

**PIERREMONT HALL,
PIERREMONT PARK,
BROADSTAIRS**

**SPECIFICATION OF WORKS
REDECORATION OF EXTERIOR**

DECEMBER 2018

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PRELIMINARIES

PARTICULARS OF CONTRACT

SITUATION OF WORKS - Pierremont Hall Pierremont Park Broadstairs Kent

DESCRIPTION OF WORKS - The Works comprise the external repair and redecoration of the exterior of the property

EMPLOYER - Broadstairs and St Peters Town Council

PROJECT MANAGER – Rubicon Building Consultancy Ltd.

DATE FOR RETURN OF TENDER - By 17:00 on Monday 4th February 2019

DEFECTS LIABILITY PERIOD - Six Months

LIQUIDATED DAMAGES - £1,500 per week

CONTINGENCIES - £5,000.00

ACCESS TO THE SITE

By prior arrangement as below:

Access to the building is via arrangement with the project manager

Access to some areas can only be gained through the Pierremont Hall

The Contractor should make arrangements to visit the site on one occasion only, accompanied by any of his sub-contractors, to minimise inconvenience to the Project Manager and occupiers of the building.

INSURANCES

The Contractor shall indemnify the Employer in respect of any liability, loss or claim or proceedings and for any injury or damage whatsoever arising out of or in the course of or by reason of the execution of the said work to any property real or personal due to any negligence, omission or default themselves, their agents or their servants, or to any circumstances within their control with a minimum indemnity limit of £5,000,000 for public liability.

CONTRACT ADMINISTRATION

For ease and efficiency, it is the intention to administer this contract as far as possible, electronically, accordingly you will have received this Specification by email.

The Form of Tender is to be duly signed and returned in the normal manner. The priced Specification is to be returned by email.

All correspondence, issue of instructions, queries etc. will be conducted using email.

CONTRACT

CONTRACT -

The successful contractor will be required to enter into a formal contract using the Joint Contracts Tribunals Agreement for Minor Building Works. The Conditions of Contract contained therein are to be read in conjunction with and as a part of this specification.

Submission of the Contractors estimate will be deemed to imply familiarity with and conformance to these conditions of contract.

The following conditions will apply:

- Defects Liability Period 6 months
- Date for Possession Immediately after signing the contract
- Date for Completion To be stated by the Contractor on the Form of Tender
- Period for Honouring Certificates 14 days
- Percentage of Certified Value Retained 5%
- Limit of Retention Fund 5% of the contract sum
- Period of Final Measurement and Valuation 6 months

INTERPRETATION

The term architect shall be construed to mean Project Manager.

The terms directed, selected or approved shall be construed to mean directed, selected or approved by the Project Manager.

The term Project Manager shall be construed to refer to Rubicon Building Consultancy Ltd.

Where the word allow occurs the cost of this item is at the risk of the Contractor.

CONTRACTOR TO VISIT SITE

Before tendering the Contractor shall visit the site and satisfy himself as to the local conditions, the accessibility of the site, the full extent and character of the operation, the supply and conditions affecting labour and the execution of the contract generally as no claim on the grounds of want of knowledge in such respects will be entertained.

ACCESS TO THE SITE

Access is as according to the particulars page.

The Contractor is to be responsible for making all the necessary arrangements.

DIMENSIONS

The Contractor is to visit the site to ascertain for himself the space for working and storage of materials and all other factors likely to affect the amount of his tender.

The Contractor shall before tendering examine the premises, take all necessary measurements required for the setting out of the works or the ordering of materials and no claim arising from a plea of ignorance of site conditions will be entertained.

NO ALTERATIONS

No alterations in the text of the specification will be permitted without the written permission of the Project Manager. Any unauthorised alterations and/or qualifications will be disregarded.

TENDER

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

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

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

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

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

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

- Employer's Liability Act, Workmen's Compensation Act, National Insurance (Industrial Injuries Act) or National Insurance Acts and Third Party, fire, theft and burglary insurance.
- Note: The existing building premises will be insured against fire by the owner. The Contractor is to insure his works and his plant, tools and equipment.
- Office overheads, supervision and profit.
- Transport of labour, materials, plant and all other things to, from and about the site.
- Indemnifying the employer against all claims of whatsoever nature arising out of the due performance of the works and insuring against all such claims.
- All other factors likely to affect the amount of the tender whether specifically mentioned herein or not.

