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Douglas Park School

G.S.E. Toilet Modifications

Prepared for:
Douglas Park School
136 Cole Street
Masterton

P O Box 40-651 Upper Hutt 5140
Phone (04) 5267711
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Tender Form

Tender For :

Douglas Park School

G.S.E. Toilet Modifications

I / we the undersigned do hereby tender and offer to construct, finish and maintain the above mentioned works in accordance with the Drawings, Specifications, and Conditions of Contract relating thereto for the sum of:

Tender price	\$.....
Contingency	\$.....5,000.00.....
GST	\$.....
Total Contract Price	\$..... =====

Tender Information

Tenderer:

Address:

Phone:

Mobile:

Fax:

Date:

Signature:

Tenderers Remarks:

Preliminary and General

1) Extent of Work

Refer to the attached page(s).

2) General

The following documents shall form part of the Contract:

- a) The attached Ministry of Education Conditions of Contract.
- b) The accompanying Tender Forms.
- c) The accompanying Specification.
- d) The accompanying Drawings with any subsequent Drawings.
- e) Any written correspondence, instructions and variations issued subsequent to the signing of the contract.
- f) The letter of acceptance.
- g) Any written notice to tenderers recording adjustments to drawings and or specification prior to the signing of the contract.

3) Examine the Site

Tenderers shall examine the site and building before tendering. The submitting of a tender will be taken as an indication that the tenderer has visited the site and made himself familiar with any matters that might affect the fulfilment of his part of the contract and has made due allowance in his tender for these. No consideration shall be granted for any misunderstandings as to the work to be performed or the materials used.

4) Temporary Services

Water

The contractor may draw water from the employers existing reticulation.

Latrine

The contractor may use an existing toilet at the discretion of the employer, and must keep it in a clean and tidy condition.

Electric Power

The contractor may use the existing power supply during the course of the contract, unless special loadings are required, in which case the contractor shall make the necessary arrangements and pay all costs.

5) Work Programme

The successful contractor is to arrange with the school and supervisor, approved dates and times within the specified time when work can be actioned.

6) Insurances

As per the conditions of contract, the Contractor is to carry a General Public Liability Insurance policy with a minimum cover of \$2,000,000.00.

The contractor shall insure separately the Contractors Plant and Equipment.

7) Noise

No radio or other noise not strictly associated with the works shall be audible in any room outside the contractors working and storage area.

8) Scaffolding and Hoarding

The contractor shall provide for the erection of all necessary gantries, cranes, staging, ladders, moving sections, chutes and any other scaffolding to permit the proper and efficient erection of the work.

9) Dimensions and Setting Out

Check and confirm all building dimensions on site. The contractor shall accept full responsibility for the final dimensions. All work shall be set out accurately and in accordance with the plans. Any errors shall be made good at the contractors expense.

10) Existing Services

Any damage incurred to existing services shall be made good to the supervisors approval and at no cost to the employer.

11) Care of the Site

The contractor shall regularly remove all debris, rubbish, and surplus materials, including that of subcontractors as they accumulate. The site shall be as tidy as possible at all times.

Upon completion of the contract works, the contractor shall take down and remove all plant, gear, temporary work, rubbish, debris and surplus materials from the site, and make good.

At the conclusion of the contract, the contractor shall leave the site in such a condition, as new, and to the supervisors approval.

12) Workmanship

Workmanship shall be consistent with good trade practice to produce sound and well finished work, and to the requirements and standards demanded by the supervisor.

13) New Zealand Standards

It is the sole responsibility of the main contractor to ensure that the complete contract works are executed according to the relevant New Zealand standards, and local and national regulations.

14) Protection

The contractor shall be held responsible for the protection of persons or property in the immediate vicinity of, or liable to be affected by his operations. To that end, he shall provide a suitable temporary fence around the entire construction zone, at a minimum orange plastic safety mesh supported on tensioned wire over waratah stays and all necessary coverings, guards and the like, and display suitable and sufficient warning notices. The fences and signs shall be maintained throughout the contract.

15) Bylaws and Regulations

The whole of the operations shall be carried out in compliance with regulations of all public bodies having jurisdiction in the matter, and the contractor shall pay all and any fees which may be payable in respect thereof.

16) Labour and Materials

The contractor is to supply all labour, plant and sundry items as later detailed which are the best of their respective kinds.

Only first class tradesman are to be employed on this contract and any defective or improper workmanship shall be reinstated by the contractor in an approved manner at the contractors expense.

17) Damage

The Contractor shall be responsible for the loss or damage which may be caused to the property of the employer in his carrying out of this contract and the contractor shall make good such loss or damage at his own expense, to the satisfaction of the employer.

18) Behaviour Generally

Any behaviour by workers on the site that could be considered sexist, racist, obscene or beyond the limits of normal, acceptable behaviour will not be tolerated.

The supervisor reserves the right to exclude any such offending persons from the site area.

Wherever possible, contact between workers and school children should be kept to an absolute minimum. If the contractor finds that the school children are being a nuisance within the building site area, he is to notify the supervisor and the principal immediately in order that steps be taken to remedy the situation.

Under no circumstances whatsoever is the contractor and or employees thereof, permitted to have physical contact with, admonish or discipline any children that may from time to time enter the site area and or act in a manner that is a nuisance to the contractor and his staff. Report any such incidence to the principal immediately.

19) Smoking

Smoking is not permitted on any school site unless in a designated area as indicated by each individual school.

20) Foreman

The contractor shall provide at all times an efficient foreman who shall have the power to receive and carry out the instructions of the supervisor or his agent.

21) Compliance Certificate

The contractor shall complete the enclosed compliance certificate, stating that the all work carried out in the execution of the contract works by all contractors involved in such work, has been carried out in accordance with the contract documentation. This certificate shall be delivered to the employer or his agent before the issuing of the completion certificate.

22) Health & Safety In Employment Act

The contractor shall confirm in writing to the employer or his agent that all practical steps have been taken to ensure the requirements of the Health & Safety in Employment Act are complied with, in particular the contractor is required to:

- a) Provide and maintain a safe working environment.
- b) Provide and maintain facilities for the safety and health of employees at work.
- c) Ensure that machinery and equipment in the work place is designed, made, set up, and maintained to be safe.
- d) Ensure that employees are not exposed to hazards in the course of performing their work.
- e) Develop procedures for dealing with emergencies that may arise while employees are at work.

A copy of the Contractors Health and Safety Policy shall be kept on site in a prominent position at all times.

The Contractor is required to seek a copy of the owners health and safety policy and make himself aware of any hazards that may be present on the site.

23) Defects Liability Period

The defects liability period is 12 months.

Complete all defects liability and remedial work identified by the supervisor within the time period stated.

A Maintenance retention of 5% of the contract sum may be held by the employer to cover the work required over this period. The retention will be released upon final completion at the end of the maintenance period.

