

Specification of Works in Connection with

Old Gwernyfed, Velindre, Brecon, Powys LD3 0SU

For

Mr I Burgess



**Hook Mason Limited
Studio 2
Thorn Office Centre
Rotherwas
Hereford
HR2 6JT**

**t (01432) 352299
www.hookmason.co.uk**

JUNE 2021

Part 1	: Conditions for Tender and Preliminaries
Part 2	: Workmanship and Materials
Part 3	: Schedule of Work
Part 4	: Health & Safety

Part 1

Conditions for Tender and Preliminaries

1.0 The Parties

Employer:	Iain Burgess Old Gwernyfed Velindre
Architect:	Hook Mason Limited Studio 2 Thorn Office Centre Rotherwas Hereford HR2 6JT 01432352299
Structural Engineer:	HWA Ltd 64 Yoxall Road Shirley Solihull B90 3RP 01217457600
Planning Supervisor:	HML

2.0 Scope of Works

The Works comprise the conservation and conversion of the existing Ruin of Old Gwernyfed.

Working Area for Contractor : The working area shall be confined to the immediate area of the works.

Contract Drawing: This specification should be read in conjunction with the following drawings.

- 15E/16E/18B/19B/20C/21C/26C/29C/30B/32B/33A/46A

Existing Services : Mains electricity and water will be available to the contractor free of charge.

Site Visit : In order to arrange an appointment to inspect the property, please contact the client tel: 07970261671

The contractor must, before tendering, ascertain the nature of the site and all local conditions and restrictions likely to affect the execution of the works.

3.0 Documentation

CONTRACT

JCT Minor Works Building Contract MW 2016 applies in full. The Contractor shall price the works described to include all obligations, liabilities and services under the stated Contract as set out below.

AGREEMENT

RECITALS

- First - Complete as required.
- Second - Complete as required.
- Third - As stated. The Contract Specification shall include the Contractor's fully priced Schedule of Works. The term `Schedule of Rates' will be deleted.
- Fourth - As stated.
- Fifth - As stated.
- Sixth - As stated.
- Seventh - As stated.

ARTICLES

- Article 1 - As stated.
- Article 2 - Complete as required.
- Article 3 - Complete as required. The term `Architect' will be deleted.
- Article 4 - Complete as required. The `Principal Designer' will be the Employer appointed person or company.
- Article 5 - Complete as required. The appointed Contractor will be the `Principal Contractor'.
- Article 6 - As stated.
- Article 7 - As stated (Article 7 will Apply).
- Article 8 - As stated.

CONTRACT PARTICULARS

Fourth Recital	Base Date	- Will be the tender return date.
Fourth Recital	CIS	- Complete as required.
Fifth Recital	CDM Regs	- Complete as required.
Sixth Recital	Framework Agreement	- Not applicable unless otherwise required.
Seventh Recital	Supplemental Provisions 1-6 (inclusive)	- Each provision (1-6) shall `Apply` unless otherwise required.
	Employer and Contractors Nominees	- To be confirmed by the Employer and Contractor.
Article 7	Arbitration	- Article 7 and Schedule will `Apply` unless otherwise required.
2.2	Work `Commencement` Date	- Complete as required.
2.2	Date for Completion	- Complete as required.
2.8	Liquidated Damages	- State rate of £..... per week as required.
2.10	Rectification Period	- State 12 months unless otherwise required.
4.3	Interim Payments	
	• First Valuation Date	- State `one month` after commencement date unless otherwise required.
	• Intervals Thereafter	State `one month` intervals thereafter unless otherwise required.
4.3	Payments due prior to Practical Completion (percentage of the value growth due to Contractor).	- `95%` unless otherwise required.

