



Specification

FirstPort Retirement Property Services Ltd

Homemoss House, Park Rd, Buxton, SK17 6TH

Fascia, Soffit, Barge Boards and RWG Replacement

July 2024

Project Number: 2024.00023.006

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Section 1
Preliminaries

A10 PROJECT PARTICULARS

110 THE PROJECT

Name: Homemoss House, Buxton

Nature: PVC-U Fascia, Soffit, Barge Boards and RWG Replacement Specification.

Location: 169 Park Rd, Buxton SK17 6TH

Length of contract: 6 Weeks; exact duration to be confirmed by contractor with tender return.

120 EMPLOYER (CLIENT)

Name: Homemoss House, Buxton c/o FirstPort Retirement Property Services.

Address: 169 Park Rd, Buxton SK17 6TH

Contact: Anne-Marie Bentley

FirstPort's Registered Office: Queensway House, 11 Queensway, New Milton, Hampshire, BH25 5NR

FirstPort's Contact: National Technical Manager

130 PRINCIPAL CONTRACTOR

Name: TBC

Address: TBC

Contact: TBC

Telephone: TBC

E-mail: TBC

140 CONTRACT ADMINISTRATOR (CA)

Name: AHR Building Consultancy Ltd.

Address: Norwich Union House, High Street, Huddersfield, West Yorkshire. HD1 2LF.

Contact: Joseph Luxon-Rooney

Telephone: 447803848355

E-mail: Joseph.Luxon-Rooney@ahr.co.uk

Tender Queries to:

As above

Contractor to note: The tender return is to be sent to AHR Building Consultancy Ltd in Huddersfield (head office) as detailed on the tender return form.

150 PRINCIPAL DESIGNER

Name: AHR Building Consultancy Ltd

Address: Norwich Union House, High Street, Huddersfield HD1 2LLF

Contact: Mr Philip Facey

Telephone: 01484 537 411

E-mail: philip.facey@ahr.co.uk.

160 BUILDING CONTROL/ APPROVED INSPECTOR

Name: Quadrant Ltd.

Contact Address: Unit 7, Silkwood Park, Fryers Way, Wakefield. WF5 9TJ.

Contact: Mr Rhys Whitehead

Telephone: 01924 688096

Email: rhys@quadrantai.co.uk

A11 TENDER AND CONTRACT DOCUMENTS

110A DRAWINGS

The drawings are for Contractor's reference only.
The Contract Drawings: The same as the tender drawings.

AHR Drawings:

001 – Site/Location Plan

002 – Existing & Proposed Elevations

OTHER DOCUMENTS

Appendix A – Asbestos Report Information

160 PRECONSTRUCTION INFORMATION

Format: The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries and other tender documents.

A12 THE SITE/ EXISTING BUILDINGS

110 THE SITE

Description: Homemoss House, Buxton c/o FirstPort Retirement Property Services.

120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

Description: Homemoss house is a 3-storey assisted living building, it is the only building on site as it's surrounded by garden and stone walls. The property has a mix of 37 apartments.

180 HEALTH AND SAFETY FILE

Availability for inspection: The Health and Safety File for the site/ building may be seen by appointment during normal office hours at: Development Manager's Office.

Other documents: As noted in the file.

Arrangements for inspection: Via the Development Manager.

200 ACCESS TO THE SITE

Description: Vehicle & Pedestrian Access can be found from Park Road.

210 PARKING

Restrictions on parking of the Contractor's and employees' vehicles: The contractor will be reserved 1no. car park space on site during the contract.

220 USE OF THE SITE

General: Do not use the site for any purpose other than carrying out the Works.

The contractor may use the welfare facilities located on site.

- Storage of materials: Storage is permitted on site.

230 SURROUNDING LAND/ BUILDING USES

General: Adjacent or nearby uses or activities are as follows: Residential and communal buildings..

240 HEALTH AND SAFETY HAZARDS

General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened. However the following hazards are or may be present:

Asbestos Containing Material:

After review of the properties certificate for identification of asbestos fibres, the report identified the presence of chrysotile asbestos within certain areas of soffit boards which will most likely require replacement.

Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.

250 SITE VISIT

The contractor shall visit the site and ascertain for himself the scope of the work and the conditions of the same in respect of, or with reference to, all matters affecting the execution of the works described in this Specification. He must also satisfy himself as to the facilities for access and storage of materials, plant, etc., and other site conditions. No claims will be entertained as a result of his failure to do so. All queries relating to specification are to be raised in writing with the Contract Administrator.

Arrangements for visit: Contractor should make an appointment to visit site with the Contract Administrator.

Arrangements for visit: Contractor should make an appointment to visit site with the Area Manager.

Name: Anne Marie Bentley

Telephone: 07749401629

Email: anne-marie.bentley@firstport.co.uk

A13 DESCRIPTION OF THE WORK

120 THE WORKS

Description: The scope of the contract comprises the complete renewal of the scheme's existing fascias, soffits, barge boards and rainwater goods for PVC-U in accordance with the schedule of works. (Please reference drawing 002 – Existing & Proposed Elevations)

A20 JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN

The Contract: JCT Minor Works Building Contract with Contractor's Design 2016 Edition.
Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

First - THE WORKS AND THE CONTRACT ADMINISTRATOR

The work comprises: the complete replacement of the existing fascias, soffits, barge boards and rainwater goods as per the specification.

Architect/ Contract Administrator: See clause A10/140.

Second - CONTRACTOR'S DESIGNED PORTION

The Works include the design and construction of:

PVC-U fascias, soffits, barge boards and rainwater goods.

Third - CONTRACT DOCUMENTS

Contract drawings: As listed in clause A11/120.

Contract documents: The following have been prepared which show and describe the work to be undertaken: Contract Drawings and Work schedules.

Fourth - PRICED DOCUMENTS

Documents to be priced or provided by the Contractor: Contract specification.

THE ARTICLES

3 - ARCHITECT/ CONTRACT ADMINISTRATOR

Architect/ Contract Administrator: See clause A10/140.

4 and 5 - CDM / PRINCIPAL CONTRACTOR

Principal Designer: See clause A10/150.

Principal Contractor: See clause A10/130.

CONTRACT PARTICULARS

Fifth Recital and Schedule 2 - BASE DATE

Base date: July 2024

Fifth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)

Employer at base date is a 'contractor' for the purposes of the CIS.

Sixth Recital - CDM REGULATIONS

The project is not notifiable.

Seventh Recital - FRAMEWORK AGREEMENT

Framework agreement: Does not apply.

Details:

Date: N/A.

Title: N/A.

Parties: N/A.

Eighth Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

Collaborative working: Supplemental Provision 1 does not apply.

Health and safety: Supplemental Provision 2 does not apply.

Cost savings and value improvements: Supplemental Provision 3 applies.

Sustainable development and environmental considerations: Supplemental Provision 4 does not apply.

Performance indicators and monitoring: Supplemental Provision 5 does not apply.

Notification and negotiation of disputes: Supplemental Provision 6 applies.

Where Supplemental Provision 6 applies, the respective nominees of the parties are:

- Employer's nominee: To Be Advised
- Contractor's nominee: TO BE COMPLETED BY CONTRACTOR

Or such replacement as each party may notify to the other from time to time.

Article 7 - ARBITRATION

Article 7 and Schedule 1 apply.

Clause 2.3 - COMMENCEMENT AND COMPLETION

Works Commencement date: TBC 2024.

Date for Completion: 6 weeks from the date of Commencement of the Works.

Clause 2.9 - LIQUIDATED DAMAGES

At the rate of £500.00 per calendar week or pro-rata thereto.

CLAUSE 2.11 - RECTIFICATION PERIOD

Period: 6 months from the date of practical completion.

The contractor will be held responsible for all defects appearing before the expiration of the defect's liability period. The defects liability period will be twelve months' duration and will commence from the date on the practical completion certificate.

CLAUSE 4.3 - INTERIM PAYMENTS

Interim Valuation Dates:

- The first Interim Valuation Date is: To be advised during the pre-start meeting.
- Thereafter at intervals of: To be advised during the pre-start meeting.

Payments due prior to practical completion:

- Percentage of total value of the work etc.: 95 per cent.

Payments becoming due on or after practical completion:

- Percentage of the total amount to be paid: 97½ per cent.

Payment to be made within 28 days, from the date on Payment Certificate(s).