24) Building Consent Fees

The building consent shall be uplifted and paid for by the employer prior to the awarding of this contract. **Tenderers do not need to allow for building consent fees in their tender price.**

25) Liaison with the Territorial Authority During the Contract

It shall be the responsibility of the main contractor to liaise fully with the local Territorial Authority (TA) on all matters that require the involvement of the TA during the execution of this contract. This shall include for example, notifying the TA when the following work is ready for inspection:

- Foundations
- Pre-lining
- Plumbing and drainage
- Completions.

The main contractor is also to inform the TA any variations that may have arisen during the contract. The main contractor is to inform the supervisor when the TA inspections are to be carried out.

It shall be the responsibility of the main contractor to secure a Code Compliance Certificate from the TA upon completion of the work.

26) Asbestos

The contractor is required to immediately notify the supervisor, if the presence of asbestos is suspected or detected during construction.

27) Contractors Animals

Due to a number of problems having been experienced in the past in relation to contractors pets, particularly dogs, on site during the course of the project, The Ministry of Education Central South Office requests that all contractors and related persons refrain from bringing animals on to the school site at all times during the contract.

28) Police Vetting

As a result of an amendment to The Education Act 1989, Boards of Trustees are now required to obtain a police vet from the NZ Teachers Council on all persons working on a school site that are not registered teachers.

This requirement applies to all contractors and their employees who will be on site regularly, as well as your subcontractors and their employees.

You will be required to furnish a list of all workers that will be on site throughout the execution of the work, and distribute Police vet forms to these persons and return the forms to the school to enable the vetting process to be completed.

Any person who turns up on site to work and is not on the list will not be allowed on site.

All information received by the school will be treated in the strictest confidence and will be held in a secure file by the school.



Minor Works Contract

Relating to:

Douglas Park School
G.S.E. Toilet Modifications

Douglas Park Board of Trustees

as Principal

[insert name of Contractor]

as Contractor

Note: all information required by text in blue must be entered/completed prior to providing the form of Contract to the Contractor as part of the quote process, and all drafting notes deleted.

Dated

Parties:

[insert name of school] Board of Trustees (**Principal**)

[insert name of Contractor] (**Contractor**)

The Principal engages the Contractor to provide the Works described below and the Contractor agrees to provide the Works for the sum of \$*[insert agreed contract price]*, or such greater or lesser sum as shall become payable under the Contract (**Contract Price**) together with goods and services tax, and in accordance with the terms and conditions set out in the Contract.

Works: The Contractor shall achieve Completion of the following Works by the Completion Date:

[insert description of the Works to be provided under this Contract and refer to any attached drawings, specifications or other documents describing the Works]

Further details of the scope of Works and a copy of the Contractor's quote may be annexed to this Contract.

Warranties, documents and other information: The Contractor shall provide the following prior to Completion:

[list any building consents, producer statements, compliance certificates, warranties, documents and other information required (these may include manufacturer's warranties, operation and maintenance manuals, owner's manuals)]

Weathertightness Warranty: Is the Contractor to provide a Weathertightness Warranty?

Yes ☐ No ☐ *[tick the appropriate box]*

[Note: a Weathertightness Warranty will be required if the Works impact the weather-tightness of the building, such as the replacement of the whole or a substantial part of the roof or roof flashing, or substantial repairs to the roof which are more than emergency "patch repairs"]

Authorised Representative: *[insert name and contact details]*, who is authorised to act on behalf of the Principal in respect of the Works.

Contract Term: From *[insert date]* (**Commencement Date**) to *[insert date]* (**Completion Date**).

For and on behalf of the Principal by its authorised signatory(ies):

For and on behalf of the Contractor by its authorised signatory(ies):

Print Name:

Date:

Address for notices:

Email:

Print Name:

Date:

Address for notices:

Email:

CONTRACT TERMS AND CONDITIONS

1. FORMATION OF THE CONTRACT

- 1.1 This contract for the provision of Works as described in the contract (**Contract**) will arise on the Contractor signing the Contract and will embody the terms of the Contract and the following terms and conditions (including any Appendices).
- 1.2 The Principal may cancel a Contract by notice to the Contractor if the Contractor has not signed the Contract and delivered it to the Principal within ten (10) working days of the date of issue of the Contract.
- 1.3 No payment otherwise due under the Contract shall become payable until the Contractor has signed the Contract and delivered it to the Principal.

2. GENERAL RESPONSIBILITIES

- 2.1 The Contractor shall:
 - (a) complete, handover to the Principal, and remedy defects in the Works and provide all services, labour, materials, plant and everything, whether of a temporary or permanent nature required by the Contract;
 - (b) comply with all proper instructions issued by the Principal in relation to the Contract or the Works;
 - (c) comply with all applicable statutes, regulations, codes of practice, bylaws of government, local and other public authorities that may be applicable to the Works; and
 - (d) on behalf of the Principal obtain all necessary consents producer statements and compliance certificates required by relevant authorities and pay all required consent fees.
- 2.2 The Contractor shall commence Works on the Commencement Date or as soon as reasonably practicable thereafter, and shall then proceed with the execution of the Works with due diligence.
- 2.3 The Contractor shall achieve Completion of the Works, by the Completion Date.
- 2.4 Where the front page of the Contract states that the Contractor must provide a Weathertightness Warranty, the Contractor shall ensure that the Works comply with the weathertightness requirements set out in the document entitled "Weathertightness and Durability Requirements for Schools (Ministry of Education – August 2014) and any subsequent amendments thereto (refer to <http://www.education.govt.nz/school/property/state-schools/design-standards/weather-tightness-and-durability-design/>) and shall provide to the Principal prior to Completion a Weathertightness Warranty in the form at Appendix 5.
- 2.5 Completion is when the Principal certifies that the Works are complete, including the Contractor having provided all warranties, documents and information stated in the Contract as being required for Completion (**Completion**).
- 2.6 The Completion Date is subject to adjustment for any extensions of time which may be granted by the Principal.
- 2.7 The Contractor shall promptly remedy all defects in the Works identified by the Principal at Completion.

3. INFORMATION

- 3.1 The Principal shall use reasonable endeavours to provide to the Contractor upon request, all relevant information in its possession which relates to the Works. The Contractor shall not, without the Principal's prior written consent, use information provided by the Principal for purposes unrelated to the Works.
- 3.2 The Principal makes no warranty as to the sufficiency or accuracy of such information. The Contractor shall be

responsible for the interpretation of all such information for the purposes of the Works.

