:1990. All side hung windows can be restricted by a single restrictor hinge positioned at the bottom of each casement. All to meet BS 6375:Part 2 and BBA Approval Ref:1227. This requirement can be satisfied by the use of Securistyle's Defender Restrictor Hinges or equivalent approved.</p>
5.86	<p>All ground floor windows and any designated vulnerable windows to be fitted with the ancillary security devices as hinge protection. This device is to be of a type of "non-contact" in normal operation of the window and passivated to withstand 500 hour neutral salt and spray test to meet BS 7950. This requirement can be satisfied by use of Securistyle's Vector Excluder or equivalent approved.</p>
5.87	<p>The hinge manufacturer's size and weight limitations must be strictly observed. It is the responsibility of the fabricator to ensure that the correct size of hinge is chosen for the weight of each opening casement or sash. Information on the Securistyle products can be obtained from the Customer Help Desk at Securistyle Limited (tel: 01242 221200).</p>
5.88	<p>The locking mechanism for all windows is to be a Shoot Bolt Locking System operated by a single handle. Profile system specific zinc die cast alloy keeps should allow for a secure night vent position. Abuse tested to 45 N with keeps blocked. Gearbox to be sealed to stop the ingress of swarf during manufacture and use. All components to be proven fully functional after 500 hours neutral salt spray test to BS 7479. All components should be supplied under the auspices of an official licence holder of the Home Office "Secured by Design" partnership and to comply with BS 7950 accreditation. This requirement can be satisfied by the use of Securistyle's Vector Shoot Bolt or equivalent approved.</p>
5.89	<p>Operating handles to be push to release, key deadlocking, offset, white polyester powder coated with push to fit screw covers. One key to be supplied with each handle. Egress windows to be fitted with non key locking push to release handle.</p>
5.90	<p>Evidence of compliance with BS 7950 (formerly PAS 011) Specification for Enhanced Security Performance of Casement and Tilt/Turn Windows in Domestic Applications will be a condition of tender. All operating hardware, wherever applicable, must be supplied from a hardware manufacturer holding a product licence under the auspices of the Home Office Secured by Design Initiative with the aim of fulfilling the obligations placed on the housing provider to ensure a reasonable level of security to the occupants as outlined in section 17 of the Crime and Disorder Act 1998.</p>

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
5.92	<p>Details of the Securistyle hinges and components outlined in the specification can be obtained by contacting the Customer Help Desk at:  Securistyle Limited,  Kingsmead Industrial Estate,  Princess Elizabeth Way,  Cheltenham,  Gloucestershire GL51 7RE</p> <p>Tel: 01242 221200  Fax: 01242 228194  E-mail: <a href="mailto:info@securistyle.co.uk">info@securistyle.co.uk</a>  <a href="http://www.securistyle.co.uk">www.securistyle.co.uk</a></p> <p><b>Side and Top Hung Casements</b></p>
5.92	<p>Window styles are to be as shown on the drawings included in the specification and will be either side hung casements with fanlights over, top hung vents, fixed lights, or a combination of the latter.</p>
5.93	<p>Side hung casements, fanlights, and top hung vents shall all be fitted using 2 No stainless steel projection hinges (friction stays) that allow cleaning when fully open. The locking mechanisms shall be the multi-point espagnolette type. The gearing must enable the locking handle to be fitted in the lower third part of the sash and must engage into jambs, heads and cills/transoms and be coated with an anti-corrosion coating to BS 1706. A night vent facility shall be incorporated on all opening sash types. All opening sashes shall conform to the requirements of BS 7590 (formerly PAS 011).</p> <p><b>Top Hung Windows</b></p>
5.94	<p>To have Multi-Point Shoot bolt locking arrangements which conform to BS 7950 (formerly PAS011). The operating handle shall be lockable. A night vent facility must be incorporated.</p> <p><b>Window Cills</b></p>
5.95	<p>New windows are to be provided with cills of sizes appropriate to maintain the projection of existing cills beyond the face of external walls. New cills are to be supplied by the window system manufacturer and to match the profile of the windows in all respects (colour, profile shape etc.)</p> <p><b>Safety Devices</b></p>
5.96	<p>All windows are to be fitted with a safety restrictor device which will prevent them being opened less than 90mm nor more than 100mm if not incorporated within the hinge mechanism.</p>
5.97	<p>Are to be pre-finished with an anti-corrosion coating and shall be self-engaging and restrict the opening but be secure. Sample(s) to be submitted to the CA for approval before commencement of Contract.</p>

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
5.98	Safety Devices and Limiting Stays must be securely fixed and comply with the recommendations contained in BS 8213:Part 1.
	<b>Mastic Sealants</b>
5.99	The mastic sealant for external pointing shall be Low Modulus Silicone complying with BS 5889 Type "A" and tested to BS 476:Part 22 (Fire Resistant) and must be compatible with the adjoining structure. The backing strip shall be "High Density Polyethylene Foam". Both materials are to be used in strict accordance with the manufacturer's instructions. Where recommended by the Manufacturer an appropriate primer must be used and applied in strict accordance with their instructions.
5.100	The depth of sealant is to be 10mm minimum to the full width of the gap with a backing strip used where necessary. The sealant must be applied in accordance with the "Manual of Good Practice in Sealant Application" published by the SMC and CIRA.
	<b>Ventilators</b>
5.101	Each window is to be fitted with a secure colour matched trickle ventilator which complies with the requirements of Part F1 of the Building Regulations. Ventilators are to provide 8000mm <sup>2</sup> per room and be controllable adjustable down to 4000mm <sup>2</sup> per room.
5.102	All ventilators must be fitted with external hoods, contain a mesh grille internally.
5.103	Samples must be submitted to the CA before contract commencement to ensure adequate ventilation is provided. The Contractor must ensure that adequate ventilation is provided to rooms including for gas appliances. Ventilation for gas appliances will be outside this contract but the contractor must not create a risk by removing existing ventilation before an alternative is provided..
	<b>Window Manufacture</b>
5.104	All joints associated with UPVC window frame and sashes are to be hot fusion welded and all shall meet the testing method in BS 2782.
5.105	The joints must be completely moisture resistant and not permit any penetration into the profiles either externally or internally.
5.106	The residue of material resulting from the hot fusion welded joints are to be carefully removed and neatly routed to just below the surface leaving a uniformed recessed feature.

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>  <b>Manufacturing Tolerances and Measurements</b>
5.107	<p>The overall size of the assembled frames shall be maintained within a permissible deviation of <math>\pm 3\text{mm}</math>. The framed assemblies shall be such that they can be installed square within a maximum difference in the diagonals of 4mm. Several measurements of both width and height should be taken and the Contractor shall allow all tolerances necessary in order to take into account deviations of the actual opening and expansion and contraction of the assembled units when fixed in position.</p>
	<b>Delivery</b>
5.108	<p>Transportation - all windows or pre-fabricated units shall be transported in a vertical position and securely anchored to the vehicle to prevent movement in transit. They shall be separated from each other by using adequate packing pieces to prevent damage to adjacent windows and handles.</p>
5.109	<p>Labelling - All windows shall have an identification label or mark to illustrate the exact location of the window, e.g. front lounge window, 17 High Street, this may be a sticker on the glass or on the edge of the window. The fabricators mark or label may also be attached to the window in a non-visible position, e.g. in the rebate of a sash.</p>
5.110	<p>Storage Requirements - Windows delivered to site shall be stored in an upright position and separated from each other with packing pieces to prevent damage. Windows must not be stored flat.</p>
5.111	<p>Storage Arrangements - If there is no provision for storage on site, then windows shall be delivered to site on a daily basis and fitted the same day. Windows shall not be brought on to site if it is envisaged that completion will exceed working hour limitations set by the Employer, unless special permission is sought.</p>
5.112	<p>Hoisting - where windows are to be installed in flats or low rise buildings, they shall be taken to the correct level using an external hoist. They shall not be hoisted using a rope attached to the window.</p>
5.113	<p>Handling and Placing - all windows shall be carried and offered to the structural opening in a vertical position and not dragged. The window shall not be carried flat or horizontal as this may cause damage to the welded joints. Larger windows may require more than one operative to position the window correctly.</p>
	<b>Survey</b>
5.114	<p>Every surveying and installation operative entering a tenant's home shall have been DSB checked.</p>
5.115	<p>Window installation/surveying shall be carried out in accordance with the British Standards Code of Practice for the Installation of White High Impact Modified UPVC windows.</p>
5.116	<p>All dimensions shall be taken including diagonals of all openings where windows etc. are to be replaced. All inspections and checks shall be made as necessary to ensure that each window is purpose made for the opening it is intended to fit.</p>