A sum of £1,500.00 will also be omitted from the penultimate payment certificate at practical completion until 'snagging' items and outstanding items as listed on the 'Schedule of Defects', or other issued format, have been completed to the satisfaction of the Contract Administrator. The penultimate certificate shall state to what the progress payment relates and the basis on which the amount of the certificate has been calculated. The final date for payment of the amount so certified shall be 28 days from the date of issue of that certificate.

Clause 4.8.1 - SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED

Period: Three months from the date of practical completion.

Clause 5.3 - CONTRACTOR'S PUBLIC LIABILITY INSURANCE - INJURY TO PERSONS OR PROPERTY

The required level of cover for any one occurrence or series of occurrences arising out of one event:

- Not less than: £5,000,000.00.

Clauses 5.4A, 5.4B and 5.4C - INSURANCE OF THE WORKS, ETC. - ALTERNATIVE PROVISIONS

Clause 5.4A (Works insurance by Contractor) and 5.4C (Existing structures insurance by Employer in own name) applies.

Where clause 5.4.A or 5.4B applies.

Percentage to cover professional fees: 15 per cent.

Where clause 5.4.C applies:

- Insurance arrangements - details of the required policy or policies: To be advised during the pre-start meeting.

Clause 7.2 - ADJUDICATION

The Adjudicator is: To be nominated.

Nominating body: Royal Institution of Chartered Surveyors.

Schedule 1 paragraph 2.1 - ARBITRATION

Appointor of Arbitrator (and of any replacement): President or a Vice president of the: The Royal Institution of Chartered Surveyors.

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

EXECUTION

The Contract: Will be executed under hand. This is to be in the form of a letter based on the JCT Minor Works Building Contract with Contractor's Design 2016 Edition with the preliminaries appended. The contract documentation is to be passed initially to the Contractor for signing, whereupon two copies are to be returned to the Contract Administrator for onward transmission to the Employer for signing. One set is to be retained by the Employer and one copy returned to the Contract Administrator for onward transmission to the Contractor.

A30 TENDERING/ SUBLETTING/ SUPPLY

MAIN CONTRACT TENDERING

110 SCOPE

General: These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.

145 TENDERING PROCEDURE

General: In accordance with NBS Guide to Tendering for Construction Projects.

Errors: Alternative 2 is to apply.

160 EXCLUSIONS

Inability to tender: Immediately inform CA if any parts of the work as defined in the tender documents cannot be tendered.

Relevant parts of the work: Define those parts, stating reasons for inability to tender.

170 ACCEPTANCE OF TENDER

Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.

Costs: No liability is accepted for any cost incurred in the preparation of any tender.

190 PERIOD OF VALIDITY

Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 90 days.

Date for possession/ commencement: See section A20.

PRICING/ SUBMISSION OF DOCUMENTS

210 PRELIMINARIES IN THE SPECIFICATION

The Preliminaries/ General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7.

250 PRICED DOCUMENTS

Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.

Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.

Submit: With tender.

310 TENDER

General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

500 TENDER STAGE METHOD STATEMENTS

Method statements: Prepare, describing how and when the following is to be carried out: - All Works.

Method Statements: Submit within one week of request.

515 ALTERNATIVE TIME TENDERS

General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.

Date for completion: If any such tender is accepted the date for completion inserted in the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.

520 DESIGN DOCUMENTS

Scope: Include the following in the Contractor's Proposals:

Technical information: Fascia's, Soffits, barge boards and Rainwater Goods.
Submit: With tender.

530A SUBSTITUTE PRODUCTS

Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.

Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

No variations to the specification are to be carried out unless instructed by the contract supervisor in writing.

550 HEALTH AND SAFETY INFORMATION

Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.

Include:

A copy of the contractor's health and safety policy document, including risk assessment procedures.

Accident and sickness records for the past five years.

Records of previous Health and Safety Executive enforcement action.

Records of training and training policy.

The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

Submit: Within one week of request.

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

Content: Submit the following information within one week of request:

- Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
- Details of the management structure and responsibilities.
- Arrangements for issuing health and safety directions.
- Procedures for informing other contractors and employees of health and safety hazards.
- Selection procedures for ensuring competency of other contractors, the self-employed and designers.
- Procedures for communications between the project team, other contractors and site operatives.
- Arrangements for cooperation and coordination between contractors.
- Procedures for carrying out risk assessment and for managing and controlling the risk.
- Emergency procedures including those for fire prevention and escape.
- Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- Arrangements for welfare facilities.
- Procedures for ensuring that all persons on site have received relevant health and safety information and training.
- Arrangements for consulting with and taking the views of people on site.
- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- Review procedures to obtain feedback.

SUBLETTING/ SUPPLY

630A DOMESTIC SUBCONTRACTS

General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.

The Contractor is to note sub-subletting / sub-subcontracting is prohibited.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

110 DEFINITIONS

Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.

120 COMMUNICATION

Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.

Format: In writing to the person named in clause A10/140 unless specified otherwise.

Response: Do not proceed until response has been received.

130 PRODUCTS

Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.

Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

135 SITE EQUIPMENT

Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.

Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

140 DRAWINGS

Definitions: To BSRIA BG 6 A design framework for building services. Design activities and drawing definitions.

CAD data: In accordance with BS 1192.

145 CONTRACTOR'S CHOICE

Meaning: Selection delegated to the Contractor.

150 CONTRACTOR'S DESIGN

Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.

155 SUBMIT PROPOSALS

Meaning: Submit information in response to specified requirements.

160 TERMS USED IN SPECIFICATION

Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.

Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.

Supply and fix: As above, but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.

Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.

Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.

Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.

Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.

Refix: Fix removed products.

Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.

Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.

System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

170 MANUFACTURER AND PRODUCT REFERENCE

Definition: When used in this combination:

Manufacturer: The firm under whose name the particular product is marketed.

Product reference: The proprietary brand name and/ or reference by which the product is identified.

Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

200 SUBSTITUTION OF PRODUCTS

Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.

Reasons: Submit reasons for the proposed substitution.

Documentation: Submit relevant information, including:

- manufacturer and product reference;
- cost;
- availability;
- relevant standards;
- performance;
- function;
- compatibility of accessories;
- proposed revisions to drawings and specification;
- compatibility with adjacent work;
- appearance;
- copy of warranty/ guarantee.

Alterations to adjacent work: If needed, advise scope, nature and cost.

Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

210 CROSS REFERENCES

Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.

Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.

Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.

Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

220 REFERENCED DOCUMENTS

Conflicts: Specification prevails over referenced documents.

230 EQUIVALENT PRODUCTS

Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.

250 CURRENCY OF DOCUMENTS

Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

Additional copies: Issued on request and charged to the Contractor.

440 DIMENSIONS

Scaled dimensions: Do not rely on.

460 THE SPECIFICATION

Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions/ Tender Drawings.

DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

600A CONTRACTOR'S DESIGN INFORMATION

General: Complete the design and detailing of parts of the Works as specified.

Provide:

- Production information based on the drawings, specification and other information.
- Liaison to ensure coordination of the work with related building elements and services.

Master programme: Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and re-inspection.

620 AS BUILT DRAWINGS AND INFORMATION

Contractor designed work: Provide drawings/ information:

Details of the Installation Indicating Detail Design, Ancillary Equipment as Requested by the Contract Administrator.

Submit: At least two weeks before date for completion.

630 TECHNICAL LITERATURE

Information: Keep on site for reference by all supervisory personnel:

- Manufacturers' current literature relating to all products to be used in the Works.
- Relevant British, EN or ISO Standards.

640 MAINTENANCE INSTRUCTIONS AND GUARANTEES

Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.

Information location: In Building Manual.

Emergency call out services: Provide telephone numbers for use after completion.

A32 MANAGEMENT OF THE WORKS

GENERALLY

110A SUPERVISION

General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.

Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

The contractor shall keep on site a permanent qualified and competent site foreman for the full contract period. The contractor's supervisory foreman on site may be a working foreman if sufficiently proficient to perform the role and suitably qualified, experienced and fully briefed on the whole project and its specific health and safety requirements. The foreman will be responsible for liaising with occupants of the building concerning day to day access and working areas. The employer and CA reserve the right to require replacement of the foreman should the first or subsequent foreman be considered inappropriate for the role. The contractor will be required to submit a full CV for the site foreman within one week of request. The site foreman is to be suitably qualified in basic aid appropriate to the type of work being undertaken. The site foreman will be required to attend the pre-start meeting and subsequent progress meetings. No sub-contractors are to arrive on any site for the first time without being met, briefed and inducted by the main contractor's site manager.

120 INSURANCE

Documentary evidence: Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.