4. VARIATIONS

- 4.1 The Contractor shall carry out any variations to the Works (provided that such variations are within the scope of the Contract) instructed in writing by the Principal. The Contractor must not vary the Works without an instruction in writing from the Principal.
- 4.2 The value of the variation must be agreed, or failing agreement, determined by the Principal based on what is fair and reasonable in the circumstances. Unless directed otherwise, the value of the variation shall be agreed or determined prior to the Contractor commencing the varied work. The value of variations will be added to or deducted from the Contract Price.
- 4.3 The Contractor must comply with the requirements of the drawings and specifications. Where the Contractor wishes to propose alternative products or materials to those specified by the drawings and specifications, the Contractor must seek the approval of the Principal in writing. Details of the proposed substitution must be provided to the Principal by the Contractor to highlight the advantages that will accrue as a result of implementing the proposed change. If the Contractor submits a proposal for a substitute product the Principal may:
 - (a) decline to consider the alternative product or material any further;
 - (b) accept the alternative product or material; or
 - (c) request that the Contractor provide further information in relation to the alternative product or material.The further information which might be requested by the Principal may, without limitation, include a certificate or warranty from a body or person nominated or described by the Principal to the effect that the technical aspects of the performance benefits of the alternative material or product which will be delivered to the Principal are no less appropriate or beneficial than those derived through the drawings and specifications. If the Principal makes a request pursuant to paragraph (c) and the Contractor does not provide the further information the Principal may decline to consider the alternative product or material any further.

5. TERMS OF PAYMENT

- 5.1 The Contract Price is the sum stated in the Contract, subject to such adjustments as provided for in the Contract.
- 5.2 The Contractor must provide the Principal with a payment claim within five (5) working days of Completion, for the full amount of the Contract Price.
- 5.3 The Contractor's payment claims must not be in the form of a GST invoice. The payment claims must be addressed to the Principal and must identify the Works carried out, detail the amounts claimed for payment and show any amendments to the original Contract Price.
- 5.4 The Principal shall issue to the Contractor a payment schedule within 15 working days of receipt of the payment claim. The payment schedule shall indicate the amount of the payment claim which the Principal proposes to pay to the Contractor (**Scheduled Amount**).
- 5.5 Where the Scheduled Amount is less than the amount claimed in the payment claim, the payment schedule must indicate:
 - (a) the manner which the Principal has calculated the Scheduled Amount; and

- (b) the Principal's reasons for the difference between the Scheduled Amount and the amount of the payment claim; and
 - (c) where the difference is because the Principal is withholding payment on any basis, the Principal's reasons for withholding payment.
- 5.6 On receipt of a payment schedule, the Contractor may then issue to the Principal a GST invoice for the Scheduled Amount. The Principal shall pay the invoice by the 20th day of the month following the month of issue to the Principal of the invoice for the Scheduled Amount.

6. INSURANCE

- 6.1 The Contractor shall arrange and maintain public liability insurance and motor vehicle third party liability insurance of no less than \$1,000,000 in the joint names of the Contractor and the Principal until final completion of the Works. These insurances must cover both the Contractor and the Principal for any liability for loss or damage to any property, or injury or illness or death to any person that arises from the carrying out of the Works.
- 6.2 The Principal shall arrange and maintain contract works insurance in the joint names of the Contractor, subcontractors and the Principal, until Completion of the Works, to cover loss or damage in accordance with its insurance policies. The insurance shall also cover loss or damage resulting from an act or omission of the Contractor in the course of remedying defects. Details concerning these insurance policies are set out in Appendix 4.
- 6.3 Where the Works are in the nature of additions, alterations, repairs, or maintenance to an existing structure, or where the Works are in the vicinity of another structure in the care of the Principal, the Principal will effect insurance under clause 6.2 and will include cover for the replacement values nominated in Appendix 4 in respect of:
- (a) the existing structure;
 - (b) other structures in the vicinity; and
 - (c) any contents which are owned by the Principal and contained within the existing or other structures,
 - (d) in each case as identified in Appendix 4.
- 6.4 The Contractor must pay the full amount of any of the Principal's insurance policy deductibles or excesses where the loss, damage or liability arises out of an act or omission of the Contractor in which event the Contractor must pay the amount stated in Appendix 4 as the nominal deductible (Nominal Deductible) as applicable. The Nominal Deductible will be in each case an amount which is equal to the actual insurance policy deductible or excess.

7. INDEMNITY

- 7.1 The Contractor shall indemnify the Principal against any liability, loss, damage, claims, costs and expenses incurred in connection with any faulty workmanship, defects or non-compliance of the Works, any other breach by the Contractor of any term of the Contract or the negligent or wrongful act or default of the Contractor or any of its employees, subcontractors or agents in performing obligations under the Contract.
- 7.2 This clause 7 survives termination or expiry of the Contract.

8. CONFIDENTIALITY

- 8.1 The Contractor must use its best endeavours to keep confidential all matters relating to the Contract. The Contractor must not disclose any information related to the Contract except to the extent that the disclosure of that information is necessary for the Contractor to carry out its obligations under this Contract, to enforce any of its rights under it or where disclosure is required by law.
- 8.2 This clause 8 survives termination and expiry of the Contract.

9. HEALTH AND SAFETY

- 9.1 The Contractor warrants that it and any of its employees, agents and subcontractors have complied and will comply with the Health and Safety at Work Act 2015 and all other regulatory provisions for health and safety in connection with the Works (including the Principal's Health and Safety Requirements as revised from time to time and available on the Ministry of Education's website under the following link: www.education.govt.nz/school/property/health-and-safety-management/ and the Principal's Asbestos Handling Requirements as revised from time to time and available on the Ministry of Education's website under the following link: www.education.govt.nz/school/property/state-schools/fixing-issues/asbestos
- 9.2 The Contractor warrants that it and any of its employees, agents and subcontractors have complied and will comply with all the Principal's protocols, rules and regulations for health and safety in connection with the Works.
- 9.3 Prior to commencing the Works, the Contractor shall prepare and submit to the Principal a site specific risk assessment and a site specific health and safety plan appropriate to the scope of the Works, and shall comply with any such plan in the performance of the Works. Acceptance by the Principal of the site specific risk assessment and a site specific health and safety plan shall not relieve the Contractor of any obligation or liability under the Contract or at law.

10. TERMINATION

- 10.1 Either party may terminate the Works by immediate notice if the other party materially breaches the Contract, including but not limited to the Contractor failing to perform the Works by the Completion Date or to the standard required by this Contract.
- 10.2 Termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties.

11. DISPUTE RESOLUTION

The parties shall attempt to settle any dispute which arises between them by way of good faith discussions. If an agreement cannot be reached within 20 working days of any dispute being notified by one party to the other party, then the parties may by agreement refer the dispute to mediation, failing which either party may refer the matter to other forms of dispute resolution.

12. PRIVACY OF CONTRACT

- 12.1 Where the Principal is a School Board of Trustees, the obligations of the Contractor and any of its subcontractors under the Contract shall for the purposes of the Contracts (Privity) Act 1982 be deemed to be for the benefit of the Ministry of Education (including, its successors and assigns) and shall be enforceable by the Ministry of Education against the Contractor or any of its subcontractors but not so as to impose any greater liability on the Contractor or its subcontractors towards the Ministry of Education than the Contractor owes or owed to the Principal.
- 12.2 Where the Principal is the Ministry of Education, the obligations of the Contractor and any of its subcontractors under the Contract shall for the purposes of the Contracts (Privity) Act 1982 be deemed to be for the benefit of the School Board of Trustees (including, its successors and assigns) and shall be enforceable by the School Board of Trustees against the Contractor or any of its subcontractors but not so as to impose any greater liability on the Contractor or its subcontractors towards the School Board of Trustees than the Contractor owes or owed to the Principal.

