

SCHEDULE OF WORKS

FOR

**UNDERPINNING, SUPERSTRUCTURE REPAIRS
AND REDECORATIONS**

AT

**66 GLOUCESTER CRESCENT
LONDON NW1 7EG**

ON BEHALF OF

MR & MRS MILLER

PREPARED BY

**ARTHUR J FERRYMAN & ASSOCIATES LTD
ENGINEERS AND SURVEYORS
128 HIGH STREET
BUSHEY
HERTFORDSHIRE WD23 3DE**

Reference: CH/jw/211195

**Date: 13 December 2011
(Revised 3 February 2012)**

(211195)

Re: 66 Gloucester Crescent, London NW1 7EG

PRELIMINARIES & CONTRACT PARTICULARS

NAMES OF PARTIES

THE EMPLOYER:-

**Mr & Mrs Miller
66 Gloucester Crescent
London NW1 7EG**

THE CONTRACT ADMINISTRATOR:-

**Arthur J. Ferryman & Associates Ltd
128 High Street
Bushey
Herts. WD23 3DE**

CDM CO-ORDINATOR:-

**Arthur J. Ferryman & Associates Ltd
128 High Street
Bushey
Herts. WD23 3DE**

THE PARTY WALL SURVEYOR:-

**C Harris MRICS
Arthur J. Ferryman & Associates Ltd
128 High Street
Bushey
Herts. WD23 3DE**

CONDITION OF CONTRACT AND CONTRACT SPECIFICATION

The Conditions of Contract shall be as set out in the Contract Particulars and the Contract Specification shall be those specifications issued with the Tender Documentation.

CONTRACT DRAWINGS

The contract drawings shall be

211195/01A

STANDARD SPECIFICATIONS

The following standard specifications will apply:
Underpinning,

**General, Earthworks, Traditional
Decorations.**

SITE CONDITIONS AND WORKING AREA

The property comprises of a centre-terraced single family dwelling house and the Contractor shall assume that this will remain occupied and thus fully furnished and carpeted throughout the course of the work. The Contractor shall note the restricted access to the working area, coupled with restrictions on parking etc.

The Contractor is advised to visit the site, ascertain the nature of the works to be undertaken and the condition under which the work will be carried out and any matters which may affect his Tender as no claims on the grounds of lack of knowledge will be entertained.

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The contractor shall only make arrangement for access with **Mr Miller on 020 7485 9111 or 07831 190067.**

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CONSTRUCTION (DESIGN & MANAGEMENT) REGULATIONS 2007

The Employer in consultation with the Contract Administrator has deemed it necessary, in that the project is likely to employ 5 or more persons on site or is likely to take longer than 30 days or more than 500 man days or involves demolition, to appoint a CDM Coordinator in accordance with the CDM Regulations.

The CDM Coordinator has caused the production of a Pre Construction Information Document and this document will be forwarded separately.

Prior to acceptance of his Tender the Contractor may be required to attend a meeting to discuss the foregoing documentation, following which he may be called upon to address any unsatisfactory issues and make a further response. The Contractor will be required to confirm that his Tender makes adequate provision for the controls, procedures, temporary works, administration and such other instruments as will ensure compliance with Health & Safety legislation and give effect to statements of intent made within the documentation.

Upon the acceptance of his Tender the Contractor will be required to formulate a Construction Phase Plan and issue same to the CDM Coordinator at such a time before commencing work on site as will enable the Plan to be adequately considered. Suitable lead-in time is to be allowed for this activity in the Contractors programme. The Contractor will then be required to reissue the Plan during the construction phase whenever it is developed to incorporate information which his sub-contractors ("Contractors" under the regulations) require to be included.

The Contractor shall at all times comply with the requirements of the CDM Regulations and the Health & Safety at Work Act 1974 and will comply with the rules of the Health & Safety Plan.

During the course of the Works the Contractor will be required to assist the CDM Coordinator in preparing and/or reviewing, updating and expanding the Health & Safety file.

The Contractor shall, within the time reasonably required by the CDM Coordinator, provide such information as the CDM Coordinator reasonably requires for the preparation of the Construction Phase Plan required by the CDM Regulations. Failure by the Contractor to sufficiently comply with the CDM Coordinator's reasonable request for information shall be grounds for withholding Practical Completion in accordance with the contract terms.

