

PRELIMINARIES AND CONDITIONS OF CONTRACT

- 1 CONTRACT The successful contractor will be required to enter into a formal contract using the Joint Contracts Tribunal's Agreement for Minor Building Works. The Conditions of Contract contained therein are to be read in conjunction with and as a part of this specification.
- Submission of the Contractor's estimate will be deemed to imply familiarity with and conformance to these conditions of contract.
- The following conditions will apply:
- Defects Liability Period
6 months
- Date for Possession
Immediately after signing the contract
- Date for Completion
To be stated by the Contractor on the Form of Tender
- Period for Honouring Certificates
14 days
- Percentage of Certified Value Retained
5%
- Limit of Retention Fund
5% of the contract sum
- Period of Final Measurement and Valuation
6 months
- 1.1 INTERPRETATION The term architect shall be construed to mean surveyor.
- The terms directed, selected or approved shall be construed to mean directed, selected or approved by the surveyor.
- The term surveyor shall be construed to refer to Richard Birchall Associates.
- Where the word *allow* occurs the cost of this item is at the risk of the Contractor.
- 1.2 CONTRACTOR TO VISIT SITE Before tendering the Contractor shall visit the site and satisfy himself as to the local conditions, the accessibility of the site, the full extent and character of the operation, the supply and conditions affecting labour and the execution of the contract generally as no claim on the grounds of want of knowledge in such respects will be entertained.
- 1.3 ACCESS TO THE SITE Access is as according to the particulars page.
- The Contractor is to be responsible for making all the necessary arrangements with all adjoining owners and occupiers and meeting any costs involved.

1.6 TENDER

The Contractor is to submit his tender for the works on the form provided and is to return his tender to the surveyor by the date set out in the particulars.

The Contractor's tender is solely to be based on this specification.

In arriving at his tender figure the Contractor is to insert a price against each individual item in the specification.

The Contractor's tender is to include inter alia for the following:

All labour, materials, plant, tools, equipment, scaffolding and any other thing required for the due performance of the works.

All insurances whether statutorily required or otherwise, graduated contributions and the like including specifically insurance against any claim arising from or payment due to the following:

Employer's Liability Act, Workmen's Compensation Act, National Insurance (Industrial Injuries Act) or National Insurance Acts and Third Party, fire, theft and burglary insurance.

Note: The existing building premises will be insured against fire by the owner. The Contractor is to insure the new works and his plant, tools and equipment.

Contributions in respect of holidays with pay schemes, training schemes, statutory National Insurances, supplementary pension, redundancy schemes, guaranteed time and the like.

Office overheads, supervision and profit.

Transport of labour, materials, plant and all other things to, from and about the site.

Indemnifying the employer against all claims of whatsoever nature arising out of the due performance of the works and insuring against all such claims.

All other factors likely to affect the amount of the tender whether specifically mentioned herein or not.

The employer does not bind himself to accept the lowest nor any tender, nor to pay the cost of preparing tenders.

The submission by the Contractor of a tender will be deemed to imply that he has complied with or is willing to comply with all the requirements of this specification and of the form of contract described. No claim arising from a plea of ignorance of site circumstances, specification or contract requirements will be allowed.

1.7 FIXED PRICE

The tender figure will not be subject to any addition or omission in respect of variation in price of labour, materials, haulage or other costs.

If any items whether in the preliminaries or other parts of this specification be not priced, the Contractor will be deemed to have made due allowance thereof in the rates for other items.

1.8 PC AND
PROVISIONAL
SUMS

Where PC or provisional sums are included in this specification they will be regarded as being subject to omission from the final account and replaced therein by the ascertained cost of the work involved.

In the case of PC sums, Contractor's profit and attendance or fixing only will also be subject to adjustment on a pro rata basis.

Where provisional sums are included in this specification, they are intended to be inclusive of all profit and other factors and require no amendment or addition by the Contractor.

Where PC sums are included in this specification the Contractor is to add if he so wishes for profit and attending on specialist where work is described as to be executed by specialist and for profit and fixing where the work is described as to be supplied only.