13. ACKNOWLEDGMENT

- 13.1 The Contractor acknowledges and agrees that it:
- (a) is qualified to carry out the Works;

- (b) has no, and is not aware of any conflict of interest, that it has not disclosed in writing to the Principal prior to signing this Contract, including but not limited to any personal or professional relationship that the Contractor (or its directors, majority shareholders, or individual owner(s)) has with any member of the School Board of Trustees or a school staff member, and the Contractor undertakes to advise the Principal immediately if any conflict of interest should arise;
- (c) is not the subject of any claim brought by the Ministry of Education or any School Board of Trustees for defective workmanship, and will notify the Principal immediately if any such claim is brought; and
- (d) has complied, and will comply, with all Ministry of Education police vetting requirements before it or any of its employees, subcontractors or consultants access the school to carry out the Works. Details may be found on the following web site: <http://www.education.govt.nz/school/property/state-schools/project-management/boards-of-trustees-role/police-vetting/>

14. GENERAL

- 14.1 The Contract is governed by New Zealand law, and the New Zealand courts have non-exclusive jurisdiction in respect of this Contract.
- 14.2 This Contract evidences the entire agreement between the Contractor and Principal in connection with the Works and supersedes and extinguishes all prior agreements (including any quotes provided by the Contractor) between the Contractor and Principal relating to such matters.
- 14.3 The Contractor shall not assign the Contract without the Principal's prior written approval. A change in the management or control of the Contractor or the sale of the major part of the Contractor's business or assets will be deemed to be an assignment for the purposes of this clause.
- 14.4 The Contractor shall not subcontract any part of this Contract or the Works without the Principal's prior written consent. Where the Principal consents to the Contractor subcontracting any of its obligations under this Contract to a third party, the Contractor will remain fully responsible for all obligations to the Principal under the Contract.
- 14.5 The Principal may set-off any amounts owing to the Contractor under this Contract against any amounts owing to the Principal by the Contractor under this Contract.
- 14.6 Any notice to be given under the Contract must be in writing and must be delivered or sent by post or e-mail to that party's address for notices set out in the Contract. In the case of notice by email, confirmation of receipt from the recipient is required to confirm the delivery of the notice.

APPENDIX 1 – THE DRAWINGS

APPENDIX 2 – THE SPECIFICATIONS

APPENDIX 3 – OTHER DOCUMENTS

APPENDIX 4 – PRINCIPAL ARRANGED INSURANCE

Principal arranged contract works insurance: In accordance with clause 6.2, the insurance policies are:

for clause: 6.2 Construction Material Damage; and

for clause: 6.3(a) and (b) – Material Damage Insurance Policy

for clause: 6.3(c) – *[Contents Policy] or [N/A] [Note: insert N/A if the School does **not** have a separate contents insurance policy]*

Details of Principal arranged construction insurance:

Lead insurer is: Vero Insurance New Zealand Limited of Private Bag 92 – 237, Auckland.

The Nominal Deductibles are:

For damage arising out of the works: **\$5,000** or **\$25,000** for loss arising from testing and commissioning

For other claims **\$5,000**

[Note: to obtain contract works insurance contract works insurance for your project, the Ministry requires that the details of the contract are entered into the Ministry's contract works insurance broker's website. The Ministry's insurance broker's website can be accessed via: www.education.govt.nz/school/property/state-schools/project-management/project-managers-role/procurement/insurance/]

The existing structures to be insured by the Principal are:

*[Note: the Board shall insure any existing structures **that it owns** and list these here. If the structures are owned by the Ministry the information requested below can all be marked as "N/A". For the purposes of the contract, "existing structures" are defined as being those structures directly affected by construction activity e.g. where the construction involves working in, on, under, over or in connection to existing structures. Existing property insurance policies will need to be checked with the policy provider to ensure that the policy covers damage arising from construction activity]*

The replacement value to be insured is: (\$) *[insert value]*

Lead insurer is: *[insert name of insurer]*

The Nominal Deductibles are: **\$[insert figure]** for damage arising out of the Works and for other claims.

[Note: the Board will need to insert the appropriate details as stated in their insurance policy]

Other structures in the vicinity are:

*[Note: the Board shall insure any other structures **that it owns** and list these here. If the structures are owned by the Ministry the information requested below can all be marked as "N/A". For the purposes of the contract "other structures in the vicinity" are those structures within the defined boundary of the construction site. Any existing property insurance policies already in place will need to be checked with the policy provider to ensure that it covers damage arising from construction activity]*

The replacement value to be insured is: (\$) *[insert value]*

Lead insurer is: *[insert name of insurer]*

The Nominal Deductibles are: **\$[insert figure]** for damage arising out of the Works and for other claims.

[Note: the Board will need to insert the appropriate details as stated in their insurance policy]

Contents insurance:

The replacement value to be insured is: (\$) **[insert figure]** *[Note: where the Board is a member of the Ministry of Education's 'Risk Management Scheme for school contents' (RMS) enter "\$ replacement cost". Where the Board is not a member of the RMS they need to consult their own insurance provider]*

The lead insurer is: *[insert name of insurer]*

Address of lead insurer: *[insert address of insurer]*

The Nominal Deductibles are:

For damage arising out of the Works: **\$[insert figure]** *[Note: where the Board is a member of the Ministry's 'Risk Management Scheme for school contents' (RMS) enter \$500. Where the Board is not a member of the RMS they need to consult their own insurance provider]*

For other claims: **\$[insert figure]** *[Note: where the Board is a member of the Ministry's 'Risk Management Scheme for school contents' (RMS) enter \$500. Where the Board is not a member of the RMS they need to consult their own insurance provider]*

[Note: the Board will need to insert the appropriate details as stated in their insurance policy]

APPENDIX 5 - FORM OF CONTRACTOR'S WEATHERTIGHTNESS WARRANTY

Contract for: *[contract name]*

THIS DEED is made on day of 20.....

BY ('the Contractor')

IN FAVOUR OF ('the Principal')

IT IS MADE IN THE FOLLOWING CIRCUMSTANCES

- A** By an agreement dated the day of 20 ('the Contract') made between the Principal and the Contractor, the Contractor agreed to carry out and complete the Works.
- B** The Contract requires the Contractor to provide the Principal with a weathertightness warranty on the terms set out in this warranty.
- C** Words and phrases with capital initial letters that are not otherwise defined in this warranty shall have the same meaning as set out in the Contract.