The Contractor is to allow all reasonable access to the Works for the Employer or his nominated representatives at varying stages during the Contract to enable him to familiarise himself with the Works, particularly as regard planned preventative maintenance schedules and the development of the Construction Phase Plan in accordance with the Construction (Design & Management) Regulations 2007.

Notwithstanding the above the Contractor should ensure compliance with the requirements of the Health & Safety at Work Act 1974 (HSW Act), the Management of Health & Safety at Work Regulation 1992 (MHSW Regulations), Personal Protective Equipment at Work Regulations 1992 and all other relevant health and safety legislation. Hard hats are to be worn at all times on site.

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INFORMATION TO TENDERERS

Our Client is required under the Construction (Design & Management) Regulations 2007 to ensure that the Principal Contractor is competent to carry out the role and has allocated sufficient resources. In addition construction work will not be allowed to commence until the Health and Safety Plan is sufficiently developed.

In order for our Client to ensure that these conditions have been met, the Tenderer is required to include in his developed plan answers to the following questions:-

1. How will health and safety be managed during the construction phase, including details of how information and instructions will be passed to Contractors and how their activities will be co-ordinated?
2. What procedures are in place for assessing and controlling the risks associated with your activities as required under the Management of Health & Safety at Work Regulations 1992?
3. What common arrangements will be in place (including welfare and emergency procedures)?
4. The Regulations require you to ensure unauthorised persons do not enter the site, or parts of the site, how will you achieve this?
5. The Principal Contractor is required to put in place reasonable arrangements for monitoring compliance with Health & Safety law, how will this be done?
6. All persons working on site must have received sufficient training to enable them to work safely, without risk to themselves or others. How will you ensure this requirement is met?
7. What arrangements will be put in place to ensure that adequate information on health and safety issues is provided for all Employees and that their views are considered?

THE CONSTRUCTION (HEALTH SAFETY AND WELFARE) REGULATIONS 1996

The Contractor shall at all times comply with The Construction (Health Safety and Welfare) Regulations 1996.

The Contractor shall allow for the inspection of site facilities in respect of Health Safety and Welfare in accordance with regulation 29 (1) and 30 and the records of such inspections shall be kept on site and made available to the Contract Administrator and/or any other person authorised by this regulation or any other regulation to inspect such records.

GENERALLY

The Contractor shall work within the site and adjacent works and shall not permit his workmen to trespass onto adjoining property nor in areas within the subject site and property not directly associated with the work or specified as out of bounds.

The Contractor shall provide dust sheets and any other necessary protection to protect all existing property, floors, furniture, fittings and effects from being spoiled by the works or the consequences of the works. All damage caused by installing and removing protection shall be made good.

The Contractor while working on the site shall be responsible for the safe keeping of all items in the building and shall keep these protected and free from damage.

The building shall not be used for storage of plant material or as a messroom. The Contractor shall provide suitable storage messroom and toilet facilities outside the building to the approval of the Contract Administrator.

The Contractor shall allow for making good any damage caused to the property by his works and for cleaning up after his works.

The Contractor shall make good all surfaces disturbed to match existing and/or adjacent.

The Contractor at his own expense shall make good all damage including damage to existing services caused by or due to the works, unless it can be demonstrated that the problems were unavoidable or unforeseeable.

Clear away all rubbish and spoil. Leave the site and works clean and tidy.

The Contractor shall make his own arrangements for standing space for plant and materials to approval of contract administrator. If a skip is used the Contractor shall obtain the necessary licence and pay all charges for this.

Prior to the Practical Completion the Contractor shall provide the Employer/Contract Administrator with two copies of as-built drawings on design and build projects or otherwise, as built details. Operating and maintenance manuals shall also be made available where appropriate.

Any discrepancy in the extensions or additions etc., made by the Contractor in this document shall not affect the amount of the tender, but will be corrected and treated as a percentage addition or omission upon all rates and priced items exclusive of any provisional sums and P.C. sums.