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

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

FIXED PRICE

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

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

PROVISIONAL SUMS

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

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

CONTINGENCIES

Include the provisional sum stated in the particulars for contingent or unforeseen works to be expended or deducted from the Contractors final account in whole or in part as described by the Project Manager.

VARIATIONS AND EXTRAS

The Contractor shall, when authorised by the Project Manager, vary by way of extra or omission from the specification, such authorisation to be sufficiently approved in writing, signed by the Project Manager, but the Contractor shall make no variation without such authorisation. The specification must be taken to include any items which are not actually specified, but would be obviously required fully to complete the works, the cost of the same to be included in the tender.

When extra costs are authorised by the Project Manager the cost is to be notified to the Project Manager within seven working days with full supporting details.

The Contractor will not be allowed to plead verbal orders as an excuse for any omissions, deviations or extra work and will be required to produce a written order for each and every variation.

ATTENDANCE

The Contractor shall provide all attendance, loading and unloading, cutting away and making good in all trades and after all trades. Where operations require the attendance of one trade upon another the cost of such attendance is to be allowed for. Carry out all cutting away and making good as may be required to complete the works.

SUB-LETTING

No part of the works shall be sub-let to other persons without the written authority of the Project Manager.

EXISTING SERVICES

The Contractor will be required to maintain existing services at all times.

STATUTORY REQUIREMENTS

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

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

CDM REGULATIONS.

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

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

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

The Contractor as Principle Contractor shall:

- Produce a Health & Safety plan before commencement of works.
- Continually assess the design in terms of its impact upon Health & Safety during the construction phase.
- Prepare a Health & Safety File.
- Co-ordinate the contributions of the various members of the project team and ensure satisfactorily liaison between them and the Principal Designer.

The Contractor as Principal Contractor shall:

- Develop the Health & Safety plan related to the site activities and conditions.
- Co-ordinate the activities of different contractors and their responsibilities for Health & Safety.

- Manage construction work including if necessary to direct contractors to ensure they comply with Health & Safety laws.
- Manage access to the site.
- Update the Health & Safety File.
- Display and communicate information.
- Following return of tenders and upon request the contractor is to furnish to the Project Manager within 7 days an outline of his Health & Safety plan together with a signed undertaking that sufficient financial resources have been allocated within his tender and sufficient time will be allocated within his programme for the Health & Safety plan to be fully implemented.

SCAFFOLDING PLANT AND TOOLS

The Contractor shall provide, erect and maintain all necessary hoists, scaffolding, mechanical equipment, plant etc of all descriptions required for the safe, proper and expeditious completion of the work including materials, men, superintendence and hoarding.

He shall also provide all necessary screens, guard rails, dust proof or other partitions and other ample and adequate protection for the premises and occupants. He shall allow sub-contractors free use of the same and shall remove all as and when required or when directed by the Project Manager.

TRADE SIGNS AND PROFESSIONAL NAME BOARD

The Contractor shall not display any advertisement or any boarding, neither shall he permit any other advertisements to be displayed without the written authority of the Project Manager. The Contractor's site board will usually be allowed.

MATERIALS AND WORKMANSHIP

All materials and workmanship are to be the best of their respective kinds or as described herein. The relevant BS Specification for any material will be regarded as the minimum quality which will be acceptable. All materials used in the work shall be new unless specifically stated otherwise and shall be to the satisfaction of the Project Manager.

None but fully qualified, competent tradesmen shall be employed by the Contractor and the whole of the works shall be carried out and completed in the best and most substantial manner consistent with good practice.

Current codes of practice and manufacturer's printed recommendations and instructions are to be followed.

The Project Manager shall have the right to reject such materials and condemn such workmanship as do not comply with the other conditions of this specification.

WORK DURING FROSTY WEATHER

No paintwork, brickwork or other work liable to become damaged by frost may be carried out during frosty weather.

The Contractor will be held solely responsible for such action and will make good at his own expense any damage resulting.

FOREMAN IN CHARGE

A competent foreman/charge hand must be present on site during working hours and should possess copies of drawings / specification and be fully brief on the scope and nature of the contract.

FINISHING

The Contractor shall allow for supplying, fixing, adjusting and finishing all materials and elements necessary to complete the work unless specifically stated otherwise in this specification.

SAMPLES

The Contractor is to provide the Project Manager with samples of materials if and when requested during the course of the work.