BY THIS DEED

- 1.** **THE** Contractor warrants that the Works when completed shall be weathertight in accordance with the Contract and industry standards, and shall remain watertight for a period of 10 years from the date of Completion ('the Warranty Period').
- 2.** **THE** Contractor indemnifies the Principal in respect of all costs, losses and liabilities incurred by the failure of the Works to remain weathertight in accordance with the Contract and best New Zealand industry standards, or by any failure by the Contractor to meet its obligations under this warranty.
- 3.** **THIS** warranty is in addition to and shall not derogate from any manufacturer's warranty or any warranty implied by law, attaching to any part of the Works.
- 4.** **THE** Contractor must promptly takes steps to remedy or procure the remedy of defects and damage in the Works arising from any failure of the Works to remain in accordance with the Contract and best New Zealand industry standards, and which are notified in writing by the Principal to the Contractor during the Warranty Period.
- 5.** **ANY** remedial work which the Contractor is required to undertake under this warranty shall be carried out:
 - (a) to the standard required by the Contract;
 - (b) to the reasonable satisfaction of the Principal;
 - (c) without unnecessary inconvenience to any occupants;
 - (d) at the Contractor's cost; and
 - (e) subject to reasonable access being provided to the Contractor for the purpose of carrying out the Remedial Works.
- 6.** **THE** Contractor must make good any damage to buildings or structures in the vicinity of the Works caused by:
 - (a) a failure of the Works to remain weathertight in accordance with the Contract and best New Zealand industry standards; or
 - (b) any remedial works carried out by or on behalf of the Contractor under this warranty.
- 7.** **THE** Contractor must remedy the defects and damage notified by the Principal under this warranty within fourteen (14) Working Days of receipt of the Principal's notice or within such other reasonable time as determined by the Principal (at its discretion) as may be stated in writing in the Principal's notice under this clause.
- 8.** **IF** the Contractor fails to adequately and satisfactorily carry out any work notified by the Principal under this warranty within the time required under clause 7, the Principal may, after giving five (5) Working Days' further written notice to the Contractor, undertake the work itself or direct others to undertake the work. In such event:
 - (a) the Contractor shall not be relieved of any of its obligations under this warranty; and
 - (b) the cost of the work undertaken by the Principal or others (including without limitation labour, materials, travel and other charges or expenses related to the work) shall be recoverable by the Principal from the Contractor on demand.

9. **THE** Contractor shall not be liable for any defect or damage caused by:
- (a) wilful act or negligence of the Principal; or
 - (b) any such operation of the forces of nature as an experienced contractor could not reasonably foresee or make provision for.
10. **NOTICES** given to the Contractor under this warranty are deemed to have been effectively served on the Contractor if given in accordance with the notice requirements in the Contract.
11. **THE** Principal may assign the benefits and rights under this warranty.
12. **THIS** warranty is governed by the laws of New Zealand.

In witness of which this deed has been executed and delivered.

SIGNED on behalf of the Contractor by:

.....
Director

.....
Director

NOTE – This warranty shall be executed by the Contractor in the manner required for execution of a deed. If the Contractor is a company it shall execute the warranty by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the warranty is signed under the name of the company by that director, but the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute in the same manner as a company by persons in a comparable position to a company director or otherwise in accordance with section 9 of the Property Law Act 2007. If the Contractor is an individual, the person shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.

Douglas Park School **G.S.E. Toilet Modifications**

Scope of Work

This contract is for the construction of an accessible ramp & covered deck and the provision of a new aluminium entry door, and associated work to the existing accessible toilet, at Block1 at Douglas Park School, 136 Cole Street, Masterton, as described below.

All work is to be carried out to the best of trade practise and in accordance with all relevant standards, manufacturers instructions and the NZ Building Code.

Construction to be as detailed in the attached drawings.

Please check all dimensions on site.

Allow to complete the following items of work:

Demolition:

- Remove existing window & section of exterior wall at location shown in drawings to allow for new aluminium window & door.
 - Remove existing concrete steps at location shown in drawings.
 - Remove exterior canopy and down pipe above doorways as indicated in drawings.
 - Disconnect services to allow for demolition.
 - Remove all demolition material & debris from site.
-

New Work:

- Provide temporary hoardings at locations shown in drawings.
- Frame and line section of exterior wall where window has been removed. Interior linings & exterior cladding to match existing.
- Supply & install new aluminium door/window unit, (D1), at location shown and as detailed in drawings.
- Supply & install new Window Control Systems window control gear to suit new over light opening windows.
- Allow to relocate hand basin and hand dryer in accessible toilet area as shown in drawings.
- Construct new timber deck using 100x40 H3.2 decking on 140x45 H3.2 joists at 450mm crs over 140x90 H3.2 bearers as detailed in drawings.
- Construct verandah roof over new deck using 190x45 H3.2 rafters at 900 crs, with Steel & Tube 60 FR fire retardant translucent corrugated roofing over Thermakraft Ausmesh safety mesh on 45x45 purlins at 900 crs. Including 90x90 H5 verandah posts & 190x45 H3.2 verandah beam as detailed in drawings.

- Construct new timber steps to deck at location shown and as detailed in drawings.
- Construct new accessible ramp using 100mm thick concrete ramp with concrete foundations as detailed in drawings, and 100x40 H3.2 decking on 140x45 H3.2 joists at 450mm crs over 90x90 H3.2 bearers as detailed in drawings.
- Provide 40mm diameter galvanised hand rails to ramp & steps as indicated in drawings.
- Provide new Marley Magnum spouting to new verandah with 80mm down pipe. Connect down pipe to existing storm water drainage.

Painting

- Interior
 - Allow to paint new architraves, new wall linings and any areas affected by demolition work.
 - Exterior (new work only)
 - Allow to paint new timber weatherboards, new facings and new miscellaneous timber trim
- Exterior colours to match existing.

All rubbish and debris to be removed from site upon completion of work.

DOOR HARDWARE

- a) Door Hinges Hang exterior doors on 100 mm broad butts with fixed pins; 4 butts to each door. Hang internal doors on 100 mm LP bronzed steel butts, 3 butts per door.
- b) Locks Fit on all external aluminium doors, Lockwood 3582XT Vestibule Set, and on all timber doors Lockwood 3572WT, (L or R to suit handing), mortise locks with handles 1m from floor. Provide extended striker plates to all outward opening doors to master door facings. Provide 3 keys for each lock.
- c) Door closers Fit on new external doors to classroom doors, a Schlage LCN M4040 heavy duty door closer with Steel Grey finish. Fit in accordance with manufacturers instructions.
- d) Hold-Back Hooks Fix to each external door Sopers Macindoe SPDH 81SL wall mount door holder. Fix to each internal door fitted with a door closer a cp hook and eye.
- e) Furniture All door furniture shall be Legge Pacific Alpha 500 with scp finish.
- f) Window Controls Window Control Systems window control gear to suit new over light opening windows.

Carpentry

1) References

Refer to the general conditions of contract and the preliminary and general sections of the contract documents which are equally binding on this trade section.