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The Contractor shall be deemed to have visited the site and to be familiar with the conditions under which the work will be carried out, the nature of the surrounding land and buildings and all other factors affecting the work. No claims will be admitted that are due to the Contractor's ignorance of the site or working conditions. An appointment to view the premises prior to tendering must be made through the Contract Administrator or direct with the Owner where so directed.

All dimensions and particulars are to be taken from the actual work. It must be distinctly understood that the whole of the contents of the Specification are intended to be strictly enforced, and that no extra charges in respect of extra works will be allowed unless they are clearly outside the spirit and meaning of the Specification, or unless such works shall have been ordered in writing by the Contract Administrator.

No claims for extra works will be allowed or admitted except on the written order of the Contract Administrator.

The Contractor shall provide all machinery, equipment, scaffolding, dust sheets and pay all carriage freightage and whatever else may be required for the proper and efficient execution and completion of the works.

The Contractor shall accurately set out the work in accordance with the drawings and check all measurements on site before commencing that section of the work.

The Contractor shall provide for the efficient protection of the public, the employers, servants and property and all other persons occupying or using adjoining or neighbouring property during the progress of the works.

The Contractor shall ensure that no workmen employed on the site, including those employed by sub-contractors shall be allowed to trespass on adjoining property and shall indemnify the Employer against all claims arising from non-compliance with this Clause. No transistor radios shall be played which cause nuisance or annoyance to neighbours.

The Contractor shall be permitted to display an approved name board in an approved position on the site, only with the prior agreement of the building owner.

In the event of any person employed on works being objected to by the Contracts Administrator or Employer, such persons will be removed by the Contractor and shall not again be allowed on the premises. The Contractor shall also ensure that workmen employed on site do not trespass beyond those portions of the site affected by the Works.

The Contractor shall supply all materials required for the works (except those materials specified to be supplied by the Employer). The materials shall be new (unless otherwise specified) and shall be in accordance with the latest revised British Standard Specification current at the date of tendering, or to the Local Authority's approval.

The Contractor shall obtain delivery of all materials as soon as is reasonably possible and is to allow for all consequent re-handling and site moving if they are not stored near their final position.

The Contractor shall allow for the proper storage and safekeeping of all materials and supplies delivered to the site.

The Contractor shall allow for submitting to the Contract Administrator for his approval where appropriate, samples of workmanship and of all materials and the bulk is not to be ordered or delivered until the samples have been finally approved. All finishing tints to be selected by the Contract Administrator.

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The Contractor shall allow for each trade to attend upon all other trades and for all jobbing connected therewith.

The Contractor shall be held responsible for any damage to existing buildings, roadways, walls, paved and grassed areas caused by his vehicles, employees or those of any sub-contractor or supplier. The Contractor shall prevent damage to any furniture, fittings and fixtures or apparatus in the premises, which must be covered and protected as necessary. Any damage will be made good at the Contractor's expense. If damage to any item is considered unavoidable, it must be brought to the attention of the Contract Administrator prior to the works commencing.

The Contractor shall allow for reinstatement of any works disturbed by the execution of the Contract.

The Contractor shall thoroughly cleanse all roads and pavings affected by the work and clear up and cart away all debris during and at completion of the Works and shall hand over to the Employers the completed works and services in a satisfactory condition.

The terms 'selected', 'directed' and 'approved' used in this Specification, shall mean selected, directed or approved by the Contracts Administrator.

The words 'Prime Cost' or the initials 'P.C.' applied to goods to be obtained and fixed by the Contractor shall mean, unless otherwise stated in the Specification, the sum paid to the Merchant after deducting all trade discounts for such goods in the ordinary course of delivery and all discounts for cash over and above 5%. Such sums shall be exclusive of special carriage, the cost of fixing and the Contractor's profit.

Prime cost items for work to be executed on the site by nominated sub-contractors shall include a cash discount of 2.5%.

The amount included by the Contractor in his estimate for profit will be adjusted in the final account in proportion to the ultimate value of the prime cost item.

The Contractor shall produce receipted accounts, if asked to do so, for all P.C. items mentioned in the Specifications at the time of settling the various accounts.

The Employers do not bind themselves to accept the lowest or any other tender nor to be responsible for any expenses of any description incurred by the Tenderers in preparing estimates.