4.3	Payments due on or after Practical Completion (percentage of the total amount due to the Contractor).	- '97.5%' unless otherwise required.
4.3 and 4.8	Fluctuations Provisions	- No fluctuation provision applies unless otherwise required.
4.3 and 4.8	Percentage Addition for Schedule 2	- Not applicable as noted above unless otherwise required.
4.8.1	Supply of documentation for the amount to be finally certified.	- '3 Months' unless otherwise required.
5.3	Contractor's Public Liability Insurance: Injury for Persons or Property and Cover Amount.	- Minimum £2,500,000 otherwise state amount required.
5.4A, 5.4B and 5.4C	Insurance of the Works. Alternative provisions.	- Include option as required by the Employer and/or their Insurance Advisers.
5.4A and 5.4B	Percentage to Cover Professional Fees.	- 15% unless otherwise required.
5.4.C	Insurance Arrangements - Details of the required Policy or Policies.	- State requirements by the Employer and/or their Insurance Advisers.
7.2	Adjudication Nomination Body	- The Adjudicator is the Royal Institute of British Architects. Unless otherwise required.
Schedule 1 (Paragraph 2.1)	Arbitration - Appointment of Arbitrator	- President or Vice President of the Royal Institute of British Architects.

ATTESTATION

Execution of the Agreement	- The Contract will be executed. 'Under Hand' unless otherwise required.
----------------------------	--

4.0 Conditions of Tender

Scope : The Conditions of Tender are supplementary to those stated in the invitation to Tender and the Form of Tender.

Period of Validity : Tenders must remain open for acceptance not less than 12 weeks from the date fixed for the submission of Tender. The Employer reserves the right not to accept the lowest or any Tender submitted.

Quality and Quantity of Work : The Priced Schedule must not be regarded as a complete statement of everything included in the Contract. The Tender must include for all work shown or described on the Contract Documents as a whole or apparent as being necessary for the complete and proper execution of the Works.

Discrepancies: If a discrepancy is noted between the contract specification and drawings, the Contractor shall qualify their tender as such or seek clarification prior to submitting their tender otherwise the discrepancy with a greater value will be deemed included in the tender sum.

Alterations and Qualifications to Tender Documents must not be made without written consent of the Supervising Officer.

Schedule of Works : After submission of Tenders, a copy of the Schedule of Works, fully priced item by item, must be submitted within one week of request.

Unpriced Items : Costs relating to items in the Schedule of Works which are not priced will be deemed to have been included.

Variations : Where additional items of work are instructed by the architect the cost of these shall be based as far as is reasonable upon relevant prices in the Schedule of Works. Otherwise, the Day Works rates as stated on the Form of Tender shall apply.

Collusive Tendering: If it is discovered by the Employer or Contract Administrator at any time that the Contractor:

- (i) has fixed or adjusted the amount of his tender for the Contract by or in any agreement or arrangement with any other person, or
- (ii) communicated to any person other than the Employer or Contract Administrator the amount or approximate amount of his proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender) or
- (iii) entered into any agreement or arrangement with any other person that he would refrain from tendering or as to the amount of any tender to be submitted, or
- (iv) offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person in respect of an act or omission, in relation to any other tenderer or proposed tenderer for the service

the Employer shall be entitled to terminate the Contract forthwith and to recover from the Contractor the amount of any loss resulting from termination and the Contractor may be may be disqualified from tendering for any contract with the Employer.

5.0 Statutory and General Obligations

Safety, Health And Welfare: Allow for complying with all current enactments, regulations and working rules relating to safety, health and welfare of work people.

CDM/HSE where required provide CA with construction phase Health & Safety plan prior to works starting on site. This plan must be approved by the Principal Designer **before** any work starts on site as required by the Act.

For **all** jobs the contractor shall notify the HSE, using a completed F10 form with a copy to the CA before works start on site.

Prior to Practical Completion and where required, hand a copy of the completed Health & Safety file to the Principal Designer in accordance with the current CDM Regulations.

Public Safety : Carry out works without undue inconvenience and nuisance and without danger to people using the building. Provide all necessary warning signs, barriers and protection to ensure the safety of the public. When the contractor is not present on site, all ladders and scaffolding giving access to the works are to be left as far as is practicably unclimbable by the public.

Nuisance: Take all necessary precautions to prevent nuisance from noise, smoke, dust, rubbish and other causes. Radios or the like are not to be used at any time. No smoking allowed in or on the building, its scaffolding or immediate surroundings (requirement of insurers).

Existing Features: Prevent damage to the site and/or fabric of the building and other features which are to remain in position during the execution of the works. Make good, or replace in full, any accidental or deliberate damage to satisfaction of architect. Ensure all reasonable precautions are taken to prevent damage to existing fittings and fixtures within the building. A signed copy of the photograph (by the Employer and Contractor) being a true representation of the site and working area will be held by the CA for the duration of the Contract. The Contractor shall take record photographs of the Contractor's working area and site prior to the works commencing on site.

