

ARUN DISTRICT COUNCIL

No.

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REF: JAB/CM/06117 REVISION B

CONTRACTOR

5 FITZALAN ROAD, LITTLEHAMPTON

RECEIVED

SCHEDULE OF WORKS

PART 1

1.0 PRELIMINARIES & GENERAL CONDITIONS

1.1 EMPLOYER

Five Fitzalan Road (Management Company) Ltd
c/o 26 High Street
Littlehampton
West Sussex BN17 5EE

1.2 CONTRACT ADMINISTRATOR

Philip Goacher Associates
Park House
122A Newland Road
Worthing
BN11 1LB

1.3 SCOPE OF WORKS

Replacement of the defective external staircase to the rear of the property.

1.4 INSPECTION FOR TENDER PURPOSES

The Contractor should visit the site and make himself fully acquainted as to the nature and extent of the works as no monetary or other claim made by the Contractor on the grounds for want of knowledge of site condition, means of access, storage space, etc. will be considered.

1.5 MATERIALS, STORAGE, REMOVAL OF DEBRIS AND CLEANLINESS

Materials may be stored on site in locations as agreed with the Contract Administrator.

Debris must be removed as it accumulates. Location of chutes, skips, etc. to be agreed with Contract Administrator.

The Contractor shall indemnify the Employer against any loss arising (from fire, theft or any other cause) in respect of materials, plant and tools stored, or kept on site.

The site is to be kept clean and tidy and left in a clean and tidy condition upon completion.

The Contractor shall allow for protecting the public from the works or from delivery of materials the site at all times.

1.6 PROTECTION OF THE WORKS

The Contractor shall make all necessary arrangements to take all precautions for preventing the penetration of wind, weather, rain, debris, dust and rubbish into the building during the progress of the works. All debris and materials not required for retention or re-use on site are to be removed.

All exposed work shall be properly covered by secured tarpaulins or other means.

1.7 DAMAGE TO PROPERTY

The Contractor shall be liable for and indemnify the employer against and insure and cause any sub-contractor to insure against any expense, liability, loss claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the works and is due to any negligence, omission or default of the Contractor or any person for whom the Contractor is responsible, including any sub-contractors named or otherwise.

1.8 NUISANCE

Nuisance from noise, dust, etc. is to be kept to a minimum. The Contractor and his operatives will turn down or completely turn off any transistor radio sets and suchlike on receiving complaints from the neighbouring properties and/or on the instructions of the Employer or the Contract Administrator, irrespective of whether any complaints have been received.

1.9 LABOUR, SCAFFOLDING, PLANT, EQUIPMENT AND MATERIALS

The Contractor shall provide all necessary labour, scaffolding, plant, equipment and materials.

The Contractor shall provide his own access for external works.

Debris must be taken down to the ground level by bucket or chute and not thrown.

1.10 SAFETY, HEALTH AND WELFARE

The Contractor shall comply with all Health, Safety and Welfare Acts, regulations and requirements in force at the time of the works in such a way as to protect not only the employees on site but also other workers on or near the site, the occupiers and the general public. Where appropriate the Contractor shall comply with all requirements under CDM Regulations as Principal Contractor.

1.11 WORKMANSHIP

The work shall be carried out by skilled tradespersons. Unskilled personnel may be employed on labouring work only.

Materials and workmanship shall be the best quality of their respective kinds and those for which there is a British Standard or Code of Practice shall apply therewith.

1.12 SUPERVISION

The Contractors shall ensure proper supervision of his operatives at the property during the Contract period.

1.13 VARIATIONS

No alterations or qualifications of any kind are to be made by the Contractors to the text of this specification nor any variations from the work specified without the written authority of the Contract Administrator. Materials, where specified, may only be varied with the written consent of the Contract Administrator.

1.14 WORK TO UNSPECIFIED DEFECTS

The Contractor is to report all defects found during the course of the work for which no repair is specified and also where extended repair is required beyond that originally specified and seek instructions from the Contract Administrator before continuing the work in the area of the building affected.

1.15 PROVISIONAL SUMS

The Contractor must produce for inspection, when required by the Employer or the Contract Administrator, all invoices, receipts and vouchers in respect of payments for which Provisional sums are provided.

1.16 FIXED PRICE

The Tender is to be on a fixed price basis and no account will be taken of any change in the cost to the Contractor of labour, materials, etc., in carrying out the works.