CONTRACT PARTICULARS

FORM OF AGREEMENT & CONDITIONS OF CONTRACT

The Articles of Agreement and Schedule of Condition of Building Contract are those issued by the Joint Contract Tribunal and known as the Agreement for Minor Building Works 2005 Edition incorporating Amendments Revision 1:2007.

The Contractor shall allow such sums as he may deem necessary to cover the value of his obligations in complying with the Clauses contained therein, as set forth hereafter.

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ALTERATIONS AND AMENDMENTS TO CONDITIONS OF CONTRACT

- 1st recital: Refer to front page for details of work and location of site. Works to be carried out under the direction of the Contract Administrator i.e. Arthur J Ferryman & Associates Ltd (delete “the Architect”)
- 2nd recital: The Contract drawings where applicable shall represent those submitted with the Tender document as shall the Contract specification (delete the words “work schedules)
- 3rd recital: Delete the words “all work schedules or provided a schedule of rates”.
- 4th recital: For the purpose of this section the base date shall be taken as the date of the letter of appointment. As far as the CIS is concerned, the Employer at the base date shall be considered not to be a Contractor.
- 5th recital: For the purpose of CDM Regulations the project shall be considered not to be notifiable.
- Article 2: The Contract Sum shall be the sum of money included within the letter of instruction with the addition of VAT as appropriate.
- Article 3: The Contract Administrator shall be Arthur J Ferryman & Associates Ltd (delete “the Architect).
- Article 4: Delete “the Architect” as the CDM Coordinator shall be the Contract Administrator i.e., Arthur J Ferryman & Associates Ltd.
- Article 5: The Principal Contractor for the purpose of CDM is the Main Contractor as included in the letter of instruction.
- Article 7 & Schedule 1 (Arbitration) apply
- Page 9 Delete “execution as a Deed”..

CLAUSES

- 1.1 The minimum CDM planning period shall be three weeks prior to date of commencement of works.
- 2.2 The date for commencement and completion shall be agreed in due course.
- 2.8 The liquidated damages shall be at the rate of £NIL per calendar month or part thereof.
- 2.10 The defects liability period shall be three months from the date of practical completion unless agreed otherwise.
- 4.3 Where a Retention is to be held, it shall represent 5% of the Contract Sum through the course of the works until Practical Completion is reached.
- 4.5 Where Retention is to be held, 2.5% of the Contract Sum will be retained for the duration of the Defects Period.
- 4.8.1 Supply of documentation for computation of amount to be finally certified shall be provided within three months.
- 4.11/Schedule 2
It shall be assumed that the fluctuation option does not apply.
- 5.3.2 Minimum value of Contractor's insurance to be £2,000,000.
- 5.4A, 5.4B & 5.4C
Delete 5.4B. Clause 5.4A and 5.4C shall apply as the client will maintain their own household policy and notify their Insurers and the Contractor shall insure the works in joint names via their own policy.
- 5.4A-1 & 5.4B-1-2
15% shall apply.
- 7.2 Delete all options bar the Royal Institution of Chartered Surveyors.
- Schedule 1
Delete all options bar the Royal Institution of Chartered Surveyors.
- “Execution as a Deed” shall be deleted as the Contract is to be signed as an Execution Under Hand.

SCHEDULE OF WORKS

£ p

1.0 **UNDERPINNING WORKS**

1.1 Provide protection to the transportation route between the working area and the highway, comprising of polythene overlaid with ply. This should be kept in place during the working day and kept swept and clean and be uplifted at night so as not to impede access for the family to the main entrance.

1.2 Provide polythene protection over the door from the basement lobby to the utility room so as to avoid any transfer of mess, but enabling the door still to be opened in the case of an emergency. It is assumed that the underpinning will be carried out from within both store areas, so as to avoid disruption to the lobby floor and external paving etc. (If the Contractor does not consider this to be viable, details should be reported at the time of Tendering.)

1.3 The Contractor shall note the significant structural damage to the existing brickwork and shall monitor this during the course of the underpinning and any subsequent work, additional shoring etc. to be considered on site if found to be necessary.

**To be agreed
if appropriate**

1.4 Carefully lift off and remove the loose clay tiles on the underside of the vaulted ceiling, where currently posing a falling hazard to the workmen. Subsequent reinstatement works to be agreed later.