Structural Fabric: Provide and maintain, during the execution of the works, all shoring, strutting, needling and other supports as necessary to preserve the stability of the building that may be endangered or affected by the works.

Hazardous Materials: ensure the safe disposal of asbestos and all hazardous materials.

Hot Work: None to be undertaken without proper risk assessment and a Hot Work Permit being in place. This applies in particular to plumbing (including leadwork) and painting. Work should be carried out under strict supervision with a minimum of two fire extinguishers in close proximity and a final inspection undertaken a minimum of two hours after work has ceased for the

day. A suitable Hot Work Permit would be that issued by the Ecclesiastical Insurance Group (EIG).

Building Control: Notify Local Authority Building Control when works are due to start on site and request site visits at the intervals required by the approval notice. At Practical Completion of the works arrange a final inspection and obtain a Completion Certificate to show compliance.

6.0 Terms of Definition

Specification, Drawings and Photographs: These will be issued electronically to the Contractor, with drawings in .pdf format, for use on the project. Not counting any certified copy of the Contract. No hard copies of the specification or drawings or photograph will be issued to the Contractor. Hard copies can be issued on request, but the cost of printing (and posting) these will be charged to the Contractor.

Dimensions: Do not scale from the drawings. Obtain from architect any dimensions required, but not given in figures on the drawings nor calculable from figures on the drawings. Dimensions for purpose made components to be verified on site before fabrication.

In Writing: When required to inform, instruct, agree, confirm, obtain approval or obtain instructions, do so in writing, electronically or as hard copy.

Approval (and works derived therefrom) means the approval in writing of the architect unless otherwise stated.

Maintenance and Instruction Guarantees provided by product and equipment manufacturers to be handed over to the architect on or before Practical Completion.

7.0 Management and Administration Procedures

Foreman: The whole of the work shall be carried out under the control of a competent foreman/site agent present on site for the duration of the contract unless otherwise agreed.

Supervision: Accept responsibility for co-ordination, supervision and administration of the works and obtain and supply information as necessary for co-ordination of the works. Include for liaising with any domestic/nominated sub-contractor and other specialists.

Ownership: Surplus materials arising from the works shall become the contractor's property unless otherwise noted. Remove from site as work progresses.

Insurance: Before starting work on site, submit to the Employer documentary evidence and/or policies and receipt for insurance which are required to be taken out by the contractor.

Insurance Claims: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the works or injury to persons or property arising out of the works, forthwith given notice in writing to the Employer and Insurers. Indemnify the Employer against any loss which may be caused by the Contractor's failure to give such notice.

Covering Up: Give the architect not less than one working day's notice before covering up any part of the works. If not the CA can insist that any part of the work can be undone for inspection at no cost to the client.

Prime Costs (Pc) Sums : The prime cost (p.c.) sums included in this specification are for work by nominated sub-contractors or goods etc., from nominated suppliers and shall mean the nett cost of such services or materials after deducting all discounts for cash or half of 5% delivery of goods and materials.

Provisional Sums: Provisional sums (not qualified by the prefix p.c.) included in this Specification shall be deemed to include the contractors profit. Such sums shall be expended as directed by the architect.

Samples Of Materials: Allow for obtaining and submitting such samples as may be required for approval by the architect.

Checking Orders, etc: Before placing any order with sub-contractors or suppliers whether nominated or not, the Contractor shall be responsible for checking all orders and details against the information on the drawings, to ensure that the materials are delivered in correct quantities.

Drying Out Of Building: Allow for all necessary fuel, attendance, labour and appliances necessary for drying out the building.

Treasure Trove: Any treasure trove, coins or obtains of antiquity which may be found on the site are to be handed to the Employer.

Protected Wildlife: Where these are present in or around the building additional care will be required and there may be specific restrictions to working. See Section 3, General where presence of such wildlife will be included where appropriate.

Bats: Where bats or evidence of bats (e.g. droppings) are present within the building a licence will be required prior to the work being carried out. The Employer will obtain this licence but the Contractor is to ensure that the Employer and Contract Administrator are advised at least six weeks before the proposed start date in order that the necessary licence application can be submitted.