1.17 TENDER RETURN AND ACCEPTANCE

The Employer is not bound to accept the lowest or any other Tender. The date for the return of the Tender and the date until which the Tender should remain open for acceptance are to be agreed separately in writing.

1.18 CONTRACT DOCUMENTS

The Contract will be this specification duly priced together with any other allied correspondence, drawings, site investigation reports, etc. which have been supplied with the Tender documents.

1.19 INJURY, DAMAGE AND INSURANCE

The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute at common Law in respect of personal injury to or death of any person whatsoever arising out of or in the course of or caused by the carrying out the works, unless due to any act or neglect of the Employer or of any person for whom the Employer is responsible. Without prejudice to his liability to indemnify the Employer the Contractor shall maintain and shall cause any subcontractor to maintain such insurances as are necessary to cover the liability of the Contractor or, as the case may be, of such subcontractor in respect of personal injury or death arising out of or in the course of or caused by the carrying out of the works, provided that nothing in this clause contained shall impose any liability on the sub-contractor in respect of negligence or breach of duty on the part of the Employer, the Contractor, his other sub-contractors or their respective servants or agents.

The Contractor shall maintain suitable comprehensive builders insurance cover, including cover for Third Parties, the cover to be not less than £2m (two million pounds) and to a sum recommended by insurers. The cover must also be sufficient to satisfy the local Highways Department when working on or near a road or footpath.

1.20 INSURANCE DOCUMENTS

Before starting work on site submit (if requested) to the Contract Administrator documentary evidence and/or policies or receipts for insurance which are to be taken out by the Contractors.

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

1.21 DEFECTS LIABILITY

Any defects, undue shrinkage or shortcomings relating to the work which appears within twelve months after completion shall be made good by the Contractor at his own expense. This liability is without prejudice to any guarantee normally given by the Contractor and without prejudice to the Contract's liability under statute or common law.

1.22 ELECTRICITY & WATER SUPPLIES

These will be provided by the Employer from points on site to be agreed before the contract commences.

1.23 PROGRESS PAYMENTS AND RETENTION

The Contract Administrator shall, if requested by the Contractor, at intervals of not less than 28 days calculated from the date of commencement, certify progress payments to the Contractor in respect of the value of the works properly executed and the value of any materials and goods which have been reasonably and properly brought upon the site for the purpose of the works and which are adequately stored and protected against the weather and other casualties less a retention of 5% and less any previous payments made by the Employer, and the Employer shall pay to the Contractor the amount so certified within 28 days of the date of the certificate.

1.24 FINAL PAYMENT

On satisfactory completion and approval of final account the Employer shall pay the Contractor the amount certified within 28 days of the date of the Certificate.

1.25 COMMENCEMENT & COMPLETION

The works shall be commenced on and completed on dates to be agreed, in writing, between the Contract Administrator and the Contractor. Unless the completion date is extended by mutual agreement (in writing) if the works are not completed by the completion date agreed or by any later date agreed, the Contractor shall pay or allow to the Employer liquidated damages at the rate of £400 per week between the aforesaid completion date and the date of practical completion. The Employer may deduct such liquidated damages from the monies due to the Contractor under this contract or he may recover them from the Contractor as a debt.

1.26 DETERMINATION OF CONTRACT

The Employer may determine the employment of the Contractor if

(a) The Contractor without reasonable cause fails to proceed diligently with the works or wholly suspends the carrying out of the works before completion

or

(b) If the Contractor becomes bankrupt or makes any composition or arrangement with his Creditors or has a proposal in respect of this Company for a voluntary arrangement for a composition of debts or has a winding-up order made or if a Receiver or Manager of his business or undertaking is duly appointed.

In the event of the Employer determining the employment of the Contractor as in (a) or (b) above the Contractor shall immediately give up possession of the site of the works and the Employer shall not be bound to make any further payments to the Contractor until after completion of the works. Provided always that the right of determination shall be without prejudice to any other rights or remedies which the Employer may possess.

1.27 PROGRAMME OF WORKS

A programme of works will be agreed, before works commence, with the Contract Administrator.

1.28 CONTINGENCY SUM

A contingency sum has been allowed for this contract for unforeseen work and is to be expended only at the direction of the Contract Administrator.

1.29 SNAGGING LIST

A general Snagging List is attached which should be completed and signed by the Client and Contractor prior to practical completion and submission of the final account.