1.5 Due to the inadequacies of the existing steelwork supporting the side of the steps and paving area within the main vault, prior to any underpinning, permanent re-supporting work shall be carried out. Provide temporary props as necessary and thereafter take out the existing corroded steelwork. Provide two new concrete lintels underneath the line of the left hand wall of the steps, bearing into the main walls either side in a similar manner to the original steelwork. Underneath the remaining area i.e., where the original coal chute was, install say three further concrete lintels, positioned as high as practical spanning between the two walls and then dry pack on top so as to pick up the weight of the slab above.

1.6 Underpin the front and rear walls of the store areas to the extent shown on the Contract drawings, including for full depth lean-mix backfill to the access excavations.

1.7 Provide permanent support to the wall dividing the two store areas by cutting in a concrete lintel below floor level, under the line of the wall spanning between the new underpinning bases and then dry pack to the wall to retain it in place.

1.8 Upon completion of the underpinning, form a new insitu spanning slab to the whole of the store adjacent to the lobby and to the section of the other store floor up to the extent of the underpinning, making a neat straight joint with that section of retained floor.

2.0 **EXTERNAL WORKS**

Comment

Being a Listed Building, the Contractor shall note the need for compliance with the requirements of the Listed Building Officer and as such, repairs to the brickwork shall be done with a suitable Lime mortar and not ordinary sand & cement.

2.1 Cut out the brickwork either side of the severe fracture on the wall adjacent to the steps, starting at the bottom of the steps, arcing upwards and parallel to the steps and then running horizontally at eye level through the top steps and into the adjacent lobby area. Re-stitch brickwork to suit. In addition, repair in a similar manner the other fracture that runs parallel to the horizontal line, but not going quite as far down to ground level and then running horizontally into the store again. During these works, ensure that the concrete lintel supporting the top step is re-bedded onto the brickwork.

2.2 Working underneath the steps, cut out and repair in a similar manner the horizontal fracturing passing through that brickwork, which also extends right up to the bottom of the steps.

2.3 Take out the door from the lightwell into the lobby area and set aside. Thereafter cut out and remove the existing frame and transom above and then supply and fit a new timber frame, made in a similar design to the original to suit the existing door. Thereafter at an appropriate stage, re-hang the original door. Knot and prime the new timber prior to installation and then decorate this along with the original door on both sides with one undercoat and one topcoat of an oil based paint. (The Contractor shall note that pipework etc that passes through this frame and shall accommodate this within the new arrangement).

2.4 Cut out the cracking to the coping on the left hand wall of the main entrance steps and make good ready for decoration.

2.5 Cut out the cement fillet currently between each of the main entrance steps up to the main entrance. Seal with a polysulphide seal and then renew the cement fillets as before. During this process, where the second stand tread is loose, dry pack tight into position.

2.6 Cut back and repair and cracked and loose rendering on either side of the dwarf wall adjacent to the main entrance steps to bring forward the areas ready for decoration. Also cut out and repair other minor cracks on the outer faces of both dwarf walls as well.

2.7 Upon completion of all necessary works, thereafter repaint all previously painted rendering to both faces of the dwarf walls either side of the steps and across the main front wall of the basement area and the external face of the store wall facing the lightwell, plus the wall underneath the edge of the steps, with two coats of suitable masonry paint.

2.8 Take up the small section of stone paving immediately to the left of the entrance steps and re-set back to the original level. Also locally reinstate the affected section of dwarf brick wall adjacent to it, where it has been pulled by the movement. Also make good around the perimeter of the first concrete slab forming the steps down to the basement, but on the assumption that non structural repairs are necessary.

3.0 **INTERNAL WORKS**

3.1 ***Boiler Room / Store***

3.1.1 Cut out and repair in the same manner as externally the structural damage that appears on this side of the wall adjacent to the steps.

3.1.2 Allow for say 1.5 lin.m. of similarly implemented brick stitch repairs to the wall that divides the two store areas, subject to review upon completion of the underpinning.

3.2 ***Lobby***

3.2.1 Take off the door to the store and set aside. Cut out and remove the existing timber frame. Re-stitch the dislodged brickwork down the side of the frame and adjacent to the other external door, to make a square structural corner suitable for the new frame. Supply and fit a new frame and thereafter re-hang the previously removed door. Knot and prime the new timberwork to leave ready for decoration.