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
5.117	All dimensions shall be taken, including diagonals, of all openings where windows etc. are to be replaced. All inspections and checks shall be made as necessary to ensure that each window is purpose made for the opening it is intended to fit.
5.118	The perimeter gap around windows shall be no more than the minimum required for thermal expansion, assumed to be 6mm, but the Contractor shall be responsible for stating the minimum gap required.
5.119	The Contractor must allow to cut back plaster lines, if required, and for altering brickwork locally to accommodate the requirements of built in DPCs. Exceptionally, the CA will consider using unequal legs on profiles but the contractor should note that cutting back is the standard approach required. Larger external gaps are not allowed.
5.120	Where internal cills are tiled, the cill section must accommodate the cills without the need to cut the tiles. Where external cills are formed in concrete, brick or tile, the Contractor must advise whether a PVCU cill is required.
5.121	The use of “make up” pieces should be allowed for but be limited to special design situations and is not to be used as a means of standardising manufacturing sizes.
5.122	Where approved, “make-up” pieces should be constructed from multi-chamber PVC-U profiles that can be cut to the appropriate dimensions and secured and sealed to the outer frame by an approved method of fixing.
5.123	The manufacturer of the windows is to allow for any variations and anomalies in the size of the openings and for out-of-square openings. This is to include for the manufacture of “special” windows/doors as necessary to achieve the required tolerance.
	<b>Installation and Fixing</b>
5.124	All windows are to be surveyed and installed in compliance with BS8213 2007 – The British Standard Code of Practice for the Installation of Replacement Doors and Windows and Doorsets in Dwellings to comply with the requirements of FENSA/CERTASS including cavity closers when the cavity is exposed during the installation process.
5.125	The windows shall be installed plumb and square without twist, racking or distortion of any member. Due allowances must be made in order to accommodate all expansion and contraction satisfactorily.
5.126	Where applicable, the new window frames are to be set back from the outer face of the existing brickwork so that the existing vertical DPC is bridged. Care must be exercised to avoid fixing into the DPC. Final positioning must be agreed with the CA before fixing.
5.127	Windows are to only be fixed using Fischer through frame screw fixings. The fixings shall be located a minimum of 150mm and a maximum of 200mm from corners. No fixings shall be closer than 150mm to a transom mullion centre line. Intermediate fixings shall not exceed centres greater than 600mm.

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
5.128	Fixing details must be submitted to the CA before the contract commences on site. Calculations for wind/water penetration to comply with the relevant BSs must also be supplied.
5.129	CFC free foamed polyurethane shall be used as a means of closing the gap between frame and aperture. Care must be exercised when inserting the foam and use of a special pressure applicator must be employed. The foam is to be trimmed back after curing has occurred. Foam must not be used as the only fixing method.
	Insulation Panels
5.130	Insulation panels will be required where indicated on the Schedule of Window/Door Types and drawings.
5.131	Insulation panels are to comprise a non EPS insulated core faced internally and externally with 6mm 'Trespa Meteon' panel or similar approved, internal and external colour to be white to match window profile.
5.132	Overall insulated panel thickness to suit PVC-U extrusion and to achieve a minimum "U" value of 0.45 w/m <sup>2</sup> K.
5.133	Panels should be fixed with internal glazing beads unless otherwise indicated in which case double sided security tape (e.g. Rubbo tape by Ralli-Bondite Limited), shall be used when installing the panels.
5.134	For integrity in case of fire it is a requirement of the Local Authority that there is a mechanical fixing of the panel to the reinforcement within the PVC-U frame extrusion of panels fitted at low level. The Contractor must provide drawings of the intended fixing details.
	<b>Cover Mouldings, Jamb, Head and Window Board Linings and Curtain Battens</b>
5.135	Allow for making good plaster reveals internally following removal of existing windows including lug fixings. Following plastering, allowance should also be made for undertaking wall tiling or decoration, as required, to match the existing finish. The Contractor will be deemed to have identified and included for work associated with any existing windows that have been fixed using lugs.
5.136	The Contractor shall fix cover mouldings to BS 7619:1993 to jambs, head and window board linings in solid cellular white PVC to match the window profile. Joints are to be mitred, not butt jointed, unless otherwise agreed with the CA.
5.137	The Contractor is to provide and fix all cover mouldings, jamb, head and window board linings necessary to mask joints between old and new work and/or to cover exposed construction. (Allow for an average size of 150 x 10mm for external linings and 45mm architraves internally).
5.138	All cover mouldings, jamb, head and window board linings and curtain battens are to be securely fixed by plugging and screwing at 500mm centres, the fixings are to be hidden by "hammer in" plastic caps to match the colour of mouldings. Any necessary packing is to be in a similar material to window frame.

Item	WINDOW REPLACEMENT SCHEME
<b>5.00</b>	<b>Scope of Works (contd.)</b>
5.139	Cover mouldings either side of jambs or head may be fixed with adhesive as recommended by the Manufacturer of the mouldings, and used in accordance with their recommendations
5.140	Existing internal window boards are to be removed and new upvc window boards provided to every window. New boards are to provide the same cover as the existing window board and to cover tiled cill.
5.141	The use of silicone sealants to fix and fill gaps and joints to cover mouldings will not be permitted.
	<b>Removal and Re-fixing of Curtain Tracks</b>
5.142	The contractor is to include for the removal and re-fixing of any curtain track(s) necessary to allow the replacement of windows.
	<b>Maintenance Manuals</b>
5.143	<p>The contractor is to provide the C.A. with three copies of a Technical Maintenance manual which is to incorporate:</p> <ul style="list-style-type: none"> <li>• a set of record drawings.</li> <li>• a complete list of all components used in the windows and doors including names and addresses of the manufacturers of those components and availability of spares including merchants/retail outlets/trade suppliers.</li> <li>• a detailed description of reglazing procedure.</li> <li>• all other relevant information regarding cleaning, maintenance etc.</li> </ul>
5.144	Completion will not be certified until the technical maintenance manuals have been provided and approved.