Read this trade section of the specification with all other contract documents.

2) Scope of Work

Refer to the extent of work section of this specification.

3) General

- 1) Supply all gear and materials necessary to carry out the Works.
- 2) Use all new materials the best of their respective kinds. Make no substitutions for materials specified with out the supervisors approval.
- 3) Set out the Works symmetrically unless stated otherwise.

4) Workmanship

Use workmanship and materials in accordance with the best trade practice by competent tradesman conforming with the relevant New Zealand Standards. Carry out all work in accordance with The New Zealand Building Code, Acceptable Solutions E2/AS1 & E3/AS1, and any relevant manufacturers instructions.

5) Timber Grading

- 1) Timber to grades in accordance with NZS 3604: 2011 and NZS 3631:1988
- 2) Use dry timber with the following equilibrium moisture content:

a)	External	Sawn Timber	20% average max 22% at 17.5 deg c.
		Machine gauged	19% average max 22% at 17.5 deg c.
b)	Internal	Sawn	18% average max 20% at 17.5 deg c.
		Dressed	12% average

max 15% at 17.5 deg c.

6) Timber framing

- 1) Unless otherwise detailed, timber framing to comply with NZS 3604:2011. Generally all framing to be H1.2 SG8 grade Pinus Radiata. Studs for walls up to 2.4 m high: 90 x 45 studs @ 600 centres.
- 2) Dpc to be fitted between all concrete and timber.
- 3) Dwangs to be provided @ 800 crs max to all timber framed walls. Fit additional dwangs as required for upstands, joinery units, light fittings, hardware, and the like.
- 4) Provide all lintels, trimmers and blocking in accordance with NZS 3604:3011

7) Exterior Timber

- 1) Use H3.2 SG8 grade framing grade pinus radiata for all exposed exterior timber.
- 2) Use H5 SG8 grade framing grade pinus radiata for all timber in contact with the ground.

8) Exterior Finishing Timber

Use finger jointed or clear H3.1 SG8 grade pinus radiata for all exterior finishing timbers. Profiles to match existing where necessary.

9) Interior Finishing Timber

- 1) Finishing timber to match existing except where noted otherwise.
- 2) Use selected or Dressing A Rimu for all clear finished interior trim unless noted otherwise.
- 3) Use selected, clear or finger jointed pinus radiata or MDF for all painted interior trim.

10) Fixings

- 1) Nail fix timber work in accordance with NZS 3604:2011.
- 2) Punch all finishing nail fixings and leave ready for stopping.

- 3) Use non ferrous or galvanised fixings for exposed external timber work.
- 4) All hardware is to fixed with appropriate fixings of matching finish to the item being fixed. Use non ferrous screws in external situations.
- 5) Use galvanised fixings where fitting into concrete.

11) Priming

Preprime all surfaces of exterior painted timberwork prior to fixing. Prime all cuts and joints as necessary.

12) Building paper

Fix fire resistant breather type building paper complying with NZS 2295:2006 over exterior framed surfaces in accordance with NZS 3604:2011

13) Exterior Cladding

As per extent of work or to match existing as required, supply, store and fix in accordance with the manufacturers instructions.

14) Interior Linings

As per extent of work or to match existing as required, supply, store and fix in accordance with manufacturers instructions.

Concrete & Reinforcing Steel

1) References

Refer to the general conditions of contract and the preliminary and general sections of the contract documents which are equally binding on this trade section.

Read this trade section of the specification with all other contract documents.

2) Scope of Work

Refer to the extent of work section of this specification.

3) General

- 1) Supply all gear and materials necessary to carry out the Works.
- 2) Use all new materials the best of their respective kinds. Make no substitutions for materials specified with out the supervisors approval.
- 3) Set out the Works symmetrically unless stated otherwise.

4) Workmanship

Use workmanship and materials in accordance with the best trade practice by competent tradesman conforming with the relevant New Zealand Standards. Carry out all work in accordance with The New Zealand Building Code, and any relevant manufacturers instructions.

5) Concrete & Reinforcing Steel

- 5.1 All concrete construction shall comply with NZS 3109:1997
- 5.2 Concrete shall be special grade in accordance with NZS 3604:2011, having a compressive strength at 28 days using standard cured 300 x 150mm diameter cylinders.
- 5.3 All concrete shall be water cured for a minimum period of seven days
- 5.4 All concrete shall be vibrated using an immersion type mechanical vibrator to fully consolidate the concrete and to release all entrapped air. Do not over vibrate the concrete.
- 5.5 Concrete surface finishes shall comply with NZS3114:1987 and shall be:

Foundations	concealed	F1
	revealed	F3

- 5.6 The contractor shall allow to accurately position, level and secure all bolts, weld plates, inserts, pipes etc, before pouring concrete.
- 5.7 Use an approved release agent for all formwork.
- 5.8 Reinforcing steel shall be round and deformed Grade 300 MPa mild steel (R or D) or Grade 430MPa high yield steel bars (HD) complying with NZS 4671:2011
- 5.9 All bends, laps and covers to the reinforcing steel and mesh shall comply with NZS 3101.1 & 2:2006.
- 5.10 Reinforcing steel shall be tied at each intersection with black sort mild steel wire, with the ends turned away from the concrete surface.
- 5.11 Reinforcing steel shall be supported on plastic chairs or formed concrete chairs at spacings appropriate to the bar size to maintain the specified concrete cover.

METAL JOINERY

MJ 01 GENERAL

The metal joinery manufacturer shall supply all metal joinery etc. , scheduled and detailed on the drawings, complete with all necessary hardware and operating mechanisms. Allow to attend the site to check all units are complete properly installed, weather tight and in full working order.

MJ 02 APPROVED MANUFACTURES

The metal joinery in this contract shall only be supplied by manufacturers approved by the Supervisor. Use only face mounted joinery that conforms to the performance and standards as set out in the individual agreements, confirming patterns, sections and construction.

Approved manufacturers are: Altherm, Horizon Aluminium Products Ltd., Nebulite Aluminium Products Ltd., Rylock Co, Vantage. Only one brand and/or window suite shall be used throughout the contract.

MJ 03 PERFORMANCE REQUIREMENTS OF JOINER

The manufacturer shall comply with the requirements of the specification and if required provide certified evidence that the performance of the joinery meets the specified requirements. All windows shall be designed to conform with NZS 4211 : 1985, for a very high wind zone with the following additional & specific requirements.

Minimum design wind pressure shall be 1550 PA.

Torsional strength of sashes - Maximum deflection shall not exceed 25 mm when loaded with a force equivalent to 0.5 times the relevant operating force for sashes from table 3.

Overall strength and deflection - All members in the whole of each unit shall be designed to comply with the requirements of NZS 4203 : 1984.

The minimum acceptable level of air leakage shall be level 8.

Security - All windows shall be designed so as to positively lock in a closed position. Windows shall not be able to be fully or partly dismantled mechanically once installed, with all opening frames in a closed position.