3.2.2 Redecorate the entire lobby area i.e., ceiling, walls and woodwork, in a manner to match the original and including both sides of the store door and frame.

3.3 ***Store***

3.3.1 Cut out the brickwork either side of the substantial fractures in the frontmost wall, where they run from ground level at the boundary side, diagonally across and horizontally in various patterns for the full width. To be re-measured on site, but for the purpose of pricing, allow brick stitching across an overall crack length of say 8m. In addition to this, also brick up the hole in the top corner (currently filled with foam).

3.3.2 Allow a PROVISIONAL SUM for subsequent repairs to the underside of the vaulted ceiling, once a decision has been made on site.

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4.0	<u>GENERAL</u>		
4.1	Upon completion of the works, clear all remaining builders' debris and rubbish. Thereafter allow for all areas of the property affected by the work to be professionally cleaned throughout to leave suitable for occupation.		
4.2	The Contractor shall allow to submit a Building Notice to the Local Authority to cover the relevant works and upon completion, obtain for the benefit of the owner, a Completion Certificate. This shall include all fees and charges appertaining to both.		
4.3	Allow a PROVISIONAL SUM for contingencies which may arise during the course of the works and which may only be expended after agreement with the Contracts Administrator.	2000	00

Total:

VAT @ 20%

TOTAL

SUMMARY

1.0	UNDERPINNING WORKS	£
2.0	EXTERNAL WORKS	£
3.0	INTERNAL WORKS	
3.1	Boiler Room / Store	£
3.2	Lobby	£
3.3	Store	£
4.0	GENERAL	£

	Total	£
	Plus VAT @ 20%	£

	Total	£
		=====

Name of Contractor:

Date of Estimate:

Lead in Time:.....

Duration of Contract.....

(211195)

Re: 66 Gloucester Crescent, London NW1 7EG

FORM OF TENDER

**UNDERPINNING, SUPERSTRUCTURE REPAIRS AND REDECORATIONS
AT
66 GLOUCESTER CRESCENT, LONDON NW1 7EG**

To: Mr & Mrs Miller
c/o Arthur J Ferryman & Associates Ltd
128 High Street
Bushey, Herts. WD23 3DE

1. We having read the Conditions of Contract, Specification and Schedule of Works and having visited the premises do hereby offer to execute and complete the whole of the works described for the sum of (words)

.....

(figures) £.....p.....plus VAT

and we undertake in the event of your acceptance to execute with a Form of Contract embodying all the conditions and terms contained in this offer.

2. We undertake to complete and deliver the whole of the works comprised in the Contract within weeks of the date for possession of the site. (If underpinning works are required then we understand the Contract Administrator will require a rest period of not less than four weeks after completion of the underpinning works prior to the commencement of the crack repairs and redecoration and that this rest period is included in our programme.)
3. We understand that Tenders will remain open for acceptance by you for a period of twelve weeks from the date for receipt of Tenders.
4. We understand that you are not bound to accept the lowest or any Tender that you may receive.
5. In the event of being awarded the Contract we will be able to commence works on site withinweeks from receipt of written instructions.

Signature of Contractor.....

Name of Signatory in capitals.....

Company.....

Address.....

.....

Date.....

Note: This Tender is to be delivered to Chris Harris MRICS at Arthur J Ferryman & Associates Ltd.,128 High Street, Bushey, Herts, WD23 3DE not later than **12 noon on 27 February 2012.**

DAYWORK RATES

LABOUR

The Contractor is to state his day work for all the classes of Labour to be employed on the site. The rates are to include for all overheads, on costs, travelling time, transport and travel costs, disbursements, site supervision, non-productive overtime (where worked) and all costs of employing labour.

	Per hour
	£..... p.....
BRICKLAYER	£.....
CARPENTER	£.....
PLASTERER	£.....
PAINTER	£.....
LABOURER	£.....

MATERIALS

Charged at invoice price plus %
.....

PLANT

Charged at plant hire invoice plus %
.....

TRANSPORT

Contractor's transport including fuel, oil,
licenses etc., and including driver

	per hour
	£..... p.....
	£..... p.....