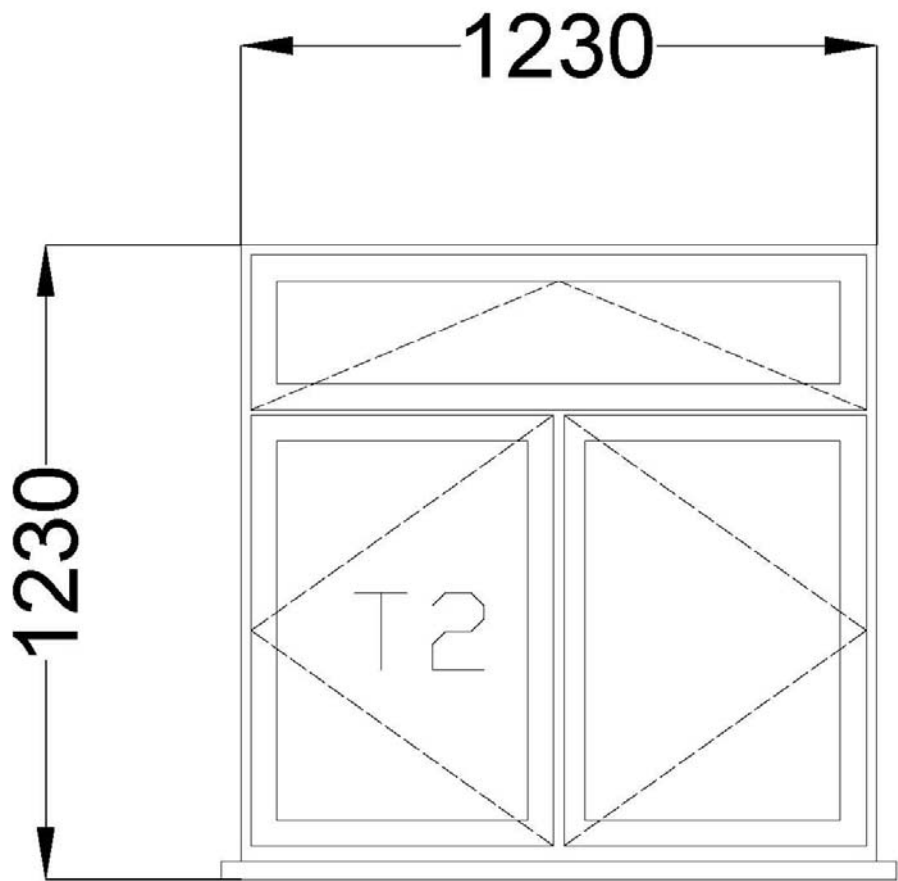
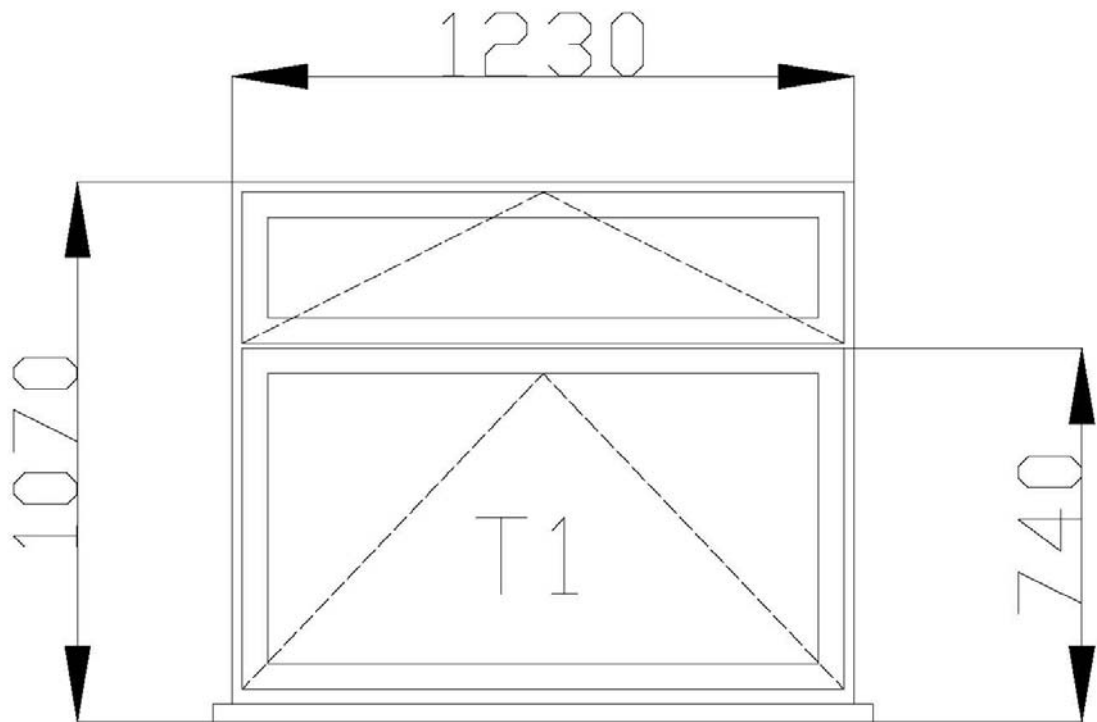


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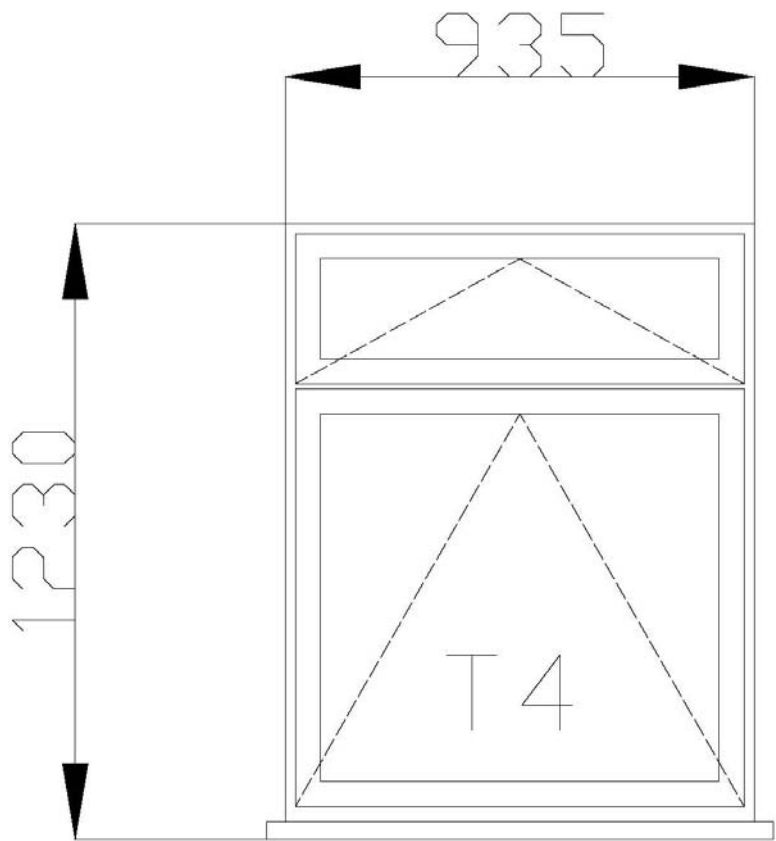
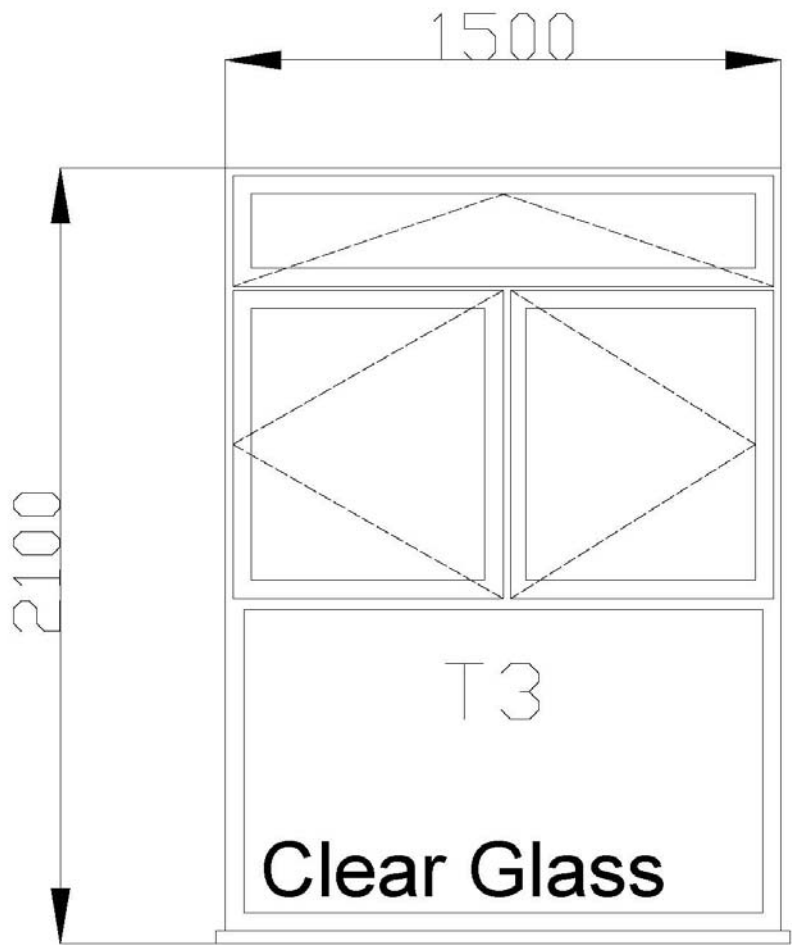
# **Window Replacement Scheme**