125 PROFESSIONAL INDEMNITY INSURANCE

Provide and maintain insurance in respect of Contractor Designed Works:

- Level of cover: Relates to claims or series of claims arising out of one event.
- Period of insurance for these purposes: one year.

Amount of indemnity required: £5,000,000.00.

Limit of cover for pollution/ contamination claims (If none is stated, the required level of cover shall be the full amount of the indemnity cover stated): £5,000,000.00.

Expiry of required period of CDP Professional Indemnity insurance: 6 years from the date of practical completion of the Works.

Documentary evidence: Submit details before starting work on site and/ or policies and receipts for the insurances required. Format: Hardcopy AND electronic scan at 300dpi.

130 INSURANCE CLAIMS

Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.

Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

140 CLIMATIC CONDITIONS

Information: Record accurately and retain:

Daily maximum and minimum air temperatures (including overnight).

Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

150 OWNERSHIP

Alteration/ clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

PROGRAMME/ PROGRESS

210 PROGRAMME

Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:

- Planning and mobilisation by the Contractor
- Subcontractor's work
- Work resulting from instructions issued in regard to the expenditure of provisional sums.
- Work by others concurrent with the Contract.

Submit one copy.

245 START OF WORK ON SITE

Notice: Before the proposed date for start of work on site give minimum notice of two weeks.

250A MONITORING

Progress: Record on a copy of the programme kept on site.

Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.

260 SITE MEETINGS

General: Site meetings will be held to review progress and other matters arising from administration of the Contract. It is proposed that these will take place as follows with dates to be advised in due course:

Frequency:

1no. Pre Start Meeting

1no. Interim Visit

1no. Final / Snagging / Commissioning Visit

Location: On site.

Accommodation: Ensure availability at the time of such meetings.

Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.

Chairperson: Contract Administrator.

290A NOTICE OF COMPLETION

Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.

- Associated works: Ensure necessary access, services and facilities are complete.
- Period of notice (minimum): Two weeks.

310 EXTENSIONS OF TIME

Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.

Details: As soon as possible submit:

- Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
- An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
- All other relevant information required.

CONTROL OF COST

420 REMOVAL/ REPLACEMENT OF EXISTING WORK

- Extent and location: Agree before commencement.
- Execution: Carry out in ways that minimize the extent of work.

430A PROPOSED INSTRUCTIONS

Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days. The contractor is not to work upon any third party instruction.

Variations: If any works which in the opinion of the contractor constitutes additional works he shall, before proceeding with the said works, give notice in writing or by telephone call (in an emergency) to the CA. If no notice is given to the CA before the execution of the work, the contractor shall have no claim for any extra costs.

All contingency sums and provisional sums are to be expended via CA instruction only.

460 INTERIM VALUATIONS

Applications: Include details of amounts requested under the Contract together with all necessary supporting information.

- Submission: At least seven days before established dates.

470 PRODUCTS NOT INCORPORATED INTO THE WORKS

Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the conditions of Contract, together with their respective values.

- Evidence: When requested, provide evidence of freedom of reservation of title.

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

110 INCOMPLETE DOCUMENTATION

General: Where and to the extent that products or work are not fully documented, they are to be:

- Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
- Suitable for the purposes stated or reasonably to be inferred from the project documents.

Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

120 WORKMANSHIP SKILLS

- Operatives: Appropriately skilled and experienced for the type and quality of work.
- Registration: With Construction Skills Certification Scheme.
- Evidence: Operatives must produce evidence of skills/ qualifications when requested.

130 QUALITY OF PRODUCTS

Generally: New. (Proposals for recycled products may be considered).

Supply of each product: From the same source or manufacturer.

Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.

Tolerances: Where critical, measure a sufficient quantity to determine compliance.

Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

Where reference is made to the British Standards Specification and the British Standards Code of Practice, the latest revision will apply. Where no particular standards are available, the materials are to be to the best of their respective kinds and to the approval of the Contract Administrator.

The contractor is to bring to the attention of the Manufacturer and the CA immediately, any discrepancy between the materials supplied, the manufacture's literature and site condition.

135 QUALITY OF EXECUTION

Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.

Dimensions: Check on-site dimensions.

Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.

Location and fixing of products: Adjust joints open to view so they are even and regular.

160 RELATED WORK

Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:

Appropriately complete.

In accordance with the project documents.

To a suitable standard.

In a suitable condition to receive the new work.

Preparatory work: Ensure all necessary preparatory work has been carried out.

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.

Changes to recommendations or instructions: Submit details.

Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.

Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

Where materials are specified by Manufacturer's name, a full set of the Manufacturer's instructions are to be retained on site and it is the Main Contractor's responsibility to ensure that these are strictly observed at all times. Bring to the attention of the CA any discrepancy between the schedule, or any instructions that are contrary to the Manufacturer's recommendations.

220 APPROVAL OF PRODUCTS

Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.

Approval: Relates to a sample of the product and not to the product as used in the Works.

Do not confirm orders or use the product until approval of the sample has been obtained.

Complying sample: Retain in good, clean condition on site. Remove when no longer required.

230 APPROVAL OF EXECUTION

Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.

Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately).

Do not conceal, or proceed with affected work until compliance with requirements is confirmed.

Complying sample: Retain in good, clean condition on site. Remove when no longer required.

SERVICES GENERALLY

410 SERVICES REGULATIONS

New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.

435 ELECTRICAL INSTALLATION CERTIFICATE

Submit: When relevant electrical work is completed.

Original certificate: To be lodged in the Building Manual (See A37)

445 SERVICE RUNS

General: Provide adequate space and support for services, including unobstructed routes and fixings.

Ducts, chases and holes: Form during construction rather than cut.

Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

450 MECHANICAL AND ELECTRICAL SERVICES

Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

525 ACCESS

Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.

540 DEFECTS IN EXISTING WORK

Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.

Documented remedial work: Do not execute work which may:

- Hinder access to defective products or work; or
- Be rendered abortive by remedial work.

560A TESTS/ INSPECTIONS AND TRAINING

Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.

Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time. Records: Submit a copy of test certificates and retain copies on site.

Prior to handover the contractor shall carry out a 100% check of all system components and the results of these tests will be formally recorded by means of a commissioning / test sheet. This sheet must be signed by a representative of the contractor as being an accurate record of the tests undertaken. A copy of the 100% commissioning / test sheet must be provided to the CA within one week of request.

In addition the CA is required to witness a minimum 10% commission of the system on behalf of the Employer at the point of handover. The person(s) nominated by the Employer (TBA) shall be fully trained in the operation of the system including the procedure for dealing with faults.

610 DEFECTIVE PRODUCTS/ EXECUTIONS

Proposals: Immediately any work or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.

Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

WORK AT OR AFTER COMPLETION

710 WORK BEFORE COMPLETION

General: Make good all damage consequent upon the Works.

- Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, ironmongery, appliances, and controls.

720 SECURITY AT COMPLETION

General: Leave the Works secure with, where appropriate, all accesses closed and locked.

Keys: Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.

730 MAKING GOOD DEFECTS

Remedial work: Arrange access with Contract Administrator.

Rectification: Give reasonable notice for access to the various parts of the Works.

Completion: Notify when remedial works have been completed.

A34 SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY

110A HEALTH & SAFETY (CDM REGULATIONS 2015)

The contractor is to allow for acting as 'Principal Contractor' as defined by the CDM Regulations 2015 even though it is expected that this project will not be notifiable to the Health & Safety Executive (HSE).

NOTE: The full extent of work is to be confirmed by the contractor. If the contractor considers that the contract duration will exceed 30 days, have more than 20 workers simultaneously or 500 person days of construction work they are to notify the CA at **Tender Stage**.

In any case the contractor must undertake all necessary risk assessments of the site in question and employ all suitably qualified and competent personnel to undertake the duties required as described within the specification/ schedule of works. The contractor is to allow for preparing all necessary method statements and risk assessments for the proposed works and forward to the CA for approval within one week of request.

130A PRODUCT HAZARDS

Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Workplace Exposure Limits. Common hazards: Not listed. Control by good management and site practice.

150 SECURITY

Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.

Access: Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property.

All operatives on each site must be provided with, and display at all times, an identification badge which is to include a current photograph of the operative, the operative's name, signature and company name within a sealed waterproof casing. Failure by individuals to comply will result in expulsion from site.

160 STABILITY

Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.

Design loads: Obtain details, support as necessary and prevent overloading.

170 OCCUPIED PREMISES

Existing buildings will be occupied and/ or used during the Contract as follows: Full Occupation.

Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users. Generally: The existing site will remain in full use throughout the contract period and the Contractor must ensure all areas are safe for the users of the site and access is maintained at all times.