TESTS

Any tests which are carried out and found to be satisfactory will be deemed to be included in the contract. If found unsatisfactory, the costs of rectifying the fault and the unsatisfactory test will be responsibility of the Contractor.

PROGRAMME

The successful tenderer will furnish the Project Manager with a full programme for completion of the works, in bar chart or similar approved format, before a contract is entered into and a date for commencement is to be specified.

PROCEDURE To be agreed at the pre-contract meeting.

SPECIFICATION

Four copies of all documents shall be furnished free of cost to the Contractor for his own use until the completion of the contract.

One copy of the documents shall be kept on site and to be accessible at all reasonable times to the Project Manager or his authorised representative. All discrepancies in the specification are to be immediately reported to the Project Manager before proceeding with the item concerned.

CONDUCT OF THE WORKS

The works are to be carried out with care and diligence expeditiously and continuously once the successful Contractor has gained possession of the site and to prevent his own workmen from trespassing on those parts of the site not the subject of these works or an adjoining property.

The Contractor is to take all reasonable steps to exclude the trespass of unauthorised persons on the site and the premises shall be locked and secured against outside intrusion during the contract period. The Contractor is to be held responsible for the care of the works until their completion including all risks from weather, carelessness of operatives and sub-Contractors, damage or loss by theft or any other cause.

The Contractor is to maintain and protect the landlord's and public property and is to make good or pay for reinstatement of all damage thereto.

The Contractor shall not use the site for any purpose other than that directly required to carry out the works.

CONVENIENCE

The Contractor shall, in carrying out the works, consider the convenience of the occupants of the premises in regard to the hours of working, the time of delivery of the materials, the approaches to be used and the order of executing the work, and shall at all times maintain convenient means of access and continuous use and efficient occupation of the premises.

Working hours are to be restricted to the hours of 08:00 to 18:00 from Monday to Friday and 08:00 to 13:00 on Saturdays. No work may be carried out on Sundays, Bank Holidays or at any other time without the prior agreement in writing of the Project Manager.

The Contractor is to allow for executing work which may cause annoyance to the occupiers of the adjoining premises at times as may be directed.

The Contractor shall protect the works, goods, materials, plant and public footways and streets from damage and indemnify the employer against any third party claims in connection with carrying out the works.

EXPEDITING THE WORK

If the Contractor for the purpose of expediting the work or any other reason shall arrange for the working of overtime so that the work may be completed in every respect and ready for use within the time stated then any extra cost thereby incurred shall be at his own expense unless the cost of such overtime has been specifically authorised by the Project Manager in writing.

VALUATIONS

Upon a certificate for payment becoming due the Contractor shall submit a written application for the issue of the certificate which shall be supported by a valuation of the work done and of the materials delivered.

INTERIM CERTIFICATES

Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent Interim Certificate or by the Final Certificate and it is to be understood that the issue of any certificate shall not be confused as an admission on the part of the Project Manager that the amounts contained in such a valuation as is referred to above is correct..

VAT

The Contractor will be required to submit an official tax invoice for all Value Added Tax claimed against the agreed nett amount of any Interim or Final Certificates (exclusive of retention monies).

The invoice shall be in the manner prescribed by HM Customs and Excise and it shall be supported by a detailed statement of the amount claimed

DEBRIS AND RUBBISH

All debris and rubbish is to be removed from the site as it arises, including that caused by sub-Contractors or others. No burning shall be permitted in the vicinity of the property.

All rubbish, debris etc arising from the works is to be bagged up within the working areas, the bags sealed and lowered to the ground. The throwing down of rubbish and other materials is strictly prohibited.

No water from the plaster or mortar is to be washed through the plumbing system, but is to be disposed of by means of bins.

Rubbish and debris is to be removed directly into the Contractor's skip. The cost of providing the skip and the necessary statutory approvals to be at the expense of the Contractor and the approvals to be arranged by him.

MAKING GOOD DAMAGE

All damage to the furniture, fittings or other equipment of the building or premises, to the premises themselves or those adjoining shall be made good by the Contractor at his own expense.

COMPLETION

The Contractor shall, on completion, clean all elements and services and clean all outside windows and the inside of common parts, metalwork, and leave the whole of the premises clean and fit for immediately occupation, to the entire satisfaction of the Project Manager.

DEFECTS LIABILITY

The Contractor shall be liable for and shall make good all defects occurring before the expiration of the defects liability period.