## **Section 6 Schedule of Glazing**

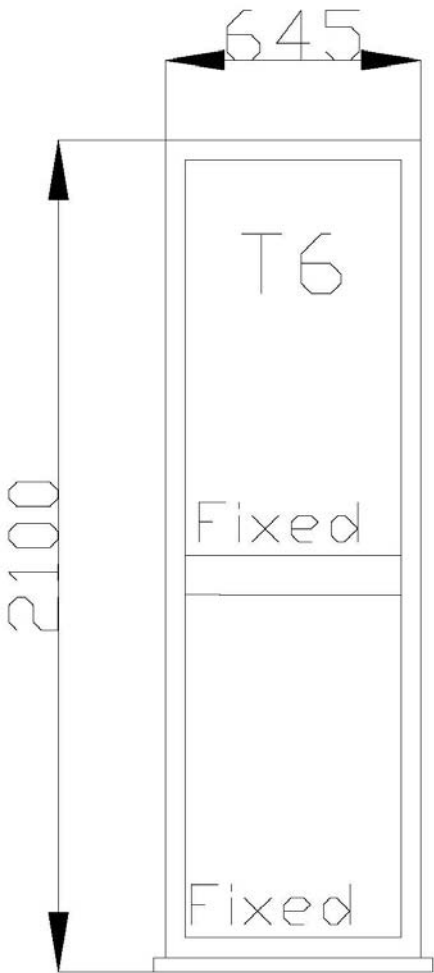
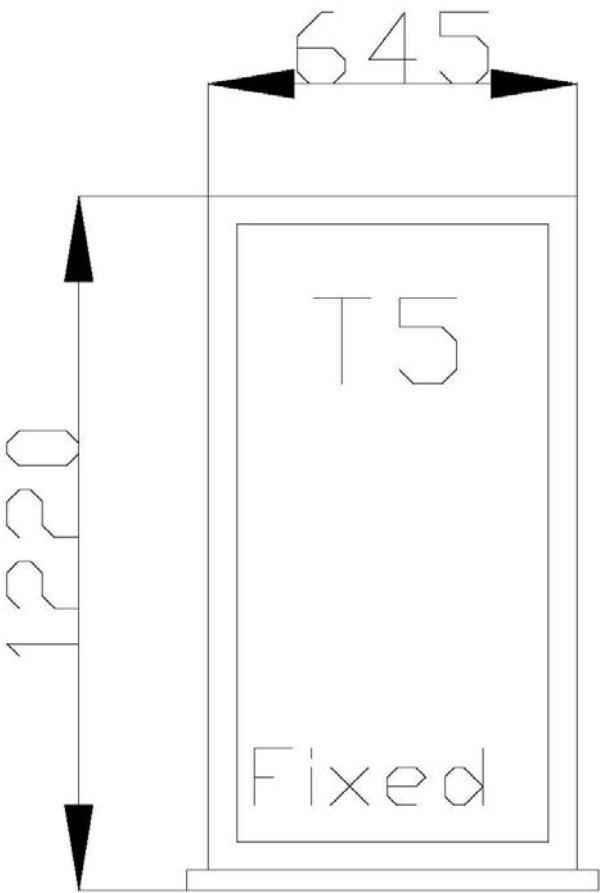
Item	WINDOW REPLACEMENT SCHEME
6.00	Schedule of Glazing



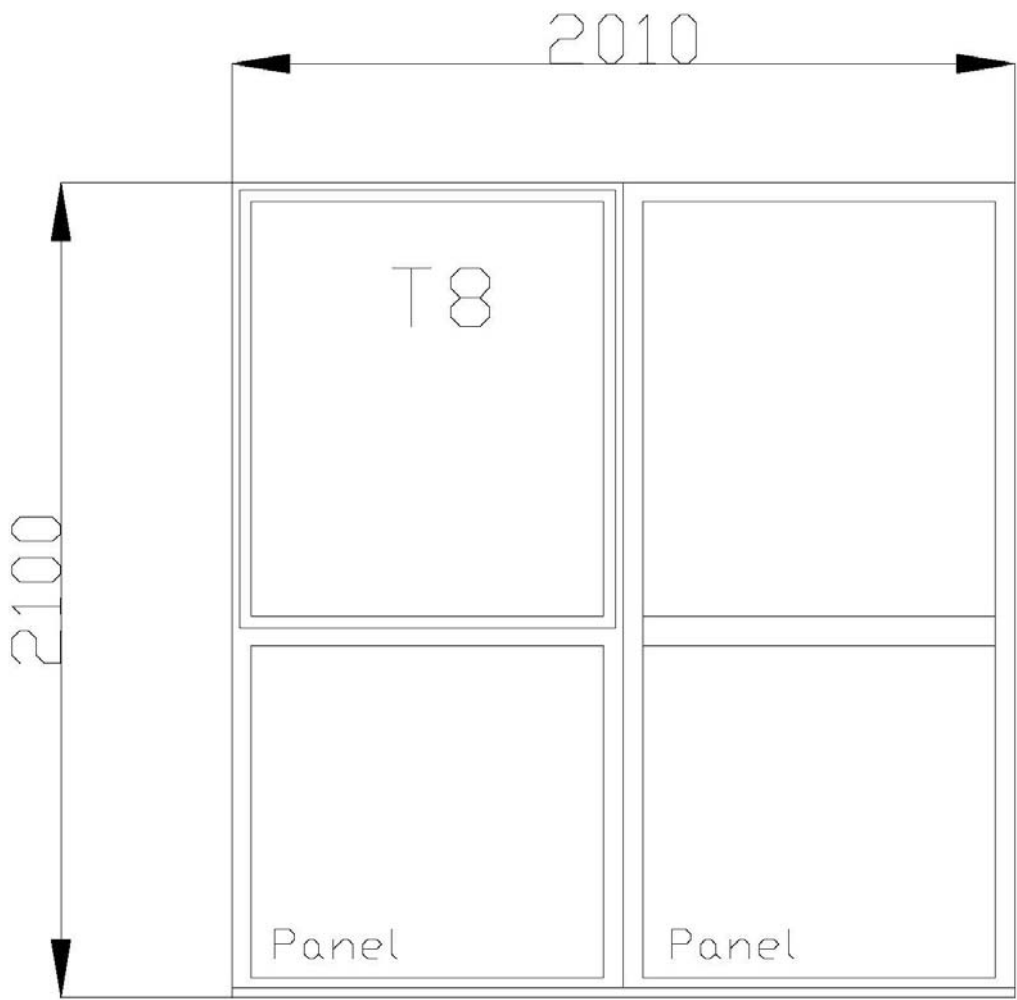
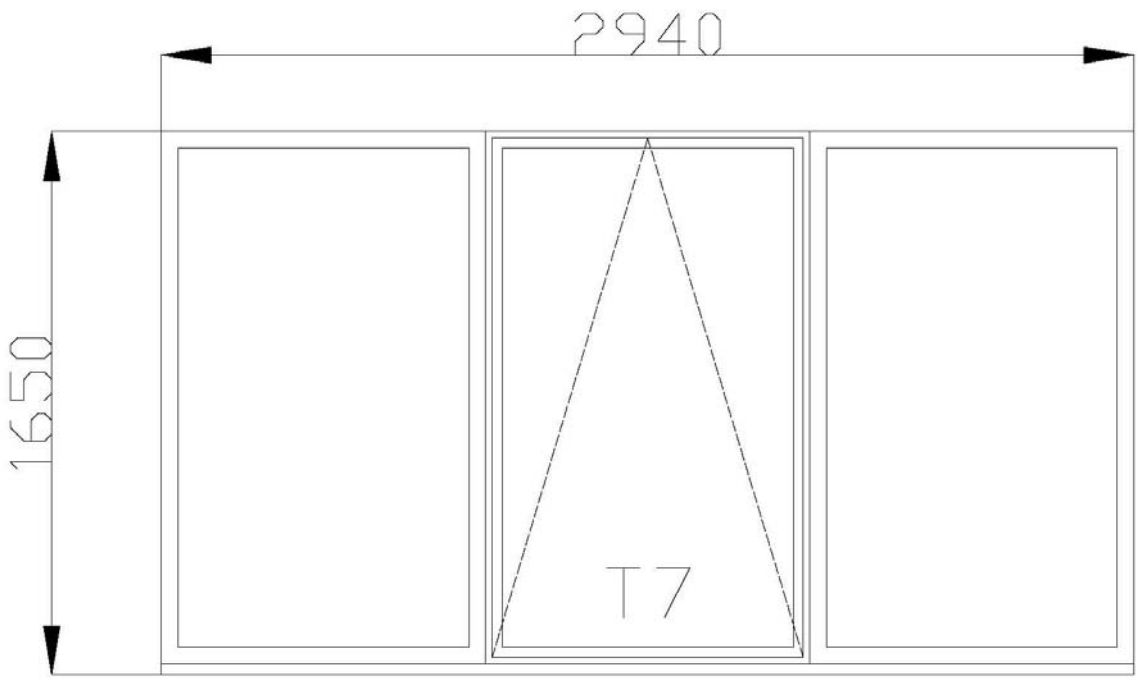
Item	WINDOW REPLACEMENT SCHEME
6.00	Schedule of Glazing