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5 FITZALAN ROAD, LITTLEHAMPTON

PART 2

2.0 THE WORKS

- 2.1 The Contractor is to leave the site clean and tidy at the end of each working day and upon completion of the works.
- 2.2 The external flight of stairs are located within the Courtyard to the rear of "The Cottage", which is the adjoining building at the back of the property.
- 2.3 The building is separated into flats and will be in full use during the course of the works.
- 2.4 The Contractor is to allow for liaising with the occupants of the flats and neighbour at "The Cottage", in order to gain access to carry out the works.
- 2.5 The Contractor is to make a video and take a comprehensive set of photographs of the areas which are thought likely to be affected or disturbed by the works prior to the project commencing. This should include all access and egress points, together with the locations where the scaffold is to be present and areas to be used for storage of materials, tools, plant, etc.

3.0 REPLACEMENT OF STAIRS

- 3.1 Prior to commencement of any works, the contractor is to submit an Application and obtain Building Regulations Approval for the replacement stairs. A full copy of the design and details for the replacement stairs can be obtained from the Structural Engineer. Building Regulations Approval for the proposed design and details must be obtained by the contractor prior to ordering any materials or commencing works on site. Upon completion of the works the contractor is to provide the client with a Certificate of Completion from the Local Authority.

Allow here to submit a Building Regulation Application for replacement of the stairs and for attendance, profits and overheads in dealing with the Local Authority to obtain Building Regulations Approval.

- 3.2 Due to the confined space available the contractor is to allow to provide scaffold access with handrails, decking and temporary access, etc., within the adjoining courtyard to the rear of the neighbouring building 4 Fitzalan Road to ensure safe access by the occupants and tenants of 5 Fitzalan Road whilst the existing stairs are being replaced. The contractor is to provide a detailed Method Statement, together with plans and elevations for the proposed temporary access for approval by both the Local Authority and the Contract Administrator well in advance of any works commencing on site. The temporary access is to comply with Local Authority requirements and will need to make allowance to protect the neighbouring buildings and public and to ensure the occupants of 4 Fitzalan Road have access to their back garden.
- 3.3 The contractor is to provide scaffold as appropriate to enable the safe removal and replacement of the external stairs to the rear of the property. Provide crash decking, netting, etc., as appropriate.
- 3.4 Allow here to take down the existing defective stairs. Cart to tip all debris.
- 3.5 Allow here to provide a new galvanised flight of stairs together with its supporting structure in accordance with the attached sketches 06117/Sk1 – Sk4. This is to include replacement of the stairs and provision of new posts, pad foundations, etc.
- 3.6 Allow here the sum of £1,000 to replace the balustrading around the terraced entrance area to the front of Flat 3 at the top of the stairs with new galvanised sections. The exact details for the new balustrading and fixing to the wall below will be subject to design by the Structural Engineer for approval by the Local Authority. 1,000.00
- 3.7 Allow here to apply a Mordant Solution paint system over all of the new galvanised steel sections. The paint system is to be carried out strictly in accordance with the manufacturer's recommendations and data sheets which are enclosed.
- Apply one coat of X85 to all of the galvanised steel sections.
- Apply one coat of AP79 primer and one coat of AP109 undercoat together with two coats of A109 top finish to all of the balustrades, uprights, stringers, posts, etc.
- Apply one coat of AP79 primer and two coats of A34 finish to all of the treads, steps and landings on the stairs.
- The addition of the paint system will be subject to approval by the client.
- 3.8 Allow here to make good all areas where disturbed during the course of the work. This should include locally replacing the felt covering to the parapet upstand where the stringers are to be built into the supporting wall below.

- 3.9 Allow here the sum of £500.00 to provide permanent emergency and access lighting on the new stairs which are to comply with Local Authority requirements. Provide an NICEIC Registered Electrician's Certificate upon completion. Provide vandal resistant fittings.

500.00

4.0 CONTINGENCIES

- 4.1 Allow the sum of £3,000 for contingency items only to be expended with the express permission of the Contract Administrator.

3,000.00

Sub – total £

VAT @ 17½% £

TOTAL £

DAYWORKS	Contractor's Name, Address & Tel. No.
Contractor to show his daywork rate:	
Tradesmen £ per hour	
Labourers £ per hour	
Percentage on materials %	Signed.....
These rates to be used in conjunction with extras, Provisional sums and contingencies.	Dated
Proposed Contract Period	weeks