PC sums for materials supplied must be considered nett, subject only to 5% cash discount and the Contractor must add for profit, handling and return of empty cases etc. No allowance will be made for loss of cash discount due to non-payment by the Contractor of any accounts within the required period.

PC sums for the work executed complete by a nominated sub-Contractor will be a nett amount of the sub-Contractor's agreed account, subject only to a 2.5% cash discount. The General Contractor is to allow for profit and attendance which shall be deemed to include the following:

Giving all dimensions and taking responsibility for the accuracy of the same.

Providing the necessary working and storage space.

Unloading, providing access, storing and protecting as required.

Providing free and full use of all scaffolding and plant required for the proper execution of their work.

Assembling as necessary and fixing as described.

1.9 PROVISIONAL
QUANTITIES

Provisional quantities stated in the specification shall be subject to re-measurement on completion.

- 1.10 **CONTINGENCIES** Include the provisional sum stated in the particulars for contingent or unforeseen works to be expended or deducted from the Contractor's final account in whole or in part as described by the surveyor.
- 1.11 **VARIATIONS AND EXTRAS** The Contractor shall, when authorised by the surveyor, vary by way of extra or omission from the specification, such authorisation to be sufficiently approved in writing, signed by the surveyor, but the Contractor shall make no variation without such authorisation. The specification must be taken to include any items which are not actually specified, but would be obviously required fully to complete the works, the cost of the same to be included in the tender.
- When extra costs are authorised by the surveyor the cost is to be notified to the surveyor within seven working days with full supporting details.
- The Contractor will not be allowed to plead verbal orders as an excuse for any omissions, deviations or extra work and will be required to produce a written order for each and every variation.
- 1.12 **DAY WORK** Day work rates are to be supplied for tradesmen and labourers with the submission of the Contractor's form of tender.
- 1.13 **SPECIAL WORK** When other Contractors engaged in any work usually undertaken by builders are engaged by the client either to provide material for subsidiary or special work to carry out such work during the course of erection of a building, the building Contractor shall be paid 5% on the amount of all such contracts to cover water, ordinary scaffolding, watching etc and in case the surveyor order the Contractor to pay such sums the Contractor is to be paid a further 5% on the amount paid by him.
- 1.14 **ATTENDANCE** The Contractor shall provide all attendance, loading and unloading, cutting away and making good in all trades and after all trades. Where operations require the attendance of one trade upon another the cost of such attendance is to be allowed for. Carry out all cutting away and making good as may be required to complete the works.
- 1.15 **SUB-LETTING** No part of the works shall be sub-let to other persons without the written authority of the surveyor.
- 1.16 **CONNECTIONS** The Contractor shall provide for making connections for water, electricity, gas, drainage or other services required and pay all fees incurred.
- 1.17 **EXISTING SERVICES** The Contractor will be required to maintain existing services at all times.

1.18 **GIVE NOTICE AND PAY FEES** The Contractor shall give all notices to water, gas, lighting and power companies and to the Post Office and shall allow them facilities for removing any fixtures, fittings or services which may belong to them.

The Contractor shall serve all notices on the Local Authority and carry out all the works to their entire satisfaction. The Contractor shall make allowance for payment of any District Surveyor's or Building Inspector's fees.

The Contractor is to allow for paying all other fees, charges, rates or taxes which may be due to statutory and local authorities as a result of carrying out the works.

1.19 **STATUTORY REQUIREMENTS** The Contractor shall allow for complying with all bye-laws and regulations of the Local and Statutory Authorities and/or police regulations which may affect the carrying out of the works.

The Contractor should note that roadside containers for the reception of rubbish or building materials may not be placed upon public highways without first obtaining a license from the Local Authority. The Contractor is to take the advice and obtain the permission of the police and Local Authority with regard to the traffic movement, access to the site and parking of vehicles, hoists, rubbish skips and other plant in the vicinity of the site including the restricting of any parking meters and is to allow here for any extra cost arising should any works need to be executed out of normal working hours because of restrictions imposed by the police or Local Authority.