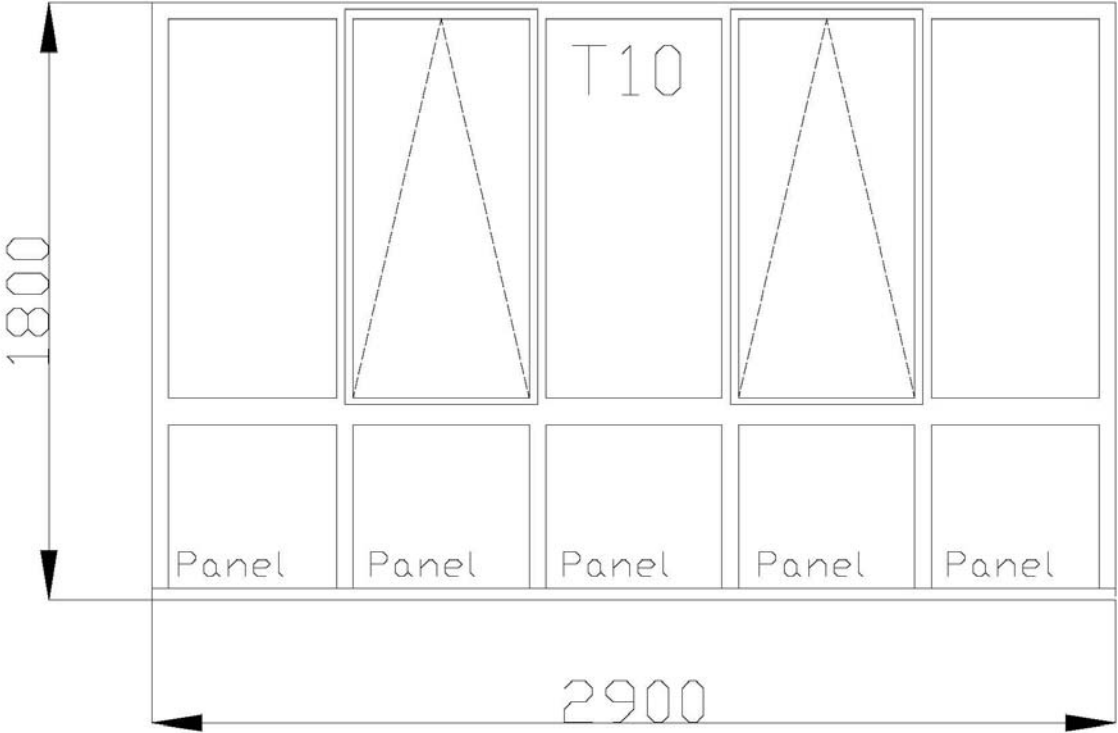
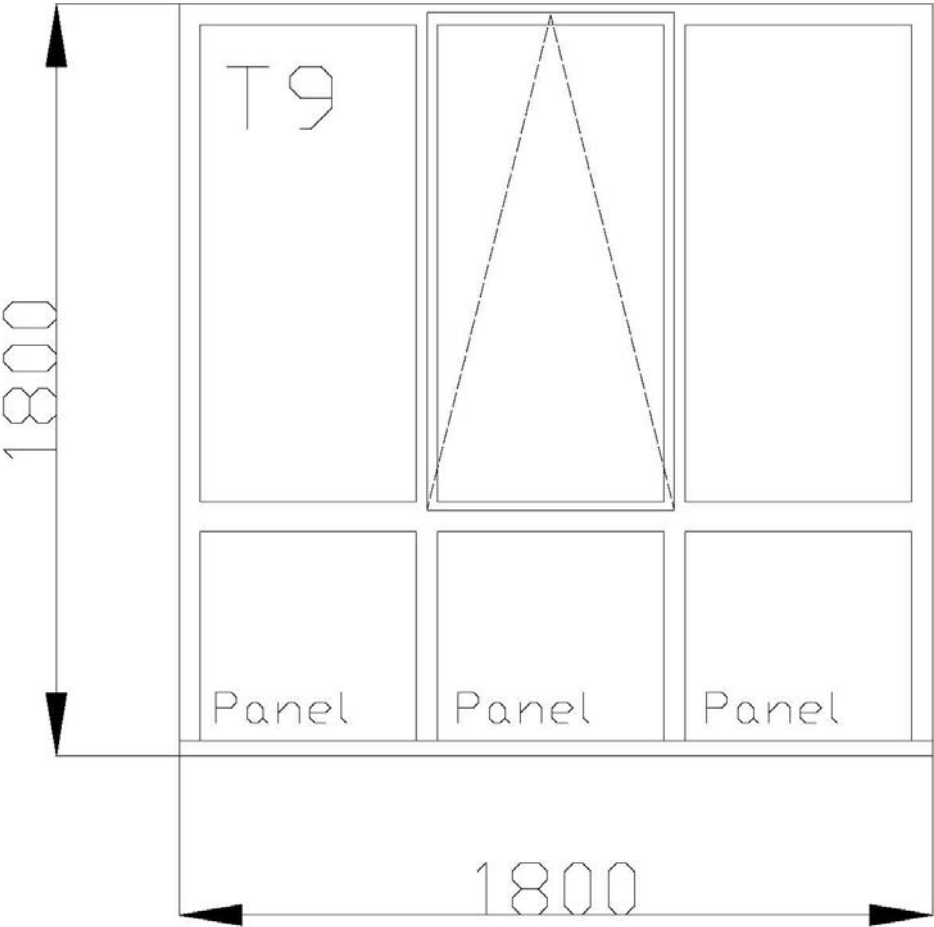
Item	WINDOW REPLACEMENT SCHEME
6.00	Schedule of Glazing



Item	WINDOW REPLACEMENT SCHEME
6.00	Schedule of Glazing

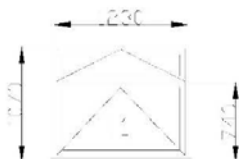
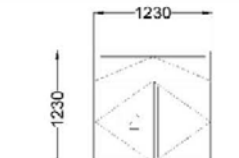
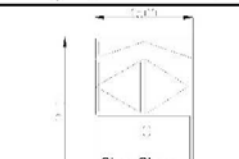
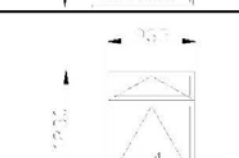
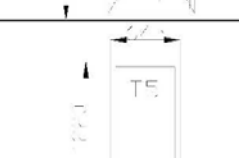
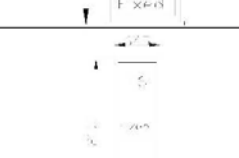
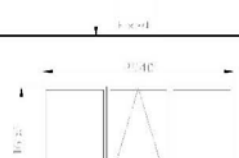
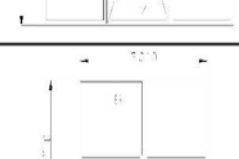
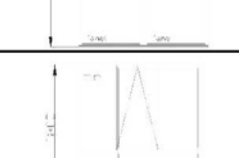
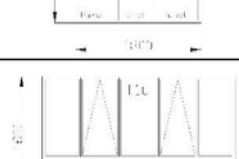


Item	WINDOW REPLACEMENT SCHEME
6.00	Schedule of Glazing



## Item WINDOW REPLACEMENT SCHEME

## 6.00 Schedule of Glazing

Window	Type	Size (W x H)	Unit Cost (£)	No.	Total (£) (Cost x No.)
	T1	1230 X 1070 (including 11 No obscure glazed windows)		First Floor: 17	
				Ground Floor: 17	
	T2	1230 X 1230		First Floor: 17	
				Ground Floor: 16	
	T3	1500 X 2100		First Floor: 12	
				Ground Floor: 12	
	T4	935 X 1230		First Floor: 2	
				Ground Floor: 2	
	T5	645 X 1220		First Floor: 3	
				Ground Floor: 3	
	T6	645 X 2100		First Floor: 3	
				Ground Floor: 3	
	T7	2940 X 1650		First Floor: 1	
	T8	2010 X 2100		Ground Floor: 1	
	T9	1800 X 1800		First Floor: 1	
	T10	2900 X 1800		First Floor: 4	
Sub Total (carried forward to Collection Sheet) £					