210 EMPLOYER'S REPRESENTATIVES SITE VISITS

Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.

Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

PROTECT AGAINST THE FOLLOWING

330A NOISE CONTROL

Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimise noise levels during the execution of the Works.

Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

Restrictions: Do not use:

- Noisy appliances without consent outside the hours of 9.00am to 5.00pm
- Radios or other audio equipment

360A NUISANCE

Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.

Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

Generally: Contractors are reminded that all courtesy must be shown to the residents, members of staff and visitors during the execution of these works.

370 ASBESTOS CONTAINING MATERIALS

Duty: Report immediately any suspected materials discovered during execution of the Works.

- Do not disturb.
- Agree methods for safe removal or encapsulation with CA.

It is to be assumed, unless evidence is provided to the contrary, that there are asbestos containing materials on site. The contractor is to approach opening up works with extreme caution and should report any suspect materials to the Contract Administrator immediately upon discovery.

380 FIRE PREVENTION

Duty: Prevent personal injury or death, and damage to the Works or other property from fire.

Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').

390 SMOKING ON SITE

Smoking on site: Not permitted.

430 WASTE

Includes: Rubbish, debris, spoil, containers and surplus material.

Minimize: Keep the site and Works clean and tidy.

Remove: Frequently and dispose off site in a safe and competent manner:

- Non-hazardous material: In a manner approved by the Waste Regulation Authority.
- Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.

Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.

Waste transfer documentation: Retain on site.

PROTECT THE FOLLOWING

510A EXISTING SERVICES

Allow for protecting, taking off, temporarily supporting and fixing upon completion, any cables or services running adjacent to areas of work.

Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.

Identification: Before starting work, check and mark positions of mains/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.

Work adjacent to services:

- Comply with service authority's/ statutory undertaker's recommendations.
- Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.

Damage to services: If any results from execution of the Works:

- Immediately give notice and notify appropriate service authority/ statutory undertaker.
- Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
- Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.

Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

560 EXISTING FEATURES

Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.

570 EXISTING WORK

Protection: Prevent damage to existing work, structures or other property during the course of the work.

- Removal: Minimum amount necessary.
- Replacement work: To match existing.

580 BUILDING INTERIORS

Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.

The contractor is to allow for providing adequate polythene sheeting/protection to all surfaces, finishes and equipment at all times. The existing floor coverings, fixtures and fittings which are likely to be affected by dust and debris from the works must be thoroughly sheeted up to prevent spread of dust and debris throughout the building. The sheeting (to the floor) is to be taped to the perimeter of the floor covering (not walls or paintwork). If this is not adhered to the contractor will ensure that an industrial cleaning company are employed to thoroughly clean the carpets and all affected fixtures and fittings upon completion of the project.

600A EXISTING FURNITURE, FITTINGS AND EQUIPMENT

Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.

A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING

170 WORKING HOURS

Specific limitations: Contractor's Working Hours are to be between 9.00am and 5.00pm (Monday to Friday) only.

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

ACCOMMODATION

230 TEMPORARY ACCOMMODATION

Facilities: Use of the communal W.C and Residents Lounge is permitted as long as it is kept clean and tidy.

SERVICES AND FACILITIES

420A LIGHTING AND POWER

Supply: Electricity from the Employer's mains may be used for the Works as follows:

- Metering: Free of charge.
- Point of supply: TBC on site.
- Current: Alternating.
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

430 WATER

Supply: The Employer's mains may be used for the Works as follows:

- Metering: Free of charge.
- Source: TBC on site.
- Location of supply point: TBC on site.
- Conditions/ Restrictions: None.
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

440 TELEPHONES

Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone and confirm contact number to CA and Development Manager.

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

GENERALLY

110 THE BUILDING MANUAL

Responsibility: The Contractor

Content: Obtain and provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works, including all buildings and their systems to enable efficient and safe operation and maintenance.

Specific requirements: As 155A

Format: A4 Hardcopy & Electronic.

Number of copies: 2no.

Delivery to: CA by Date of Practical Completion.

155A CONTENT OF THE BUILDING MANUAL

General: Details of the works completed.

Fascia, soffit, barge board and RWG Replacements:

- Contractor Details
- Date Works completed
- Schedule of Works undertaken
- Finishes including colour references
- Product data sheets
- Maintenance details
- FENSA certificates / receipt / confirmation

160 PRESENTATION OF BUILDING MANUAL

Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.

Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.

As-built drawings: The main sets may form annexes to the Manual.

Section 2

Preambles

G20 CARPENTRY / TIMBER FRAMING / FIRST FIXING

950 PVC-U FASCIAS/ BARGES/ SOFFITS:

Manufacturer: [Contractor's Choice].

Material: [Cellular PVC-U core with impact modified PVC-U skin and containing no lead or cadmium].

Finish: [Smooth satin].

Colour: [To match existing].

Nominal depth: [To match existing].

Edge profile: [Ogee match existing].

Accessories: [All necessary trims, ends, and brackets].

Other requirements: [Soffit / Fascia ventilation to match existing].

Support: [50 x 38 mm preservative treated softwood at maximum 400mm centres].

- Provide additional support at joints.

Fixings: [35 mm screws with colour matched heads].

Installer: A contractor approved by the system manufacturer.

30 TIMBER BATTENS

General: Regularized softwood free from decay and insect attack (except ambrosia beetle damage).

Preservative treatment: As section Z12 and Wood Protection Association Commodity Specification C8.

- Type: Copper-organic.

Moisture content at time of fixing (maximum): 19%.

50 FIXING SHEETS

General: Secure to supports without producing distortion.

Fasteners: Evenly spaced in straight lines, in pairs across joints and sufficient distance from edge of sheet to prevent damage.

60 COVER STRIPS

General: Form straight runs in single lengths wherever possible.

Location and method of forming joints: Submit proposals where not detailed.

M60 CLEAR FINISHING (EXTERNAL DECORATION)

To be read with Preliminaries/ General conditions

100 CLEANING & WASHING DOWN OF PLASTIC

- Manufacturer: n/a
- Surfaces: Previously unpainted plastic

Clean out the interior of all gutters, rainwater heads, etc
Clean down the exterior of all gutters, downpipes etc.

Wash down the surfaces with soap and water, detergent solution, or suitable solvent, to remove all dirt, grease and other surface contaminants. Rinse off and, if necessary, leather off to produce a clean, dry surface free from watermarks or smearing.

The contractor shall regularly exchange the water used to clean down, ensuring that the water and all cleaning tools are kept suitably clear of dirt and debris.

All drip throats to windows shall be cleaned by using a soft-bristled brush.

R10 RAINWATER DRAINAGE SYSTEMS

PRODUCTS

350 PVC-U GUTTERS:

Standard: To the relevant parts of BS EN 607 and BS EN 1462, Kitemark certified.

Manufacturer: [Contractor's choice].

Product reference: [Submit proposals].

Recycled content: [Submit proposals].

Profile: [To match existing unless specified otherwise].

Nominal size: [To match existing unless specified otherwise].

Colour: [To match existing].

Brackets: [Contractor's choice].

Fixings: [Stainless steel screws].

Size: [As recommended by manufacturer].

Accessories: [Gutter stop ends and Leaf guards].

420 PVC-U PIPEWORK - EXTERNAL:

Standard: To BS EN 12200-1, Kitemark certified.

Manufacturer: [Contractor's choice].

Product reference: [Submit proposals].

Recycled content: [Submit proposals].

Section: [To match existing unless specified otherwise].

Nominal size: [Contractor's choice].

Colour: [To match existing].

Brackets: [PVC-U clips].

Fixings: [Stainless steel screws].

Size: [As recommended by manufacturer].

Accessories: [As required].

EXECUTION:

605 INSTALLATION GENERALLY:

Electrolytic corrosion: Avoid contact between dissimilar metals where corrosion may occur.

Plastics and galvanized steel pipes: Do not bend.

Allowance for thermal and building movement: Provide and maintain clearance as fixing and jointing proceeds.

Protection:

- Fit purpose made temporary caps to prevent ingress of debris.
- Fit access covers, cleaning eyes and blanking plates as the work proceeds.

610 FIXING AND JOINTING GUTTERS:

Joints: [Watertight].

Brackets: Securely fixed.

- Fixings: [Plugged and screwed into masonry].

Fixing centres: [To manufacturer's recommendations].

- Additional brackets: Where necessary to maintain support and stability, provide at joints in gutters and near angles and outlets.

