**Rainbow Capital Property Partnership**

**13 Greenland Quay**

**Loft Extension**

**Summer 2019**

This is the building specification and cost agreement between the clients Kevin and Charlette Farrelly (“Client” / “Us” / “KAC”), the builders Michael and Nello (“Builders” / “You” / “MAN”) and project manager Andrew Williams (“PM” / “AW”) to build a loft extension at 13 Greenland Quay SE16 7RN, owned by KAC.

A website [www.rainbowcapital.co.uk/13gq](http://www.rainbowcapital.co.uk/13gq) will be created and act as hub for plans, documents, costs, payments and receipts.

Where this document says “AW will supply” something during the building process, this means AW will organise it and if necessary pay for it and the cost will be reimbursed to AW by KAC. Receipts for everything will be kept and uploaded to the project website.

**Preliminaries**

1. *Scope of Works*
	1. Builders to build a loft extension and internal fit out, per plans to agreed cost to agreed timetable
2. *Architecture*
	1. KAC to provide detailed external architectural drawings to AW who will in turn provide them to MAN
	2. AW to create detailed plans for internal set out, electrical and plumbing set out, window placement etc for approval by Client then provision to Builders
	3. If further architecture and design is required, then AW or KAC will organise and KAC will pay for
3. *Planning Permission*
	1. KAC confirm planning consent has been granted
	2. A decision may be taken to diverge from the design and dimensions granted. Specifically the need to leave 2m of gable at each end of the loft and reduce these to 1.5m at the front and 1.25m at the back; removing windows from the side mansard and reducing the size of the mansard. The risks arising from the decision is taken by KAC and they accept the liability to resist, contest but ultimately rectify any issues and costs arising
4. *Structural Engineering*
	1. KAC will provide structural engineering pack to AW who will in turn provide it to MAN
	2. If additional or revised structural drawings are required, AW will organise (KAC to pay for / reimburse cost)
	3. MAN will advise if there is a cheaper and easier way to construct the loft once construction gets underway
5. *Building Control / Fire Safety*
	1. The project has been registered with LB Southwark Building Control (KAC to pay for)
	2. Builders to liaise with the appointed officer at required stages, arrange site inspections, keep photos and ensure production of final building control certificate
	3. Compliance with Part B of the Building Regulations represents a particular challenge…this requires for a building with a floor over 7.5m (which this would be) either a new sprinkler system installed throughout the house by an approved contractor or a separate means of escape. Neither of these options are ideal… Compliance will be a separate cost to be agreed with KAC
	4. Further to meeting with architect George it is understood that LBS have approved plans to install an automatic fire door at bottom of stairs. This is a good solution if so. We can install at labour plus materials cost at end of project
6. *Party Wall Matters*
	1. A practical approach is suggested… It is planned that a party wall agreement will not be entered into with 12GQ next door and the project will just go ahead without one. By the time any objection reaches court, the project will be finished anyway. And any damage would be fixed anyway for less than the cost of a PWA / condition survey
	2. KAC must understand and accept that this is a commercial decision and a calculated risk. Not having the PWA saves c£2k and this can be put towards rectifying any defects but most likely simply represents a cost saving
	3. Again, the decision is taken at KAC risk
7. *Waste Management*
	1. MAN to manage rubbish removal and supply skips
	2. Rubbish must not build up inside or outside house or be stored in front or back garden; Builders must apply for skip licences as required and ensure rubbish is removed regularly
	3. If any additional waste disposal is required, including pre-clearance of the loft space, KAC to meet costs
8. *Health and Safety / Children*
	1. MAN to be responsible for health and safety on site save clause c
	2. Any damage to neighbouring property, injury sustained by building team, neighbours or members of the public is your responsibility and liability, except for breach of point C below by Client
	3. However, KAC must guarantee their children will never enter the building site area at any time including the loft space itself or the scaffolded area in the back garden
	4. Furthermore there must be no distraction of the Builders by the children
	5. KAC accept total responsibility and liability for the safety of their children
9. *Scaffolding*
	1. Builders to procure scaffolding and erect at rear and side as necessary
10. *Parking*
	1. Free parking should be available to builders at the back of property
11. *Security, Cleanliness and Clearance*
	1. Builders must ensure the premises are secure during works and after hours
	2. Builders to sheet up any areas of the house affected by dust
	3. Builders must sheet the back decking that is not removed for the scaffolding and foundations and / or return it to its current good condition
12. *Insurance*
	1. Builders to prove to us that appropriate insurances in place, in particular Public Liability insurance of at least £2m. We suggest you should also have Employers Liability Insurance
13. *Procurement / Payment for Extras*
	1. AW will procure all fixtures and fittings plus doors, windows, flooring etc – see complete list – otherwise extras will be agreed in advance and paid for by KAC
	2. AW will use all trade accounts and building contacts to obtain for KAC best possible trade prices. All materials, fixtures and fittings will be procured at trade price, discounts passed on in full with no hidden cost or profit
	3. AW / Builders will arrange delivery / receipt of all materials
14. Repair of Ancillary Damage Arising
	1. Builders will repair and make good any major ancillary damage caused to the rest of the property as a result of the works
	2. But minor scratches, dents, chips, knocks, stains etc which would or could be fixed by a decorator or remedial tradesman will not be repaired by Builders and must be accepted as part and parcel of a major invasive project
	3. The project must not be used to correct pre-existing defects and there must be proportionality to any remedial work. For example, a repair to a garden area already in a poor state will be in keeping with the surrounding condition
15. Timeliness
	1. The Client accepts that speed is of the essence and once the project starts it must run without delay waiting for decisions or materials. This will be the Builders only project and they will work on it full-time until finished. Given they are receiving a fixed price they have not budgeted for any delay to the project
	2. To achieve this, the main plans must be agreed with AW in advance of the project as a whole and prior to each stage. In other words, for example, once the roof is built you can’t change it or alter the position of the windows. As another example, the plan for the bathroom set out must be agreed prior to the plumbing work. AW will drive when all decisions are required and in the absence of the Client being available, he will make a decision he considers to be in their best interests
	3. Any delay means paying the Builders’ day rates of £200
	4. However, if procurement is placed fully in AW’s hands and all plans approved with him in advance of each stage, then Builders and AW accept all risk of construction delays, procuring materials etc
16. Project Management
	1. All communications between the Client and the Builders is via AW
	2. Changes to plans or requests for extra services must not be anecdotally agreed directly between the Builders and KAC without AW approval
17. Exclusions
	1. Decorating is not included
	2. Repair of minor defects is not included
18. Entire Agreement
	1. This document is the entire legal agreement and contract between the Parties and supersedes any other verbal agreement, discussion, quote, estimate, email, promise or otherwise
	2. Any change to this agreement must be written into a new version of this same document by AW and re-signed from time to time. Such changes will be agreed between KAC and AW in an email sent by KAC to AW will record the words “We agree this change to the Building Agreement”. Any such email will include the cost implications