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# **Window Replacement Scheme**

## **Section 7 Dayworks**

<b>Item</b>	<b>WINDOW REPLACEMENT SCHEME</b>
-------------	----------------------------------

<b>7.00</b>	<b>Dayworks</b>
-------------	-----------------

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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# **Window Replacement Scheme**

## **Section 8 Preliminary Costs**

## WINDOW REPLACEMENT SCHEME

### PRELIMINARY COSTS

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

<b>FIXED COSTS</b>		
<b>TOTAL TO COLLECTION SHEET</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 SHEET</b>		<b>B</b>



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# **Window Replacement Scheme Collection Sheet**

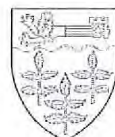
## WINDOW REPLACEMENT SCHEME

	£	p
Schedule of Glazing (Page 62)		
Preliminary Cost (A) (Page 66)		
Preliminary Cost (B) (Page 66)		
<b>Total Carried Forward to Form of Tender £</b>		



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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 Housing), Civic Centre, Tannery Lane, Ashford, TN23 1PL.
<b>1.2</b>	<b>Principal Designer :</b> Ashford Borough Council represented by Rueben Brown (Building Surveyor, Planned Maintenance)
<b>1.3</b>	<b>Principal Contractor (where appropriate):</b> TBA
<b>2.0</b>	<b>TITLE OF PROJECT:</b>  <b>Window Replacement Scheme</b>
<b>3.0</b>	<b>Contract No. :</b>  <b>WIN/17/1</b>
<b>4.0</b>	<b>SCOPE OF WORKS:</b>  Replace All Windows With New UPVC Units
<b>5.0</b>	<b>LOCATION:</b>  <b><i>Little Chequers, Wye, Ashford:</i></b> <i>Martin House Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27</i>
<b>6.0</b>	<b>Key Dates</b>
<b>6.1</b>	<b>Planned Construction Phase start :</b> 8 <sup>th</sup> January 2018
<b>6.2</b>	<b>Planned Construction Phase Finish:</b> 16 <sup>th</sup> March 2018
<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 –</b> to be notified before works commence
<b>8.0</b>	<b>EXISTING ENVIRONMENT (<i>existing services, surrounding land use, ground conditions, etc.</i>):</b>
<b>8.1</b>	Residential properties –flats (no lifts) (older persons accommodation)
<b>8.2</b>	Properties are on a residential housing estate
<b>8.3</b>	There will be high car and foot traffic levels
<b>8.4</b>	Properties will be occupied during the course of the works
<b>8.5</b>	Parking and deliveries will need careful consideration and planning
<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>	<b>Safe Access</b> - Tenants, the public and the workforce will have access to, and be milling in and around, work areas so the contractor must be mindful and aware of the dangers arising therefrom. Exclude residents and visitors from work areas beneath first floor flats whilst windows are being undertaken. Maintain safe access to and around dwellings and gardens.

## Pre-Construction Information Continued

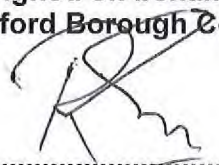
9.2	<b>Electrical Power Tools</b> – Electrocuting and Maiming - where possible use battery powered/rechargeable tools or, where not, 110v centre tapped. Avoid trailing cables and, apart from drills, only use power tools in a protected compound area remote from dwellings and individuals. Do not leave power tools unsupervised and accessible to the public, and be particularly vigilant around children.
9.3	<b>Slips and Trips</b> - Segregate tenants and the public from work areas, store/place unfixed materials sensibly and safely, and clear rubbish as it accumulates. Keep work areas clear at all reasonable times.
9.4	<b>Dust</b> – removing windows, cutting back plaster will generate dust. Provide screening to prevent migration of dust from work areas. Operatives to use PPE and tools fitted with dust suppression devices.
9.5	<b>Noise and Vibration</b> – The works will generate some noise and vibration, which represent a potential danger to workers, tenants, and the public. Use appropriate PPE and observe sound level and duration thresholds required under the relevant legislation
9.6	<b>Concealed Services</b> – The contractor is to locate all concealed services which may be disturbed by, and constitute a danger to, operatives, residents, or the public; and ensure that all operatives are aware of their locations and the danger they represent.
9.7	<b>Manual Handling</b> – Existing windows will have to be removed and new installed, all of which are heavy and awkward to handle. Larger window units will require a minimum of two people to handle. The contractor must observe the maximum weight restrictions (20Kg) for lifting by a single operative and use teamwork for anything heavier or cumbersome.
9.8	<b>Fire Risk</b> – The contractor must comply with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation.
9.9	<b>Asbestos</b> – R & D surveys have been commissioned for a representative flat and communal areas and the report will be given to the contractor. The contractor must ensure that all operatives are made fully aware of the results, the location, nature, and condition of any ACM's identified. Should any additional suspected ACMs be found (not previously identified by the R & D survey), they must be immediately reported to the Employer (Principal Designer). The Employer will make an assessment and, if appropriate, order testing. Any ACMs confirmed must be dealt with in accordance with the Control of Asbestos Regulations 2012.
9.10	<b>Electrical Safety</b> - Only use N.I.C.E.I.C. approved electricians to carry out any such work required for the replacement operation.
9.11	<b>Gas Safety</b> - Only use Gas Safe Registered Operatives (for the appropriate ACOPS categories) for any works required involving gas installations or appliances.
10.0	<b>RECORD INFORMATION:</b>
10.1	<b>Asbestos Survey Information:</b> A Refurbishment and Demolition survey of a representative flat and all of the communal areas has been commissioned and the results will be made available before the contract starts.
10.2	<b>Health and Safety File Information provided:</b> None
10.3	<b>Drawings provided:</b> Elevation drawings and individual window drawings including approximate sizes.
10.4	Liaise with residents affected to secure goodwill and cooperation for the duration of the works.
10.5	Provide an appropriately qualified and experienced supervisor to direct and oversee all trades.
10.6	Ensure the correct use of PPE at all times, e.g. hard hats, eye protection, masks and gloves.

Name (in BLOCK CAPITALS)

Signed on behalf of  
Ashford Borough Council

Date

Principal Designer: RUEBEN BROWN



30.10.17



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# **Contractors Performance Appraisal**

Surveyor's  
Initials

**Contractor:**

(Scale 0 – 6)

## 11. Progress in relation to programme

**13.** Prompt submission of invoices

**16. Production of Health & Safety File (if appropri**

[illegible]Updated February 2015

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

WEEK NO.

17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	Average

D VALUATIONS (Scale 0 – 5)

Description

- 12. Accuracy of claims

PAYMENT NUMBER

10	11	12	13	14	15	16	17	18	Average

WEEKLY MEETINGS

Date

Surveyor Signature

Contractor Signature



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# **Customer Satisfaction Survey**

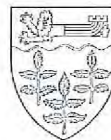
## Housing

Direct Line: (01233)

Ask For:

E-mail:

Date:



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Name

Add1

Add2

Add3

Add4

Add5

### CUSTOMER SATISFACTION SURVEY Planned Maintenance Section

**PROJECT**

**CONTRACT NO.**

**CONTRACTOR**

**SURVEYOR**

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

---

**1. Consideration shown for tenants, neighbours and the public**

Excellent

☐

Satisfactory

☐

Requires improvement

☐

**2. Professional and courteous conduct**

Excellent

☐

Satisfactory

☐

Requires improvement

☐

**3. Completing the works within a reasonable timescale**

Excellent

☐

Satisfactory

☐

Requires improvement

☐

**4. Cleanliness of site**

Excellent


☐

Satisfactory

☐

Requires improvement

☐

(Continued overleaf) 

Name, Add1, Add5

**5. Standard of workmanship**

Excellent ☐ Satisfactory ☐ Requires improvement ☐

**6. Overall end result**

Excellent ☐ Satisfactory ☐ Requires improvement ☐

---

**Any comments on the work?**

.....

.....

.....

.....

We want to make it easier for you to tell us what you think and to get involved in the management of your home and neighbourhood.