MJ 04 RESPONSIBILITY FOR DIMENSIONS

The window and door schedule listed for tendering purposes shall be checked and confirmed by the contractor before manufacturing is commenced.

MJ 05 MATERIALS

Aluminium:	The alloys shall be used as designated below.
Extrusions:	Shall be fabricated from alloy of designation 6063, complying with AS 1866.
Sheet sills, flashings, couplings, and the like	shall be fabricated from alloy designations 1200 or 3105 or 5005 or 5211, to AS 1734, of temper suitable for the method of forming to be adopted.
Coating	Coating shall be powder coating with frames coloured Charcoal, IPT6041 and sashes coloured Ghost Grey, IPT 6083.
Section thickness	Not less than 2mm except flanges, box sections, and perimeter frame, which shall not be less than 1.6 mm.
Flashings	shall be 0.8 mm & other sheet material shall be 1.5 mm.
Assembly fixings	Shall be aluminium or 300 series stainless steel to part 4 of BS 970. All fixings exposed to view shall match the existing colour.
Weatherseals and gaskets	Draft seals shall be silicon impregnated polypropylene pile stripping colour grey. Dry glazing gaskets and draft seals shall be black EPDN.
Jamb liners	Shall be H1 treated finger jointed pine painted timber.
Sealants	Shall be of materials that do not react with aluminium, aluminium finishes, glass or glazing materials.

Joins between frame components shall be sealed with synthetic rubber small joint sealant. Installation sealant shall be poly sulphide sealant of approved manufacturer.

JO 06. MANUFACTURER

- a) The windows and doors shall be assembled by the manufacturer so that the compliance with the performance requirements of the specifications are maintained.
- b) The window and door units are to be manufactured for exterior face installation over wall linings.

- c) All assembly fixings of window and door units shall be installed so as to be concealed from view when the units are built in and in the closed position.
- d) Joints in frames and sashes shall be made either by welding or by other mechanical means. Joints may have flush, stepped or lapped surfaces. Flush joints formed by mechanical means may deviate from the same plane only within the limits set as the tolerances allowed in the extrusion of aluminium.
- e) The finished windows shall be free from all sharp edges, burrs and the like that might be a hazard to the user.
- f) Welded joints shall be cleaned off smooth on the surfaces which abut on closing faces or which are exposed when the window is in the closed position and where they come into contact with the glass.
- g) The weather strip shall be capable of being renewed without removing the frame from the structure.
- h) Hardware bearing devices and fittings shall be replaceable without removing the frame from the structure.
- i) Aluminium sill trays shall be fitted under the corner of window and door frames and the junction between window and door frames. Aluminium sill trays may be deleted if the window manufacturer can demonstrate a full sealed frame and has written approval from the Architect.

JO 07 GLAZING

All glazing shall be Grade A safety toughened glazing and shall be carried out in accordance with NZS 4223: 1985, with the provision that the minimum thickness of any glazing shall be 4 mm

JO 08 HARDWARE

Where possible all hardware shall be factory fitted. Otherwise shall be factory drilled for site installation hardware. All hardware shall be screw fixed unless prior written approval for other fixing to be used is given. Hang awning sashes on suitably sized Interlock commercial grade aluminium awning friction stays. To each awning sash fit two Interlock Avon window fasteners and two Interlock Restictor stays. Fit to sliding sashes approved fasteners to prevent sashes being lifted out of frames.

JO 09 JAMB LININGS

Where jamb sill and head liners are supplied by metal window and door manufacturer it shall be noted that the thickness and number of layers of internal linings vary. Built up liners to obtain required thickness are not acceptable. Refer interior elevations in drawings.

Note also Clause 6 and Schedule of Timber Classes and Grades in "Carpentry". Liners shall be securely fixed to give a snug tight joint. Faces of liners making contact with joinery frames shall be pre-primed with an approved lead free primer in accordance NZS 7703 or treated water repellent solutions complying with NZS 7701.

JO 10 UNLOADING AND STACKING

The contractor shall receive the windows on delivery. They shall be handled with care, stacked on edge on level bearers and supported evenly against a wall or vertical bearers under cover until installed into their final positions. No window and door unit shall be delivered to the site unless they can be immediately unloaded into suitable conditions of storage.

JO 11 FIXING/INSTALLATION

Fix all windows and doors into prepared openings. The exact dimensions of windows and doors shall be taken from the job by the manufacturer and where necessary, templates of openings shall be made to ensure proper shape and sizing. Windows shall not be forced into openings which are out of square or too small. The openings shall show at least 3 mm tolerance all round. The window shall be secured at head, jamb and sill and care shall be taken to ensure that the windows are not distorted when fully fixed in place. The spacing of fixings shall not be greater than 500 mm.

All onsite assembly junctions required shall be specially designed and fabricated to ensure a continuous weather tight component. Joints shall be cleated and riveted and coated with sealant before assemble. The junction between building fabric and window frames shall be sealed with polysulphide sealant. Application of the sealant shall strictly conform to the sealant manufacturers recommendations and specifications. The sealant shall be coloured such that it will not stain the adjoining building fabric and will receive paint without bleeding, not sag or run and will not set hard or dry under any conditions of local weather.

JO 12 GUARANTEE

On the completion of the building contract the window manufacturer shall provide a written guarantee made out in favour of the Ministry of Education, for the whole of the work mentioned under this trade heading with regard to efficient working and weather tightness for a period of three years from the date of completion of the unit.

PAINTING

1) General

Refer to all the general and specific conditions, the tender drawings and preliminaries section of this specification, all of which shall apply to this section of the works.

2) Extent of works

Refer to the extent of work section of the specification.

3) Colours

Colours will be selected during the contract, generally to match the existing School colour scheme.

4) Workmanship and materials

All painting shall be in accordance with good sound trade practice, in accordance with NZS 2311:2009, and only premium grade paint systems are permitted. The only paint products approved for this contract are for paints manufactured by **Resene** and **ICI Dulux**. Unless prior dispensation is given for an alternative manufacturers product, all tenderers must price this work using paints supplied by either Resene or Dulux.

Only first class premium paints may be used on these contract works and all paint brought on to the site must be in the original manufacturers tins and must be available for inspection by the supervisor at all times during the contract. The supervisor reserves the right to take samples for testing. Any materials which do not conform to the manufacturer's formulae or the requirements of this specification will be rejected.

Unless specified otherwise all paint materials shall be lead free. An exception may be for galvanised steel priming, unless specified lead free for roof water collection areas.