Roofing underlay: Dressed into gutter.

616 SETTING OUT EAVES GUTTERS - LEVEL:

Setting out: Level and as close as practical to the roof.

Outlets: Aligned with connections to below ground drainage.

635 FIXING PIPEWORK:

Pipework: Fix securely, plumb and/ or true to line.

Branches and low gradient sections: Fix with uniform and adequate falls to drain efficiently.

Externally socketed pipes and fittings: Fix with sockets facing upstream.

Additional supports: Provide as necessary to support junctions and changes in direction.

Vertical pipes:

- Provide a loadbearing support at least at every storey level.
- Tighten fixings as work proceeds so that every storey is self-supporting.
- Wedge joints in unsealed metal pipes to prevent rattling.

Wall and floor penetrations: Isolate pipework from structure.

- Pipe sleeves: As section P31.

- Masking plates: Fix at penetrations if visible in the finished work.

Expansion joint pipe sockets: Fix rigidly to buildings. Elsewhere, provide brackets and fixings that allow pipes to slide.

650 JOINTING PIPEWORK AND GUTTERS:

General: Joint with materials and fittings that will make effective and durable connections.

Jointing differing pipework and gutter systems: Use adaptors intended for the purpose.

Cut ends of pipes and gutters: Clean and square. Remove burrs and swarf. Chamfer pipe ends before inserting into ring seal sockets.

Jointing or mating surfaces: Clean and, where necessary, lubricate immediately before assembly.

Junctions: Form with fittings intended for the purpose.

Jointing material: Strike off flush. Do not allow it to project into bore of pipes and fittings.

Surplus flux, solvent jointing materials and cement: Remove.

910 GUTTER TEST:

Preparation: Temporarily block all outlets.

Testing: Fill gutters to overflow level and after 5 minutes closely inspect for leakage.

915 MAINTENANCE INSTRUCTIONS:

General: At completion, submit printed instructions recommending procedures for maintenance of the rainwater installation, including full details of recommended inspection, cleaning and repair procedures.

920 IMMEDIATELY BEFORE HANDOVER:

Construction rubbish, debris, swarf, temporary caps and fine dust which may enter the rainwater system: Remove. Do not sweep or flush into the rainwater system.

Access covers, rodding eyes, outlet gratings and the like: Secure complete with fixings.

Section 3
Schedule of Works

SCHEDULE OF WORKS		Unit/ Rate	£
1.00	GENERALLY		
NOTE	The contractor must include within their tender submission this fully priced and quantified schedule		
1.01	The contractor is deemed to have visited the site prior to tendering in order to satisfy themselves with the scope of works. No additional costs will be payable due to contractor's lack of knowledge of the site or specified works.		
1.02	The contractor is to include for all necessary access equipment to complete the works in a safe manner in accordance with current HSE guidelines. The contractor is to confirm the type of access equipment included for within their tender submission.		
1.03	The contractor is to allow for the production of 1 no. sample fascia and soffit board along with sample sections of the Rainwater goods for approval and sign off by the CA. The sample is to be a true representation of what will be installed on site. The sample(s) will be left on site for review and comment.		
2.00	PRELIMINARY WORKS		
2.01	The contractor is to allow for temporarily relocating all external furniture i.e. communal benching, planters etc. to allow access for works around the scheme. Set aside at a specified location to be agreed with the CA. The contractor is to include for returning all furniture to original locations on completion of the works.		
2.02	The contractor is to allow for all necessary temporary boarding in order to protect existing landscaping / hardstandings from damage during the use of access equipment.		
2.03	The contractor is to include for appropriate health and safety signage to be displayed around the scheme whilst works are being undertaken i.e. 'operatives working at height' and 'no access' signage.		
2.04	The contractor must allow for closing off access to the areas in which they are undertaking works. They must also ensure that: • All scaffoldings and access equipment complies with HSE Guidelines. • Ladders used to access scaffolds are to be removed at the end of the day and adequately secured • Scaffolds are to be fenced off to prevent unauthorised access. • A safe system of working is to be adopted when working over conservatories and glazed roofs, etc. Adequate protection to both operatives and residents is required • Check the site to determine the whereabouts of all overhead cables and ensure a safe method of working is adopted to prevent an accidents from this risk • Ensure access and egress to the building is maintained at all times • All tools and materials are cleared away when work is not being undertaken • Tools are not left scattered on the ground • Trailing leads are avoided at all times		

	- Ladders and steps are not left unattended at any time - Whilst working from ladders, the immediate vicinity is cordoned off - Special care is taken whilst working in the vicinity of the front entrance and emergency door exits All barriers, materials and signage to be removed at the end of each working day, and on completion of the works.		
3.00	WORKING AT HEIGHT ARRANGEMENTS		
3.01	The contractor is to include for all necessary access equipment to complete the works in a safe manner in accordance with current HSE guidelines. Ensure that you include for the most appropriate form of access equipment for the works to be undertaken. The contractor is to confirm the type of access equipment included for within their tender submission. Access equipment to be used will be: 		
3.02	The contractor is to note that the use of ladders will not be permitted above 3m as works cannot be carried out in line with safe methods of working at height from a ladder above this height.		
3.03	The contractor will only be permitted to use door jamb bars as working at height equipment if the contractor can confirm that the existing door jambs are structurally capable of being used for the potential load required to prevent any falls from height.		
4.00	SCOPE OF WORK		
Note	Generally: The contractor is to allow for making good all affected surfaces during the works. All making good works undertaken by the contractor are match and finish flush with adjacent surfaces.		
4.01	FASCIAS, SOFFITS & BARGE BOARDS		
4.02	The contractor is to allow for carefully removing from site all existing fascias, soffits, barge boards and rainwater goods, including downpipes and all associated fixings.		
4.02	The contractor shall ensure that all existing roofing underlay's/breather membranes are protected during the works.		
4.03	The contractor shall allow for inspecting all underlying timbers to ensure they are free from decay / defect. If any decay / defects are found, they are to be reported to the CA immediately. The contractor shall allow a provisional sum of £3,000.00 for such unforeseen works.	£3,000.00	
4.04	The contractor is to make good existing masonry, including the removal of any redundant plugs, screws etc. from brickwork and dispose of from site. All existing fixing holes are to be filled with mortar to match existing.		
4.05	The contractor is to allow for the supply and installation of new PVC-U fascias, soffits, barge boards and PVC-U rainwater goods to the following areas:		

	- Please refer to drawing: 002 – Existing & Proposed elevations	
	The replacement fascias, soffits, barge boards and RWG will be in accordance with the preambles and performance specification detailed below.	
4.06	Fascia / Barge boards shall be constructed of high impact, 20mm thick board, acrylic modified, ultra-violet stabilised un-plasticised polyvinyl chloride (PVCU) conforming with the British Plastics Federation and British Board of Agreement standards and regulations.	
4.07	Soffit boards shall be constructed of high impact, 9mm thick board, acrylic modified, ultra-violet stabilised un-plasticised polyvinyl chloride (PVCU) conforming with the British Plastics Federation and British Board of Agreement standards and regulations.	
4.08	Secure the boards according to manufacturer's written instructions. Supply fascia, soffit and barge boards with ventilation blocks for constant airflow. Use colour match fixing pins and corner trims as required. Must be fixed to vertical timber battens (minimum width of 38mm). Boards fixed using stainless steel panel screws (quality A2, AISI 304) with coloured TORX T20 recessed head to the wooden supporting battens. All necessary aluminium sections must be pre-drilled and fixed according to the manufacture's recommendations. Any Movement in the metal sections (corner, bottom etc) must be isolated from the panels.	
4.09	Fascias, soffits and barge boards including all fittings are to have a fire classification of self-extinguishing grade and a class 1 surface spread of flame in accordance with BS 476: Parts 5 and 7 respectively. The width, colour and profile of the boards is to match the existing. Fascias, and soffits are to be supplied with a 20-year manufacturer's guarantee against discolouration, warping and cracking.	
4.10	All fascias, soffits and barge boards will be fixed according to manufacturer's instructions and recommendations. The required position of fixings will be determined by the manufacturer's instructions and recommendations (approx. 600mm centres).	
4.11	Care must be taken not to cause any damage to the existing building during the fixing process.	
5.00	ASBESTOS	
5.01	The contractor is to ensure that all operatives present on site have received sufficient asbestos awareness training and that all operatives have viewed the Asbestos Survey(s) on site prior to commencing works.	
5.02	The contractor is to stop works immediately if it is believed that further asbestos containing materials are discovered or suspected, that will be affected by the works or that is damaged and report this to the Contract Administrator immediately. Works to the area are not to re-commence until it has been confirmed by a suitably UKAS accredited and competent asbestos surveying	