1.20 CONDAM

The Contractor is to comply with the Construction (Design & Management) Regulations and Approved Code of Practice.

The Contractor will be expected to comply with the regulations as laid down, in respect of both design and construction.

Upon award of the contract, the Contractor is to assume and adopt the function and duties of the Principal Contractor and Planning Supervisor all as set out in the documents.

The Contractor as Planning Supervisor shall:

Produce a Health & Safety plan before commencement of works.

Continually assess the design in terms of its impact upon Health & Safety during the construction phase.

Prepare a Health & Safety File.

Co-ordinate the contributions of the various members of the design team and ensure satisfactorily liaison between them and the Principal Contractor.

The Contractor as Principal Contractor shall:

Develop the Health & Safety plan related to the site activities and conditions.

Co-ordinate the activities of different contractors and their responsibilities for Health & Safety.

Manage construction work including if necessary to direct contractors to ensure they comply with Health & Safety laws.

Manage access to the site.

Update the Health & Safety File.

Display and communicate information.

Consult with employees and the self employed.

Following return of tenders and upon request the contractor is to furnish to the Employer's Agent within 7 days an outline of his Health & Safety plan together with a signed undertaking that sufficient financial resources have been allocated within his tender and sufficient time will be allocated within his programme for the Health & Safety plan to be fully implemented.

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| 1.27 | MATERIALS AND WORKMANSHIP | <p>All materials and workmanship are to be the best of their respective kinds or as described herein. The relevant BS Specification for any material will be regarded as the minimum quality which will be acceptable. All materials used in the work shall be new unless specifically stated otherwise and shall be to the satisfaction of the surveyor.</p> <p>None but fully qualified, competent tradesmen shall be employed by the Contractor and the whole of the works shall be carried out and completed in the best and most substantial manner consistent with good practice.</p> <p>Current codes of practice and manufacturer's printed recommendations and instructions are to be followed.</p> <p>The surveyor shall have the right to reject such materials and condemn such workmanship as do not comply with the other conditions of this specification.</p> |
| 1.28 | WORK DURING FROSTY WEATHER | <p>No paintwork, brickwork or other work liable to become damaged by frost may be carried out during frosty weather.</p> <p>The Contractor will be held solely responsible for such action and will make good at his own expense any damage resulting.</p> |
| 1.29 | FOREMAN IN CHARGE | <p>A competent foreman/charge hand must be present on site during working hours and should possess copies of drawings / specification and be fully brief on the scope and nature of the contract.</p> |
| 1.30 | FINISHING | <p>The Contractor shall allow for supplying, fixing, adjusting and finishing all materials and elements necessary to complete the work unless specifically stated otherwise in this specification.</p> |
| 1.31 | SAMPLES | <p>The Contractor is to provide the surveyor with samples of materials if and when requested during the course of the work.</p> |
| 1.32 | TESTS | <p>Any tests which are carried out and found to be satisfactory will be deemed to be included in the contract. If found unsatisfactory, the costs of rectifying the fault and the unsatisfactory test will be responsibility of the Contractor.</p> |
| 1.33 | PROGRAMME | <p>The successful tenderer will furnish the surveyor with a full programme for completion of the works, in bar chart or similar approved format, before a contract is entered into and a date for commencement is to be specified.</p> |
| 1.34 | PROCEDURE | <p>To be agreed at the pre-contract meeting.</p> |