Please tick the way(s) you would like to get involved;

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Monitoring Group        | <input type="checkbox"/> Estate Inspections | <input type="checkbox"/> Telephone Survey |
| <input type="checkbox"/> Tenant & Resident Group | <input type="checkbox"/> Mystery Shopping   | <input type="checkbox"/> Email Survey     |
| <input type="checkbox"/> Focus Groups            | <input type="checkbox"/> Postal Survey      | <input type="checkbox"/> Online Feedback  |

**Your Telephone Number**

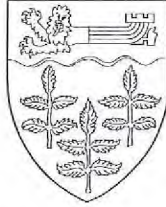
**Email Address**

Are you happy for a member of the tenant's panel to contact you to discuss getting involved?

☐ Yes ☐ No

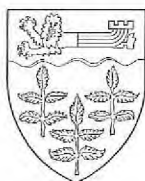
**Thank you for completing this questionnaire,  
it will help us to improve the service we offer to you.**

**Please return your completed questionnaire in the  
postage paid envelope enclosed **



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## **Satisfaction Note**



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## SATISFACTION NOTE

TENANT'S NAME: .....

ADDRESS: .....

TEL. NO. ....

CONTRACTOR: .....

I confirm that the **WINDOW 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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## **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.*



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## **Tender Evaluation Criteria**

## **Tender Evaluation Criteria**

The tenders will be evaluated using the following weightings;

Price: 70%

Quality: 30%

### **Price**

70 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 70% 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 85%</b>	<b>Points</b>
1	500	$(425 \div 500) \times 100 = 85$	$(70 \times 85) \div 100$	59.50
2	622	$(425 \div 622) \times 100 = 68.3$	$(70 \times 68.3) \div 100$	47.81
3	425			70
4	440	$(425 \div 440) \times 100 = 96.5$	$(70 \times 96.5) \div 100$	67.55
5	625	$(425 \div 625) \times 100 = 68$	$(70 \times 68) \div 100$	47.60

### **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 30% of the total score.

1. Please tell us how many sheltered accommodation or extra care schemes your company has worked on in the last 3 years. Please give details of the scheme and the works carried out and how you will use this experience on this contract. 55%
2. Please give details of additional measures which your company will put in place while working on this sheltered accommodation scheme where many of the residents may be elderly or vulnerable. 25%
3. Please give details of the measures your company will put in place to ensure that your staff are vetted suitably to work with the vulnerable tenants of this scheme. 20%

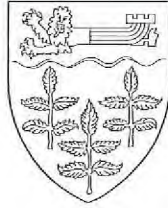
The tenderer will be required to submit a response to the Quality section on a sheet of A4 (10 font).

<b>Tender</b>	<b>Quality score</b>	<b>Calculation</b>	<b>Convert to 15%</b>	<b>Points</b>
1	2	$(2 \div 20) \times 100 = 10$	$(30 \times 10) \div 100$	3
2	3	$(3 \div 20) \times 100 = 15$	$(30 \times 15) \div 100$	4.5
3	7	$(7 \div 20) \times 100 = 35$	$(30 \times 35) \div 100$	10.5
4	10	$(10 \div 20) \times 100 = 50$	$(30 \times 50) \div 100$	15
5	30			30

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

Tender	Points awarded for Price	Points awarded for Quality	Points Total	
1	59.50	3	62.50	
2	47.81	4.5	52.31	
3	70	10.5	80.50	
4	67.55	15	82.55	Winning Bidder
5	47.60	30	77.60	