	company / laboratory that the material has been tested for asbestos content and that it is safe to continue to work in the area.		
5.03	All asbestos removal works to be carried out by an HSE approved, UKAS accredited, specialist licensed asbestos removal contractor. All works to asbestos containing materials are to be undertaken in full accordance with the Control of Asbestos Regulations 2012, all HSE guidelines and Approved Code of Practice Work with materials containing asbestos L143.		
5.04	All asbestos waste is classed as hazardous waste and as such must be disposed of as per the "The Hazardous Waste (England & Wales) (Amendment) Regulations 2011". The carrier of the waste must hold a "Carriers License" issued by the Environment Agency.		
5.05	The contractor is to allow for the safe removal (by a licensed contractor in accordance with all current HSE guidelines) of asbestos containing material.		
5.06	Contractor to confirm proposed Asbestos Removal Sub-Contractor if required		
5.07	The waste asbestos material is to be removed from the work area and disposed of to a licensed asbestos tip in accordance with the regulations.		
6.00	RAINWATER GOODS REPLACEMENT		
6.01	The contractor is to allow for the supply and installation of new PVC-U rainwater goods to the following areas: - Full perimeter of the scheme including external garage building The replacement PVC-U rainwater goods will be in accordance with the performance specification detailed below.		
6.02	Rainwater goods shall be constructed of high impact, acrylic modified, ultra-violet stabilised un-plasticised polyvinyl chloride (PVCU) conforming with the British Plastics Federation and British Board of Agreement standards and regulations. Secure the rainwater goods according to manufacturer's written instructions. Supply and install with all necessary fixing brackets and accessories as required. All rainwater goods to comply with BS EN 607:2004, BS 4576-1:1989 and EN 12200-1:2000. Style and colour of rainwater goods to match the existing. To be supplied with a 10-year manufacturer's guarantee.		
6.03	Due to the existing downpipes being submerged into the surrounding concrete, the contractor will be required to cut around the downpipe and allow for installing a new accessible PVC-U gully to be connected to the existing underground drainage pipework.		
7.00	CLEAR SITE		
7.01	On completion of the works, allow for making good to all disturbed surfaces, thoroughly cleaning down all surfaces and removing all debris arising from site to the approval of the Contract Administrator.		
7.02	Allow for clearing site and carting away all debris to the complete satisfaction of the CA.		

7.03 Allow for thoroughly cleaning all adjacent areas of the building, which have been affected by any dust/debris created by the works, to the complete satisfaction of the CA.

8.00 OPTIONAL WORKS

8.01 Allow for cleaning down of PVC-U and metal elements as listed below in line with Preambles M60:100.

- Windows
- Doors

Contractor to note that these optional works will be decided by the Area Manager as to whether they will be go ahead, of which this is to be confirmed at the pre-start meeting for the project.

No costs can be claimed by the contractor if these works are not instructed to be carried out.

Section 4 Summary

SUMMARY

i	Contingency Sum	£2,000.00
ii	Provisional Sum for Timber Repairs	£3,000.00
1.00	Preliminaries	£
2.00	Preambles	£
3.00	Working at height arrangements	
4.00	Schedule of Work	£
Misc.	Any costs arising from compliance with CDM (<i>if applicable</i>)	£
	Sub Total carried forward to Form of Tender	£
	VAT	£
	Grand Total	£

Specific information required:

Breakdown of Section 3.00 Schedule of Work

1.00	General Conditions	£
2.00	Preliminary Works	£
3.00	Working at height arrangements	£
4.00	Scope Of Works	
4.01	Fascia & Soffits & Barge Boards	
	Elevation 01	
	Fascia / Barge Boards	£
	Soffits	£
	Elevation 02	
	Fascia	£
	Soffits	£
	Elevation 03	
	Fascia / Barge Boards	£
	Soffits	£
	Elevation 04	
	Fascia	£

	Soffits	£	
	Elevation 05		
	Fascia / Barge Boards	£	
	Soffits	£	
	Elevation 06		
	Fascia	£	
	Soffits	£	
	Elevation 07		
	Fascia / Barge Boards	£	
	Soffits	£	
	Elevation 08		
	Fascia	£	
	Soffits	£	
	Elevation 09		
	Fascia	£	
	Soffits	£	
	Elevation 10		
	Fascia	£	
	Soffits	£	
	Garage Elevation 01-05		
	Fascia	£	
	Soffits	£	
5.00	Asbestos	£	
	Asbestos Removal	£	
6.00	Rainwater Good		
a	Gutters		L m
b	Downpipes		L m
7.00	Clear Site	£	
8.00	Optional Work		
	Cleaning down of PVC-U and metal elements	£	
Note	The contractor is to confirm the proposed access equipment to be utilised on site:		

PLEASE NOTE YOUR TENDER WILL NOT BE ACCEPTED UNLESS THIS PAGE IS FULLY COMPLETED AND RETURNED

Section 5
Form of Tender

FORM OF TENDER

TENDER FOR: **Homemoss House, Buxton**
Fascia, Soffit, barge boards and RWG Replacement
2024.00023.006

NAME OF TENDERER:

RETURN TO: AHR Building Consultancy Ltd
Norwich Union House
High Street
Huddersfield
HD1 2LF

Dear Sirs/ Madams,

I/We agree to undertake, in the event of the acceptance of this tender, to execute with the Employer a form of contract embodying all the terms and conditions contained in this offer.

I/We agree that should obvious errors in pricing or errors in arithmetic be discovered in the submitted priced specification before acceptance of this offer, these errors will be corrected in accordance with the NBS Guide to Tendering for Construction Projects – Alternative 2.

I/We the undersigned, hereby tender and agree to execute and complete all the work described in the specification and tender drawings dated July 2024 for the sum of:

£.....(exc. VAT)

(in words)

which includes £5,000.00 in contingencies / provisional sums.

I/We confirm the contract period will be..... (weeks) from the date of commencement (TBA)

Dated this day of2024

Name

Signature

Address

.....

Contact No.

The tender is to remain open for consideration for a period of 90 days

The Employer is not bound to accept the lowest or any other tender, nor to reimburse any costs or expenses incurred in tendering.

Tax Exemption Certificate details
FirstPort Retirement Property Services is registered with HMRC as a CIS Contractor

Note: This tender is to reach AHR Building Consultancy Ltd by ***no later than noon on (40 days date)***

Appendix A
JCT Minor Works Amendments

JCT Minor Works Building Contract With Contractor's Design 2016
(MWD)

Incorporated into a Contract between:

FirstPort [insert name of entity]

and

[insert name of Contractor]

relating to:

[insert name of development]

Employer:

.....

Contractor:

.....

The Contract shall comprise the Minor Works Building Contract (MW) 2016 issued by the Joint Contracts Tribunal Limited but subject to the following amendments:

The Articles of Agreement

Insert the following:

Article 9 Third Party Rights

On written notice from the Employer to the Contractor, [insert name of Landlord] and [insert name of Landlord's Agent (if applicable)] are entitled to enforce the terms set out in Appendix to Appendix A in accordance with the Contracts (Rights of Third Parties) Act 1999.

The Employer and the Contractor may exercise any right they may have to rescind, cancel or vary any term of this Contract without the consent of [insert name of Landlord] and [insert name of Landlord's Agent (if applicable)] being required.

The Conditions

Clause 1.1: In the definition of "**Agreement**", after "the Contract Particulars" insert "as amended by the Schedule of Amendments referred to in Article 9".

In the definition of "**Conditions**" after "hereto" insert "as amended by the Schedule of Amendments referred to in Article 9".

Add a new definition: "**Employer**: the person named as Employer in the Agreement and all permitted assignees or transferees under this Contract".

Clause 1.5: Insert the definition of "**Beneficiary**" for the purpose of Appendix to Appendix A the party named in the notice of third party rights issued in accordance with Article 9."
Delete clause 1.5 and insert: "1.5 Other than such rights of [insert name of Landlord] and [insert name of Landlord's Agent (if applicable)] as take effect pursuant to Article 9, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it."

Clause 1.7.2: Delete "and either Party's consent under clause 3.1".