- 1.35 SPECIFICATION AND DRAWINGS Four copies of all documents shall be furnished free of cost to the Contractor for his own use until the completion of the contract.
- One copy of the documents shall be kept on site and to be accessible at all reasonable times to the surveyor or his authorised representative. All discrepancies in the specification are to be immediately reported to the surveyor before proceeding with the item concerned.
- 1.36 CONDUCT OF THE WORKS The works are to be carried out with care and diligence expeditiously and continuously once the successful Contractor has gained possession of the site and to prevent his own workmen from trespassing on those parts of the site not the subject of these works or an adjoining property.
- The Contractor is to take all reasonable steps to exclude the trespass of unauthorised persons on the site and the premises shall be locked and secured against outside intrusion during the contract period. The Contractor is to be held responsible for the care of the works until their completion including all risks from weather, carelessness of operatives and sub-Contractors, damage or loss by theft or any other cause.
- The Contractor is to maintain and protect the landlord's and public property and is to make good or pay for reinstatement of all damage thereto.
- The Contractor shall not use the site for any purpose other than that directly required to carry out the works.
- 1.37 CONVENIENCE The Contractor shall, in carrying out the works, consider the convenience of the occupants of the premises in regard to the hours of working, the time of delivery of the materials, the approaches to be used and the order of executing the work, and shall at all times maintain convenient means of access and continuous use and efficient occupation of the premises.
- Working hours are to be restricted to the hours of 08:00 to 18:00 from Monday to Friday and 08:00 to 13:00 on Saturdays. No work may be carried out on Sundays, Bank Holidays or at any other time without the prior agreement in writing of the surveyor.
- The Contractor is to allow for executing work which may cause annoyance to the occupiers of the adjoining premises at times as may be directed.
- The Contractor shall protect the works, goods, materials, plant and public footways and streets from damage and indemnify the employer against any third party claims in connection with carrying out the works.
- No concrete or mortar shall be mixed on the public highway without protecting it from cement stains.
- 1.38 EXPEDITING THE WORK If the Contractor for the purpose of expediting the work or any other reason shall arrange for the working of overtime so that the work may be completed in every respect and ready for use within the time stated then any extra cost thereby incurred shall be at his own expense unless the cost of such overtime has been specifically authorised by the surveyor in writing.

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SCHEDULE OF TRADES AND MATERIALS

DEMOLITIONS

2.1

GENERALLY

All materials which are to be taken down, except those items salvageable are to become the property of the Contractor who is to remove them from the site.

2.2

SALVAGE

All items salvageable whether specifically mentioned or otherwise are to be stored to await the client's instructions. In the case of doubt the surveyor is to be consulted for instructions.

EXCAVATION AND EARTHWORK

- 2.3 ANTIQUITIES All lead, coins or antiquities on the site are to be at once handed over to the surveyor.

POINTING

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| 2.4 | FACING
BRICKWORK | Rake out to a depth of 22mm, brush out debris, wet and repoint with 1:1:6 pointing mix, tinted as required with the joints finished to match existing in all respects. |
| 2.5 | DEFECTIVE
REVEALS | <p>All defective and open reveals between windows and door frames and adjoining walls are to be raked out and repointed to give a sound watertight joint against rainwater penetration.</p> <p>Mastic sealant is to be used except where the joint exceeds 5mm in which case a sand and cement joint is to be constructed.</p> |

PLUMBING AND MECHANICAL ENGINEERING INSTALLATION

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| 2.6 | PVC PIPEWORK | All exposed PVC pipework is to be in black. |
| 2.7 | SOAKERS AND FLASHINGS | <p>New soakers and flashings are to be in Code 4 lead.</p> <p>Soakers width to be 200mm length of slate, with a 75mm upstand against each abutment.</p> <p>For step flashings: 175mm upper edge stepped to match brickwork, wedged and mortared 25mm into brickwork, dressed down over upstand to soakers.</p> |
| 2.8 | GUTTERING | All new guttering to be PVC Key Terrain. Include for brackets, stop ends, angles, outlets with perforated balloon guards and connections including special continuity pieces to remaining existing gutters; all to be laid to correct falls and supported at minimum 900mm centres. Make good all works disturbed. |
| 2.9 | RAINWATER GOODS | <p>All new rainwater pipes to be PVC Key Terrain to include hoppers, shoes, connections and swan necks.</p> <p>Include for renewing defective caulking and other joints, renewing fixings to walls and making good to walls and other work disturbed.</p> |
| 2.10 | EAVES GUTTERING | <p>Where accessible clean out all gutters and rod downpipes.</p> <p>Protect all hopper heads with galvanised wire mesh.</p> |