CARPENTRY AND JOINERY

DEFECTIVE TIMBER

The whole of the timber for the joinery is to comply with the requirements of BS 1186 and to be sound, well cut and free from warp or other deformation, and from rot, worm, beetle or other infestation and shall not contain large, loose or dead knots, wavy edges, shakes, splits or twisted grain.

SEASONING

All timber is to be properly seasoned by either air-seasoning or kiln seasoning, and all timber must be free from seasoning defects, such as case hardening, honeycombing, etc at the time of delivery.

MOISTURE CONTENT

The moisture content of timber as delivered shall comply with the requirements of BS 1186 or be a percentage as may be approved by the surveyor having regard to the positions in which the timber is to be fixed.

WEATHER PROTECTION

All joinery immediately after being delivered is to be stored and protected from the weather. All joinery that is to be painted shall be primed on all faces, exposed or hidden.

DAMAGE

Generally the Contractor is to allow for protecting joinery from damages at all stages of the works and for repairing at his own expense any members or items that may be bruised or otherwise damaged or disfigured..

FIXING IRONMONGERY

The Contractor shall allow for fixing all ironmongery and shall include for selecting and using the appropriate brass screws and for fixing all striking plates, sockets etc and removing and refixing ironmongery as may be required for Painter and the oiling and adjusting as necessary and leaving perfect on completion.

DOOR FRAMES, DOORS AND OTHER JOINERY WORKS

All doors, skirts, molding, cornices are to be matched up to the existing figures and to be primed on all surfaces prior to fixing..

TIMBER DECAY

Should any form of timber decay (woodworm, wet or dry rot etc) be discovered on the premises by the Contractor he shall notify the surveyor immediately, who will specify any required works or eradication, which will be treated as an extra.

SASH WINDOWS

Overhaul means remove existing sash beading surround and replace with new to match existing, cut out full lengths of putty where defective and reputty existing glass, renew cracked, damaged, missing and wartime glass, renew all sash cords in nylon, adjust sash balances and repair pulley wheels etc, renew all defective or damaged timber members to match existing, remove all existing ironmongery and make good, point all around the frames externally with mastic or sand and cement as appropriate. Allow for fixing all new ironmongery, ease and adjust sashes to leave in working order.

GLAZIER PUTTIES

All defective, loose and missing putties to windows are to be hacked out and made good with linseed oil putty to timber windows and metal casement putty to metal windows. Putties to be cleaned off on the inside and any disturbance to internal decorations made good.

NEW GLASS

All glass unless otherwise described is to be OQ quality sheet glass to match existing as BS 952 back putties, sprigged, front putties and cut off to clean lines. Before glazing, rebates should be cleaned out and primed one coat of approved primer.

Glazing to wood sashes is to be bedded in linseed oil putty complying with BS 544. Patent hard setting putty is to be used for metal frames.

Allow for replacing any broken or cracked panes of glass and making good to leaded lights.

LEAVE PERFECT

Clean and polish glass and leave perfect on completion of the contract.

PAINTERS AND DECORATORS PREPARATION WORK

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

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

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

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

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

PAINTS

All paints are to be obtained from Dulux or other specified manufacturer and shall be applied in accordance with the manufacturers recommendations. All colours are to be selected by the Project Manager. The paints shall be thoroughly mixed or stirred before use. They shall be so stored as to minimise exposure to extremes of temperature.

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

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

APPLICATION

The painting and sealing shall not be done unless the area is clean and free from dust. No exterior or exposed painting shall be carried out under adverse weather conditions such as extremes of temperature, or during rain, fog etc. No paint shall be applied to surfaces structurally or superficially damp and all surfaces must be ascertained to be free from condensation, dirt etc before the application of each coat.

All primers shall be applied by brush. Subsequent coats may be applied by brush, spray or roller unless otherwise directed.

No priming coats shall be applied until the surfaces have been inspected and the preparatory work has been approved by the surveyor. The surveyor reserves the right to inspect and approve undercoats and finishing coats between stages. For this purpose all priming and finishing coats will be of different colours.

Each coat of paint shall be allowed to harden off before the next is applied. An interval of at least 24 hours shall be allowed between each coat of oil paint, or emulsion paint on wallpaper, and six hours between each coat of emulsion paint in other locations.

Each coat when dry shall be properly rubbed down before the application of the following coat. Any new paintwork found to be defective is to be well rubbed down to remove blemishes and a further coat of finishing paint applied.