After clause 1.8 insert new clauses:

"1.9 Notwithstanding any other provision of this Contract, the term "approval" when used in the context of any approval to be given by the Architect/Contract Administrator shall have the meaning "acceptance of general principles only" and no such approval shall diminish or relieve the Contractor from any of his obligations or liabilities under this Contract. For the avoidance of doubt, approval or sanctioning of drawings, specifications or other details prepared or provided by or on behalf of the Contractor shall not constitute an acceptance of any changes incorporated thereon

1.10 The obligations and liabilities of the Contractor under this Contract shall not be released, diminished or in any other way affected by:

1.10.1 any enquiry, inspection, acknowledgement, admission, advice, comment or consent made or given by or on behalf of the Employer or the Architect/Contract Administrator; or

1.10.2 the Employer or the Architect/Contract Administrator including the value of any work, materials or goods in any certificate or statement or any interim or final payment or issuing any certificate; or

1.10.3 the appointment by the Employer or Architect/Contract Administrator of, or failure by the Employer or Architect/Contract Administrator to appoint, any clerk of works to inspect or otherwise report in respect of the Works, or by any act or omission of any clerk of works.

1.11 The employment of the Contractor shall be deemed to have commenced with effect from the date when the Contractor first began to carry out any services or works relating to the Works. To the extent that any such services or works were carried out prior to or otherwise than under this Contract, the Contractor warrants that the Contractor has carried out such services or works subject to and in accordance with this Contract."

Clause 2.1.1: After "proper and workmanlike manner" insert ", with all due diligence and in accordance with good building practice".

After clause 2.1.3 insert the following new clauses:

2.1.4 The Contractor warrants and undertakes to the Employer that the Contractor has not specified and shall not specify for incorporation or use or incorporate or use within the Works:

2.1.4.1 materials which are generally known at the time of use to be:

- (a) deleterious to health and safety; or
- (b) likely adversely to affect durability in the particular circumstances in which they are used.

2.1.4.2 other substances or materials not in accordance with:

- (a) British or European Standards (where applicable);
- (b) codes of practice or applicable Agrément Certificates;
- (c) good building practice; or
- (d) the guide "Good Practice in the Selection of Construction Materials 2011" March 2011 (British Council for Offices) or the BRE Digest.

2.1.4.3 The Contractor has and shall only authorise or use in the Works materials in accordance with relevant British Standard specifications, codes of practice and good building practice current at the time of specification or authorisation for use.

2.1.4.4 The Contractor shall promptly notify the Employer if the Contractor becomes aware of any proposed or actual use in the Works of any materials not in accordance with clauses 2.1.5 and 2.1.6.

2.1.4.5 The Contract Administrator shall have the right to reject any materials not of the standards set out in this clause 2.1 or which are for any other reason improper, defective or unsatisfactory. Upon such rejection the Contractor shall at his own expense and within such time as shall be specified in writing by the Architect/Contract Administrator substitute proper materials and re-execute the rejected work to the satisfaction of the Architect/Contract Administrator.

After clause 2.1 insert new clauses:

2.1A "Third Party Agreement" means any agreement: for lease and/or sale of the completed Works or any part thereof; between the Employer and any third party; and/or relating to the Works and/or the site of the Works.

If the Employer has supplied or supplies to the Contractor a copy of any provisions of any Third Party Agreement, the Contractor:

- undertakes to the Employer that:
 - he has performed and shall continue to perform his obligations hereunder so that no act, omission or default of the Contractor shall constitute, cause or contribute to any breach by the Employer of such provisions; and
 - the Works, the completed Works and the carrying out of the Works shall comply with the requirements of such provisions; and
- shall assume and perform as part of his obligations hereunder the Employer's obligations under such provisions.

2.1B Notwithstanding any other provision in this Contract, the Contractor's access to and from the site of the Works shall be restricted to such access as is set out in the Contract Documents or subsequently agreed between the parties and, in being so restricted, no extension of time shall be given and no addition to the Contract Sum and/or reimbursement of loss and expense shall be made or given."

Clause 2.7: After "Reasons within the control of the Contractor include" insert "any failure by the Contractor to mitigate the effects of delay and".

After clause 2.11 insert new clauses:

"2.12 The Contractor has had an opportunity to inspect the physical conditions (including the sub-surface conditions) and other conditions of or affecting the site and shall be deemed to have fully acquainted himself with the same and to have obtained all necessary information as to any risk, contingency or any other circumstance which may influence or affect the execution of the Works. No extension of time shall be given and no addition to the Contract Sum and/or reimbursement of loss and expense shall be made or given in consequence of such conditions, risk, contingency or other circumstance, whether or not the same ought reasonably to have been discovered or foreseen.

2.13 Save as may be necessary in the performance of his duties under this Contract or otherwise required by law, the Contractor shall not and shall procure that the Contractor's Persons shall not at any time without the prior written consent of the Employer, disclose to any person or otherwise make use of: any information relating to or any photographs of the Works, the completed Works or the site of the Works; or any other confidential information relating to this Contract, the Works, the completed Works, the site of the Works or the Employer; including, without limitation, the terms or existence of contracts for the disposal or transfer of any interest in the Works, the completed Works or the site of the Works.

The Contractor shall ensure that each person to whom such information is disclosed, including but not limited to any Contractor's Persons, is aware of and complies with the obligations of confidentiality set out in this Contract and is responsible for any breach of the obligations of confidentiality contained in this Contract by each such person and shall enforce such obligations at its own expense.

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- This clause 2.13 shall cease to apply to any matter which is or comes into the public domain through no fault on the part of the Contractor or any person for whom he is responsible."
- 2.14 Without prejudice to clause 2.1B:
- 2.14.1 The Contractor acknowledges that existing buildings will be occupied and in use during the execution of the Works.
- 2.14.2 The Contractor shall ensure that all residents of the existing buildings shall have free and uninterrupted access to the existing buildings throughout the Works. The Contractor shall ensure that access routes to nearby buildings are not blocked and that sufficient access is maintained for emergency vehicles.
- 2.14.3 The Works must be carried out during normal working hours (which for the purposes of this Contract shall be deemed to be between the hours of 08:00 and 16:30 Monday to Friday only unless specifically agreed in writing with the Architect/Contract Administrator. The Contractor shall comply with such instructions as may be given by the Architect/Contract Administrator regarding the particular days on and the time during which the Works may be executed and shall so carry them out that the residents of the building shall be caused as little inconvenience as possible.
- 2.14.4 No extension of time shall be given and no addition to the Contract Sum and/or reimbursement of loss and expense shall be made or given in consequence of the Contractor's compliance with this clause 2.14.
- 2.14.5 Upon completion of the Works the Contractor shall clean all windows, floors carpets and paving and remedy defects to any surfaces that have been dirtied, damaged or soiled as a result of carrying out the Works.
- 2.15 Any damage, howsoever caused, to any un-affixed materials and goods, plant, tools, equipment, scaffolding, protective coverings and the like shall be the sole risk of the Contractor."
- Clause 3.1: Delete text and replace with "The Employer may without the consent of the Contractor assign, novate, charge or otherwise transfer this Contract and/or any rights and/or obligations hereunder (whether or not accrued). The Contractor shall not assign, novate, charge or otherwise transfer this Contract or any rights or obligations hereunder (whether or not accrued)."
- 3.6.1 After "(a variation)" insert the following:
- "No works additional to that stated in the Contract Documents shall be carried out by the Contractor unless ordered and confirmed in writing by the Architect/Contract Administrator."
- 3.6.2 After "the instruction" insert the following:
- "No claim for additional payment will be considered unless prior notification was given to the Architect/Contract Administrator before the variation was made."
- Clause 3.9.1: After "the Employer shall" insert ", for the purposes only of avoiding or minimising any delay or disruption to the progress of the Works,".
- Clause 4.1: Before the full-stop insert "subject to the Contractor first providing the Employer with the corresponding VAT invoice".
-

Before Clause 4.3 insert a new clause:

4.3A "The Architect/Contract Administrator shall inspect the Works on each Interim Valuation Date to assess the progress and valuation of the Works as at that date."

Clause 4.3: Delete "14 days from its due date" and replace with "35 days from its due date or, if later, 5 days after the date the Employer receives an appropriate VAT invoice for such interim payment".

After "relevant Interim Valuation Date" insert "(irrespective of whether the inspection referred to at clause 4.3A has been carried out)"

Clause 4.8.3: Before the full-stop insert "or, in the case of an amount due to the Contractor from the Employer, 28 days from its due date or if later, 5 days after the date the Employer receives an appropriate VAT invoice for the final payment".

Clause 5.1: After "Works" insert "or of any obligation pursuant to clause 2.10".