CARPENTRY AND JOINERY

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| 2.11 | FRAMING | All work shall be properly formed together and all notches shall be formed to a neat workmanlike finish and be free from saw overcuts. |
| 2.12 | JOINTING | All members shall be accurately cut and scarfed where necessary and securely spiked and bolted together in an approved manner. |
| 2.13 | INFERIOR TIMBER | Timber which is, in the opinion of the surveyor, inferior in quality or condition, or is not suitable for the requirements of the work shall not be used. No timber of exceptionally light weight shall be used. |
| 2.14 | DEFECTIVE
TIMBER | The whole of the timber for the joinery is to comply with the requirements of BS 1186 and to be sound, well cut and free from warp or other deformation, and from rot, worm, beetle or other infestation and shall not contain large, loose or dead knots, wavy edges, shakes, splits or twisted grain. |
| 2.15 | SEASONING | All timber is to be properly seasoned by either air-seasoning or kiln seasoning, and all timber must be free from seasoning defects, such as case hardening, honeycombing, etc at the time of delivery. |
| 2.16 | MOISTURE
CONTENT | The moisture content of timber as delivered shall comply with the requirements of BS 1186 or be a percentage as may be approved by the surveyor having regard to the positions in which the timber is to be fixed. |
| 2.17 | PLYWOOD | The plywood is to comply with BS 1455 Grade 2 bonding M.R. WBP or Marine as specified |
| 2.18 | DEFECTIVE JOINTS | If the joints or any joiner's work should open in the least before the payment of the final balance, such defective joinery is to be taken out, refitted and redecorated, or new joinery put in place and any work disturbed around must be made good at the Contractor's own expense. |
| 2.19 | SCREWED JOINTS | Where joinery is described as screwed, it is to be secretly fixed with screws or countersunk screwed and pelleted. |
| 2.20 | LININGS | The prices for all linings shall include tongued angles. |
| 2.21 | TONGUES | The prices for all labours to tongues or work hereinafter described as tongued must include for the necessary grooves in connection therewith. |
| 2.22 | WEATHER
PROTECTION | All joinery immediately after being delivered is to be stored and protected from the weather. All joinery that is to be painted shall be primed on all faces, exposed or hidden. |

- 2.23 FRAMING All framing to be properly morticed, tenoned and wedged up in the most approved fashion and to be framed and put together as soon as possible after the works are commenced and allowed to dry for as long a period as possible before being wedged up.
- 2.24 DAMAGE Generally the Contractor is to allow for protecting joinery from damages at all stages of the works and for repairing at his own expense any members or items that may be bruised or otherwise damaged or disfigured..
- 2.25 FIXING
IRONMONGERY The Contractor shall allow for fixing all ironmongery and shall include for selecting and using the appropriate brass screws and for fixing all striking plates, sockets etc and removing and refixing ironmongery as may be required for Painter and the oiling and adjusting as necessary and leaving perfect on completion.
- 2.26 DOOR FRAMES,
DOORS AND OTHER
JOINERY WORKS All new doors, skirts, molding, cornices, picture and dado rails are to be matched up to the existing figures and to be primed on all surfaces prior to fixing..
- 2.27 TIMBER DECAY Should any form of timber decay (woodworm, wet or dry rot etc) be discovered on the premises by the Contractor he shall notify the surveyor immediately, who will specify any required works or eradication, which will be treated as an extra..
- 2.28 SASH WINDOWS Overhaul means remove existing sash beading surround and replace with new to match existing, cut out full lengths of putty where defective and re-putty existing glass, renew cracked, damage, missing and wartime glass, renew all sash cords in nylon, adjust sash balances and repair pulley wheels etc, renew all defective or damaged timber members to match existing, remove all existing ironmongery and make good, point all around the frames externally with mastic or sand and cement as appropriate. Allow for fixing all new ironmongery, ease and adjust sashes to leave in working order.