Where there is no previous knowledge of bats but if they, or evidence of them is found during building works then all work should cease in that area and the facts reported immediately to the CA and Employer. No further work in that area would be permissible until expert advice had been sought and if necessary a licence obtained.

Programme : As soon as possible and before starting works, prepare a programme for the works and submit to the architect.

8.0 Resources/Temporary Works and Services

Maintain, alter, adapt and move temporary works and service as necessary. Clear away when no longer required and make good.

Attendance : Allow for attending upon, cutting away and for making good in and after all trades.

Accommodation : Provide as necessary temporary sheds, offices, mess rooms, sanitary accommodation and other temporary buildings required for your own and sub-contractors use.

Protection : Provide temporary fencing, hoardings, screens, planked footways, guard rails, gantries and the like as may be necessary for protecting the public and others, for the proper execution of the works and for meeting the requirements of the Local or any other Authority.

Scaffolding : Provide as necessary for the proper, safe execution of the works, as described in Schedule of Works. Allow safe access to the scaffold for the CA to inspect all parts of the works.

Telephones : Provide a telephone facility for use by yourselves. Pay all charges.

Electricity : Provide/maintain safe temporary builder's power supplies. Pay all charges.

Water for the Works : Provide all necessary plumbing for temporary storage tanks for water used on the works and for paying any necessary charges.

9.0 The Works Generally :

Manufacturer's Recommendations :

Handle, store, prepare and use or fix each product in accordance with the manufacturer's printed or written recommendation and/or instructions. Inform the architect if these conflict with any specific requirement.

Submit copies to the architect when requested.

Workmanship to be carried out by or under the close supervision of experienced tradesmen, skilled in the particular type of work.

Products to be New unless otherwise specified. Ensure that the whole quantity of each product and material required to complete the work is of consistent kind, size, quality and overall appearance. Handle, store and fix products with care to ensure that they are not damaged when incorporated into the work.

or equal means that products of different manufacture may be substituted if prior approval has been obtained, but the architect reserves the right to insist on the named product(s) specified, unless agreed otherwise.

Sizes: Unless otherwise stated, products are specified by their co-ordinating sizes.

Appearance and Fit :

Arrange for setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions and that the finished work has a well aligned, true and regular appearance.

Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of partially finished work as early as possible.

Site Administration and Security : Adequately safeguard the site, products, materials, plant, the works and the part of the existing building affected by the work from damage or theft.

Stability : Accept responsibility for the stability and structural integrity of the works during the contract, and support as necessary. Prevent overloading.

Inclement Weather : Use all reasonable and approved building aids and methods to prevent or minimise delays during cold and inclement weather. Keep site thermometer.

Damage by inclement weather : Any damage sustained to the works or materials used shall be replaced or made good in full to the satisfaction of the CA at no cost to the client.

Rubbish: Remove rubbish and debris from time to time to keep the site and works clean and tidy. Upon completion of the works, remove all temporary markings, coverings and protection unless otherwise instructed. Clean the works thoroughly, removing all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the works.

Any Sign Board the Contractor may wish to erect will be at the sole discretion of the architect. No scaffolder's sign boards will be permitted.

Fix Only means all labours in unloading, handling, storing, and fixing in position, including use of all plant.

Supply And Fix : Unless otherwise stated, all items given in the Schedule of Works and/or on the drawings are to be supplied and fixed complete.

10.0 Contract Completion

Prior to completion of works, the contractor shall snag the works and rectify any defects, damage or faulty workmanship to the complete satisfaction of the CA. Clear up site, remove all contractors materials, site equipment and debris. Once the CA is satisfied that the works/or section of works on site are complete, a Certificate of Practical Completion will be issued. Unless otherwise agreed the defect period will run from this date.

At Practical Completion, the contractor shall hand over the following :

- Keys
- Security codes
- Building operation manuals
- As-built drawings
- Test Certificates
- Guarantees

Building operation systems must be explained in full to the building owner/operator before completion.

At the end of the defects period, make arrangements with the Employer and given reasonable notice of the precise date for access to the various parts of the works for purposes of making good defects. Inform the Architect when remedial work to the various parts of the works are completed.