All paint materials in thermal areas shall be of a suitable formula.

a) Paint systems

It is intended that, unless specified otherwise a "paint system" is used on all works involved in this contract. That is, only the same manufacturer's primer, undercoat and finishing coats are to be used in any given situation. Use the correct type of each as recommended by the manufacturer for the materials to be

painted and their situation. The painting for this contract shall require the application of a complete "paint system"

b) Cutting In

Only first class cutting in work will be accepted on this contract. The requirement for, and the importance of, a top class cutting in job cannot be stressed enough. It is therefore brought to the attention of all tenderer in this specific clause and reiterated that any poor cutting in work will be completely rejected by the supervisor and the work will be required to be completely redone.

c) Protection of work

Take adequate precautions during and after painting operations to protect your own work, and the work of other trades and adjacent existing surfaces, from damage or disfigurement, The Contractor must ensure adequate protection for all grassed, concrete or sealed areas during preparation, mixing and application, including cleaning and washing of brushes and applicators.

The contractor must ensure that all brick veneer work is adequately protected from the possibility of paint damage.

Provide pans or trays in which to keep materials and carry out all necessary floor and wall protection, for both new and existing areas.

External work shall not be done during frosty or inclement weather and in the likelihood of frost, work in shaded positions shall cease at least four hours before sunset.

Protect factory finishes from paint disfiguration.

Protect floor finishes from paint spillage or disfiguration. Any paint damaged by frost, rain, and dust or through inadequate protection shall be rubbed down and recoated at the painter's expense.

Any damage done to persons or property by the painting contractor or his workmen during the progress of the contract is to be made good at the expense of this contractor.

d) Conditions when paint is not to be applied

Paint is not to be applied when any one of the following conditions exist:

- The surface is less than 5 degrees Celsius above dew point.
- The ambient air temperature is below 5 degrees Celsius, or 10 degrees Celsius in the case of water based paints.
- The relative humidity exceeds 85%.
- There is moisture or ice on the substrate.
- If any of the above are likely to occur before the paint dries.
- Any condition stipulated by the paint manufacturer more restrictive than above.

5) **Colours**

The colour scheme will be chosen before the contract starts and forwarded to all tenderers.

Tenderers are to note that all work to be painted **white**, will require:

- **three** finishing coats over the undercoat.

6) **Preparation of surfaces**

It shall be the responsibility of the painter to ensure that all surfaces, including surfaces of each successive coat, are in a suitable condition to produce a first class job. Apply "Moss & Mould Killer" to areas where required, wash down and apply such sealers, neutralisers, etc., as are necessary and in accordance with sound trade practice, Similarly wash or brush down prepared surfaces immediately before painting to effectively remove dust, deposits or loose material. Such preparatory work being deemed to form part of this contract.

No paint shall be applied to damp surfaces. All timbers exposed to view or contact by the hand shall be smooth finished and the painter shall not apply to such surfaces if still rough.

It shall be the responsibility of this sub-contractor to make good, to the supervisor's satisfaction, any paint failures or blemishes caused by insufficient or incorrect preparation of surfaces to be painted.

Where appropriate all existing wallpaper shall be stripped off in preparation for the new wallpaper. Prepare the existing wall surface to recommended trade practice.

7) Cleaning down of existing surfaces

Where existing surfaces require re-painting in this contract, the following conditions shall also apply:

a) Generally

Rigid attention must be paid to the "PREPARATION OF SURFACES" clause as above. Existing surfaces shall be repaired as called for and the painter must allow for filling as required.

Remove sufficient to provide a good key for new paint. Prime any existing bare timber or steel shown up by old paint removal.

b) Removal of moss and mould infestation

This must be applied to any porous surface, the contractor must ensure that all moss and mould is removed prior to the application of any paint system.

Treat all infested areas with Resene, or equal approved, Moss and Mould Killer, at a rate of 100 grams to 1 litre of clean water, or as required by the alternative manufacturer. Leave for 48 hours to achieve a full kill, then wash down the affected surfaces.

c) Sanding

The use of disk sanding equipment is not permitted on this contract.

8) Priming

a) Generally

Prime all faces, edges backs, joints and abutting surfaces of all exterior finishing timbers.

b) Galvanised steel

Thoroughly degrease all surfaces before priming. Apply "Galvo One" or equal approved, steel primer.

c) Other priming

Shall be as recommended by the manufacturer of the finishing paint.

9) Undercoats

Undercoats shall be the same brand as the finishing coats and shall be as recommended by the manufacturer of the finishing paints for use with his paint in the situations specified. **Tint the undercoats to closely match the colour of the finishing coats to give additional covering power to paint.** Undercoats on exterior, exposed more than 8 weeks to weather, shall be sanded down and recoated without extra charge. The minimum number of paint coats required in each particular case is specified in later clauses, but not withstanding this, undercoats shall be sufficient to provide a full bodied, even colouration to the finished job.

10) Application of paint

a) Exterior Painting

Shall be applied by BRUSH ONLY. Airless spraying is **NOT** permitted.

b) Interior Painting

The undercoat shall be applied by BRUSH ONLY. The finishing coat may be applied by brush or roller.

11) Painting schedule

a) Timber Doors

NOTE: Both the tops and bottoms of all doors are to be painted.

Prime (if new):	One coat of pigmented sealer
Undercoat:	One coat of alkyd undercoat
Paint:	Two coats of satin enamel

b) Door and Window Frames and/or Liners

Prime:	One coat of pigmented sealer
Undercoat:	One coat of alkyd undercoat
Paint:	Three coats of gloss enamel (white)

c) Exterior Sheathing and Concrete Blocks and C P Plaster Finishes

Prime: One coat of exterior acrylic primer
Paint: Two coats of exterior acrylic "Lumbersider"

d) Existing Galvanised Steel Roofs, Flashings, Spouting, Downpipes & Metalwork

Refer to previous clauses for the preparation of existing surfaces. Ensure all rust, blisters and loose or perished paint has been removed. Recoat in zinc rich paint any ungalvanised metal exposed during preparation.

Prime: One coat of galvanised steel primer
Paint: Two coats of exterior full gloss acrylic or enamel

e) Painted Metalwork

Prime: One coat of galvanised steel primer
Paint: Two coats of exterior full gloss enamel
(3 coats if white)

f) Exterior Trim, Facings etc.

Prime: One coat of exterior acrylic primer
Undercoat: One coat of exterior acrylic undercoat
Paint: Two coats of exterior acrylic paint

g) Gibraltar Board

Sealer: One coat of Gib Sealer
Undercoat: One coat of acrylic undercoat
Paint: Two coats of acrylic (satin)
Three coats for white ceilings (matt)

h) Particle Board Linings

Undercoat: One coat of sealer
Paint: Three coats of clear polyurethane

k) All Interior Finishing Trim and Hardboard Linings

Prime: One coat of acrylic primer (satin)
Paint: Two coats of acrylic (satin)

12) Left over paint

All cans of partially used paint left over at the completion of the contract shall become the property of the Board of Trustees. The contractor shall clearly label each can with the paint colour and the block on which the paint was used.

Hand all left over paint to the school caretaker at the completion of the contract. This paint shall be available for use by the contractor at the conclusion of the maintenance period if it is required.

13) Completion

Clean all glass, flooring, fittings etc. of any paint spots and leave the site in a clean and tidy condition.