GLAZIER

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| 2.29 | PUTTIES | <p>All defective, loose and missing putties to windows are to be hacked out and made good with linseed oil putty to timber windows and metal casement putty to metal windows. Putties to be cleaned off on the inside and any disturbance to internal decorations made good..</p> |
| 2.30 | NEW GLASS | <p>All glass unless otherwise described is to be OQ quality sheet glass to match existing as BS 952 back putties, sprigged, front putties and cut off to clean lines.</p> <p>Before glazing, rebates should be cleaned out and primed one coat of approved primer.</p> <p>Glazing to wood sashes is to be bedded in linseed oil putty complying with BS 544.</p> <p>Patent hard setting putty is to be used for metal frames.</p> <p>All glazing in doors is to be bedded in expanded polystyrene strip and fixed with beads.</p> <p>Allow for replacing any broken or cracked panes of glass and making good to leaded lights..</p> |
| 2.31 | LEAVE PERFECT | <p>Clean and polish glass and leave perfect on completion of the contract.</p> |

PAINTERS AND DECORATORS

2.32 PREPARATION WORK

All windows and doors are to be painted open and fixtures and fittings removed and refixed later when necessary. Leave windows and doors free and easy opening on completion.

Before painting or varnishing are proceeded with every possible precaution is to be taken to keep down dust.

Where stucco is unkeyed, crumbling or powdery these areas are to be cut back to a sound surface and replastered.

All cracks in plaster shall be cut out to a vee joint and made good with an approved filler.

Crevices and nail holes shall be stopped with prepared stopping of an approved make. To all junctions between plasterwork and other materials fill as above for cracks.

2.33 PAINTS

All paints are to be obtained from Dulux (ICI Paints, Wexham Road, Slough, Berkshire), or other specified manufacturer and shall be applied in accordance with the manufacturers recommendations. All colours are to be selected by the surveyor.

The paints shall be thoroughly mixed or stirred before use. They shall be so stored as to minimise exposure to extremes of temperature.

Thinning of paint materials, when necessary, shall be carried out with the type of thinners and in the proportions recommended by the manufacturer of the paint.

The patent knotting shall be of the best quality consisting only of Shellac dissolved in methylated spirit and free from resin or Naphth.

- 2.34 APPLICATION The painting and sealing internally shall not be done unless the area is clean and free from dust.
- No exterior or exposed painting shall be carried out under adverse weather conditions such as extremes of temperature, or during rain, fog etc. No paint shall be applied to surfaces structurally or superficially damp and all surfaces must be ascertained to be free from condensation, dirt etc before the application of each coat.
- All primers shall be applied by brush. Subsequent coats may be applied by brush, spray or roller unless otherwise directed.
- No priming coats shall be applied until the surfaces have been inspected and the preparatory work has been approved by the surveyor. The surveyor reserves the right to inspect and approve undercoats and finishing coats between stages. For this purpose all priming and finishing coats will be of different colours.
- Each coat of paint shall be allowed to harden off before the next is applied. An interval of at least 24 hours shall be allowed between each coat of oil paint, or emulsion paint on wallpaper, and six hours between each coat of emulsion paint in other locations.
- Each coat when dry shall be properly rubbed down before the application of the following coat. Any new paintwork found to be defective is to be well rubbed down to remove blemishes and a further coat of finishing paint applied..
- 2.35 WALLPAPERING Size all walls which are to be wallpapered. Prepare all walls, except where otherwise indicated, and provide, prepare and hang paper to the choice of the surveyor.
- All papers are to be graded for shade before hanging, accurately trimmed and hung with fresh clean paste with close fitting butt joints true to pattern and close to walls and well dressed tight into angles. Any paper showing air blisters or other defects is to be stripped and re-papered at the Contractor's expense..
- 2.36 LINING PAPER Where lining paper is indicated, all walls are to be prepared ready to receive paper and lined with 800 grade paper.
- Avoid overlapping joints to lining paper. Apply emulsion paint to fill joints prior to decorating.