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

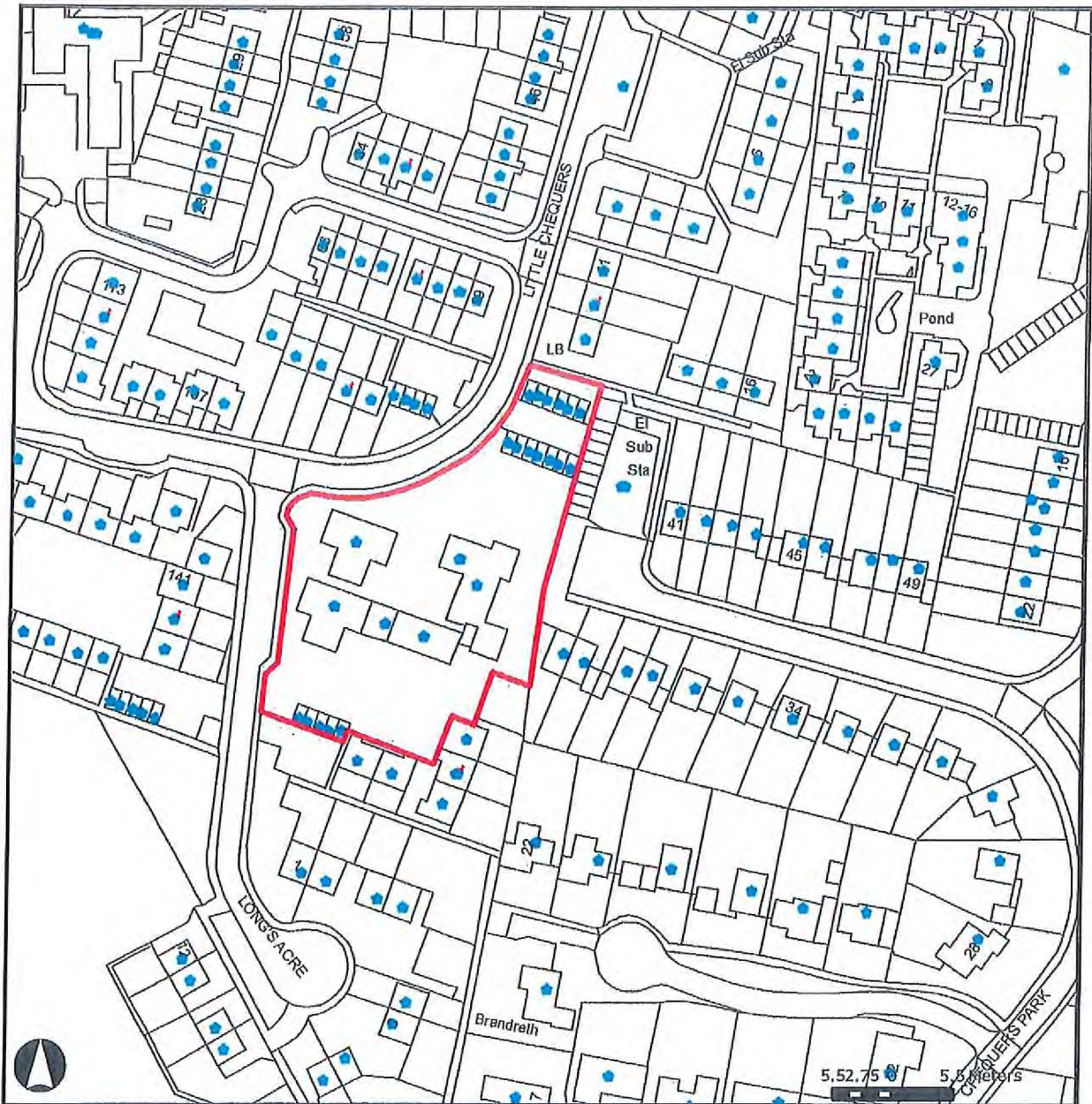


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## **Site Plan**



# Martin House Site Plan 1:250



LLPG



Parish Boundary



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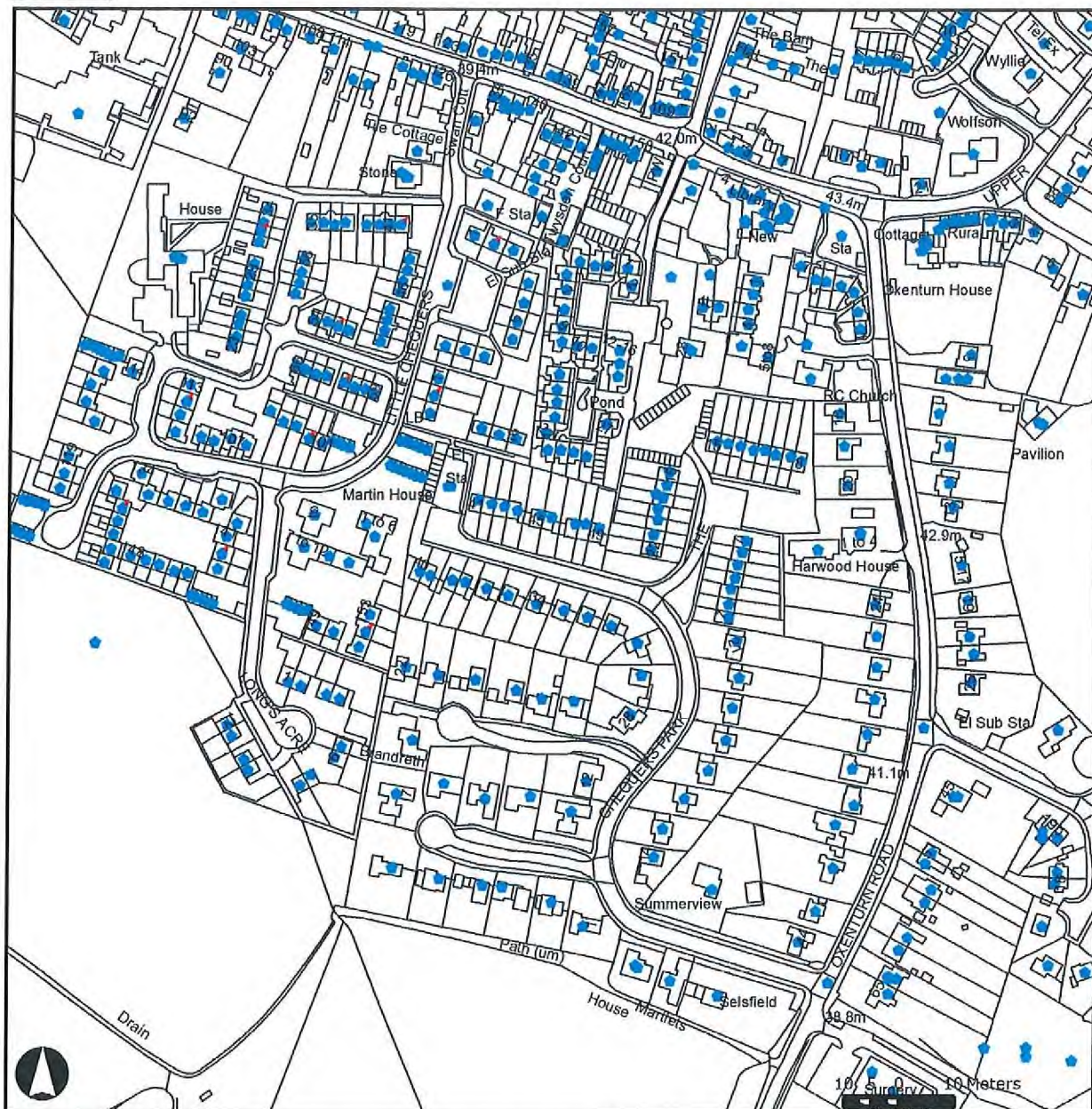


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## **Location Plan**



# Martin House Location Plan 1:2500



LLPG

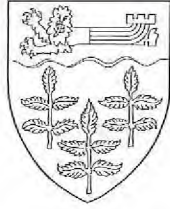


Parish Boundary



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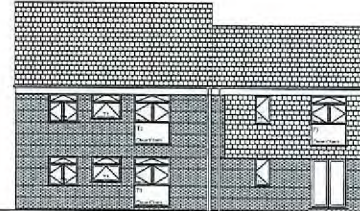
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## **Drawings**

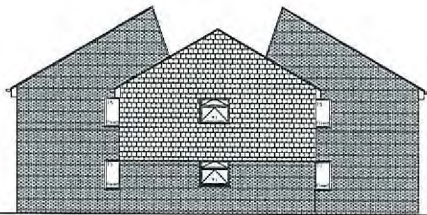
ALL WINDOWS ARE TO BE REPLACED WITH WHITE UPVC DOUBLE GLAZED UNITS



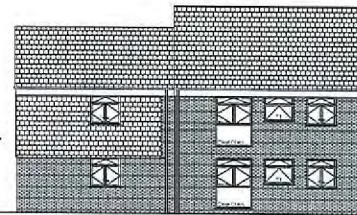
22 - 27 Martin House - Front Elevation - Proposed



22 - 27 Martin House - Side Elevation - Proposed



22 - 27 Martin House - Rear Elevation - Proposed



22 - 27 Martin House - Side Elevation - Proposed



22 - 27 Martin House, Wye  
Replacement Window Scheme -  
All Windows Are To Be Replaced in White UPVC

Proposed Elevations

WIN17/1A - 1:100@A1 - 19.10.17



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Community and Housing

Prepared: 19.10.17  
Drawn: 19.10.17  
Checked: 19.10.17

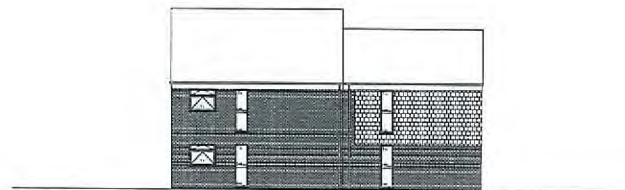
ALL WINDOWS ARE TO BE REPLACED WITH WHITE UPVC DOUBLE GLAZED UNITS



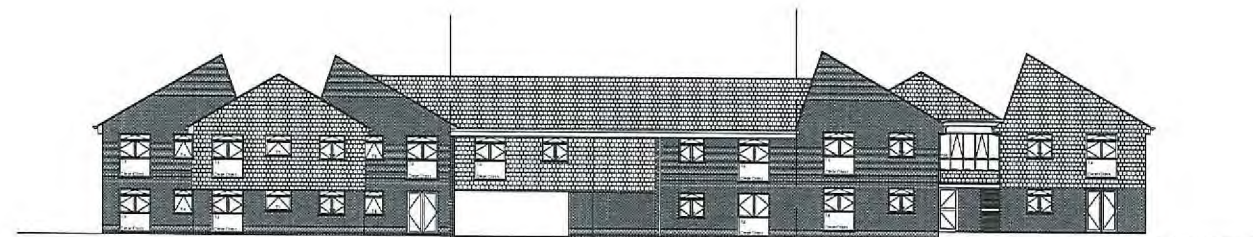
7-12 Martin House - Front Elevation - Proposed

13-15 Martin House - Front Elevation - Proposed

16-21 Martin House - Front Elevation - Proposed



16-21 Martin House - Side Elevation - Proposed



16-21 Martin House - Rear Elevation - Proposed

13-15 Martin House - Rear Elevation - Proposed

7-12 Martin House - Rear Elevation - Proposed



40000

7-12, 13-15 & 16-21 Martin House, Wye, Replacement Window Scheme - All Windows Are To be Replaced in White UPVC

(7 - 12) & (13 - 15) & 16 - 21 Martin House, Wye, Replacement Window Scheme - All Windows Are To be Replaced in White UPVC

Proposed Elevations

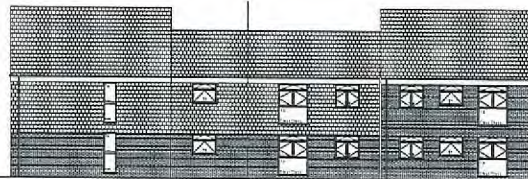
WIN/17/1/B - 1:100@A1 19 10 17



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For further information, please contact the Planning and Building Control Department on 01233 373333 or visit our website at www.ashford.gov.uk

ALL WINDOWS ARE TO BE REPLACED WITH WHITE UPVC DOUBLE GLAZED UNITS



7-12 Martin House - Side Elevation - Proposed

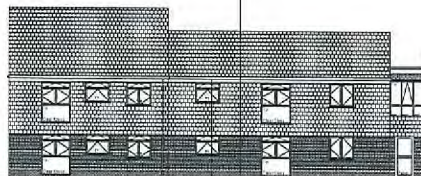
1-8 Martin House - Side Elevation - Existing



7-12 Martin House - Side Elevation - Proposed



1-6 Martin House - Front Elevation - Proposed



1-6 Martin House - Side Elevation - Proposed

7-12 Martin House - Side Elevation - Proposed



NOTES

(1 - 6) & (7 - 12) Martin House, Wye, Kent.  
Replacement Window Scheme -  
All Windows Are To Be Replaced In White UPVC  
Proposed Elevations

WIN/17/1/C - 1:100@A1 18.10.17



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For Further Information, Please Refer To The  
1. 10.17  
2. 10.17  
3. 10.17