Clause 5.2: After "carrying out of the Works" insert "or of any obligation pursuant to clause 2.10".

Clause 5.4A, 5.4B and 5.4C: If this Contract requires the Employer to take out and maintain any insurance policy or policies, that obligation shall be considered discharged if the Employer procures another to take out and maintain the same.

After Clause 5.5 insert a new clause:

5.5A If the Contractor fails to effect and keep in force the insurances required by this section 5 the Employer may take out such insurances itself and deduct the amount required to effect such insurances from any monies due or which may become due to the Contractor or may recover the same from the Contractor as a debt.

After Clause 5.7 insert new clauses:

5.8 The Contractor shall at all times prevent any trespass, public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working operations (including without limitation the use or playing of radios on site) or the deposit of any material or debris on the public highway) or other interference with the rights and activities of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the Works or of any obligation pursuant to clause 2.10 and shall assist the Employer in defending any action or proceedings which may be instituted in relation thereto. The Contractor shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such trespass, nuisance or interference, save only where such trespass, nuisance or interference is the consequence of an instruction of the Architect/Contract Administrator (which is not itself the result of any negligence, default or breach of contract by or on behalf of the Contractor or any Contractor's Persons). For the avoidance of doubt, the Architect/Contract Administrator may issue to the Contractor such instructions as he considers necessary if any injunction is granted or Court order is made in consequence of any such trespass, nuisance or interference, but no such instruction shall be construed as an instruction issued pursuant to clause 3.6.1."

5.9 The Employer and any party succeeding the Employer is entering into this Contract in its capacity as property manager for and on behalf of the Beneficiary, and as such any liability on the part of the Employer pursuant to this Contract or connected to this

Contract is limited to the assets held by the Employer, for the time being in the service charge fund for the property where the Works are being carried out.

5.10 Notwithstanding any provisions of this Contract neither the Employer nor the Beneficiary have any obligation to meet any claim or liability under this Contract or connected to this Contract except to the extent that they can properly meet this claim or liability out of the assets of the service charge fund.

Clause 6.4.1.2: After "the Works" insert "or the performance of his obligations under this Contract or any material part thereof".

Clause 6.5.1: After "is insolvent" insert "such event shall constitute a default and breach by the Contractor of this Contract and".

Clause 6.8.1.3: Delete text and replace with "fails to comply with the duties of a "client" set out in the CDM Regulations,".

Clause 6.11.2: Delete "and, if applicable, clause 6.11.2.3".

Clause 6.11.2.3: Delete text and replace with "[number not used]".

Clause 6.11.3: Delete text and replace with "[number not used]".

Clause 7.2: Before the full stop insert "and the referral notice together with accompanying documents shall not exceed 500 A4 pages".

Appendix to Appendix A
Third Party Rights Schedule

THE EMPLOYER AND CONTRACTOR AGREE THE FOLLOWING:

1. WARRANTY

- 1.1 The Contractor warrants to the Beneficiary that it has complied and shall continue to comply with the terms of the Contract.

2. ENQUIRIES AND INSPECTION

The obligations and liabilities of the Contractor under this schedule shall not be limited or excluded by any enquiry or inspection into any matter which may be made or carried out by the Beneficiary or by the appointment of any person, firm or company by the Beneficiary to make or carry out any enquiry or inspection and whether or not any independent liability of any such person, firm or company to the Beneficiary arises in connection therewith.

3. COPYRIGHT LICENCE

The Contractor hereby grants (or shall procure that the owner who can grant the same shall grant) to the Beneficiary an irrevocable royalty-free and non-exclusive licence to copy and use all documents, plans, drawings, specifications and other information which have been or shall be prepared or used by or on behalf of the Contractor (the "**Copyright Information**") and to reproduce the content of them for any purpose relating to the Works and/or completed Works including, without limitation, the construction completion maintenance letting sale promotion advertisement reinstatement refurbishment and repair of the Works and/or completed Works. The Contractor agrees that the Beneficiary may grant sub-licences of such licence to other persons. The Contractor shall not be liable for any unauthorised use by the Beneficiary of any of the Copyright Information for any purpose other than that for which it was prepared.

4. ¹[STEP-IN RIGHTS]

- 4.1 A "**Step-In Notice**" means a written notice from the Beneficiary (which expression shall for the purpose of this clause 4 include any nominee nominated by the Beneficiary) to the Contractor:

- 4.1.1 requiring the Contractor to continue the performance of its obligations under the Contract in relation to the Works;
- 4.1.2 acknowledging that the Beneficiary is assuming all the obligations of the Employer under the Contract; and
- 4.1.3 undertaking unconditionally to the Contractor to discharge all payments which are due to the Contractor under the terms of the Contract.

An "**Entitlement**" means any:

- 4.1.4 right to terminate its engagement under the Contract and/or discontinue the performance of any of its obligations in relation to the Works; and/or
- 4.1.5 right to treat the Contract as repudiated.

¹ If not used, re-number accordingly.

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- 4.2 If the Beneficiary requires it, the Beneficiary may give a Step-In Notice. The Contractor shall be entitled to rely on a notice given to the Contractor by the Beneficiary under this clause 0 as conclusive evidence for the purposes of this schedule that the Beneficiary is entitled to do so.
- 4.3 The Contractor undertakes with the Beneficiary that it shall not exercise any Entitlement before the lapse of 21 days from receipt by the Beneficiary of a notice in writing of the Contractor's intention to do so.
- 4.4 Within the period referred to at clause 4.3 the Beneficiary may give a Step-In Notice.
- 4.5 Upon the Beneficiary giving a Step-In Notice:
- 4.5.1 the Contract shall continue in full force and effect as if no Entitlement had arisen and in all respects as if the Contract had been made between the Contractor and the Beneficiary to the exclusion of the Employer; and
- 4.5.2 the parties shall enter into an agreement for the novation of the Contract by the Employer to the Beneficiary, such agreement to be in terms to be agreed between the parties, such agreement not to be unreasonably delayed or withheld.
- 4.6 Notwithstanding any Entitlement, the Contractor may not exercise any Entitlement unless and until the end of the period of notice required by this clause 4.
- 4.7 Compliance by the Contractor with the provisions of this clause 4 shall not be treated as a waiver of any breach, act or omission giving rise to any Entitlement nor otherwise prevent the Contractor from exercising its rights after the expiration of the period referred to at clause 4.3 unless the right to exercise any Entitlement shall have ceased under the provisions of this clause 4.
- 4.8 The Employer has agreed to be a party to this schedule for the purpose of acknowledging that the Contractor in acting in accordance with the provisions of clause 4 shall not by doing so incur any liability to the Employer.]

5. **ASSIGNMENT**

The Beneficiary may assign or charge the benefit of this schedule without the Contractor's consent:

- 5.1 any number of times to any Group Undertaking;
- 5.2 any number of times by way of security and/or on redemption of security; and/or
- 5.3 twice to any others,
- in every case without the consent of the Contractor and the Contractor shall be given written notice of any such assignment. Otherwise the Contractor's consent is required, which is not to be unreasonably withheld or delayed.

"Group" means any Parent Undertaking, its subsidiaries and its subsidiary undertakings.

"Group Undertaking" means any Parent Undertaking or any of its subsidiaries or its subsidiary undertakings.

"Parent Undertaking" means any parent undertaking of the Beneficiary.

Any reference to a "parent undertaking", "subsidiary" or "subsidiary undertaking" of company shall have the meaning given in the Companies Act 2006 provided that a company shall be

treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Companies Act 2006 in relation to a "subsidiary" and subsections 1162(2)(b) and (d) of the Companies Act 2006 in relation to a "subsidiary undertaking", as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. The application of the definition of a Group Undertaking to any undertaking or company at any time shall apply to the Group, undertaking or company as it is at that time.

6. GOVERNING LAW AND JURISDICTION

This schedule (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this schedule or its formation) shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

7. LIABILITY AND DEFENCES

- 7.1 The Contractor shall be entitled in any action or proceedings by the Beneficiary to raise the equivalent rights in defence of liability (excluding any rights of set-off and/or counterclaim) as it would have if the Beneficiary was named as joint "Employer" with the Employer under the Contract.
- 7.2 No action or proceedings arising under, out of or in connection with this schedule shall be commenced against the Contractor after the expiry of 12 years from the date of practical completion of the Works under the Contract.
- 7.3 [Subject to clause 4, the][The] Contractor shall have no liability to the Beneficiary under this schedule for delay in completion of the Works.