**Building Specification**

*You to provide labour and building materials*

1. *Shell Build*
	1. Firewalls to be built up in double skin of block and bricks to match existing
	2. Front and rear ‘triangles’ to remain, 1.5m at front, 1.25m at rear, finished in existing or new slates, eaves where required in matching slates. Internally insulated, boarded and plaster-skimmed
	3. Roof to be mostly flat and finished in fibreglass – note this is a much better finish than either felt (needs regular repair and replacement) or rubber (can’t be repaired); possibly a central steel at mid-point taken into firewalls – need a planning change for this – or a web of structural steel work; insulation inside timbers, then finished with plasterboard and skim; long corner top edge to be “mansarded” –
	4. Floor to be reinforced with new timbers then subfloor and new engineered floor or carpet – client choice
	5. Internal rendered or dot-and-dabbed and plaster skimmed
	6. Builders to supply and fit all materials for shells
2. *Windows*
	1. Installed in pitched gable ends, flat roof and vertical plains (AW will supply, KAC to choose / approve design)
3. *Flooring, Joinery and Carpentry*
	1. Staircase
		1. Install new staircase to match existing to connect existing second floor to new top floor
	2. Walls
		1. Create studwork walls per plan
	3. Floors
		1. Bathroom to be tiled (AW will supply tiles and grout, you to supply adhesive, KAC to choose / approve design)
		2. Bedrooms to have new engineered floor or carpet or other covering throughout (AW will supply floor materials, KAC to choose / approve design)
	4. Joinery
		1. Install new skirts and architraves – 6x1 for skirts, 3x1 for arcs; KAC to choose / approve design
	5. Internal Doors
		1. Install six new internal doors per plan, all 44mm fire blanks, 30” for bedrooms, 27” for boiler cupboard, laundry cupboard, wardrobe and bathroom (AW supply all doors, KAC to choose / approve design)
		2. To all new doors fit new ironmongery – door handles, locks and cylinders (AW will supply, KAC to choose / approve design)
4. *Electrics, Lighting, Power, AV and Ventilation*
	1. Cabling – extend ring main to this floor (you to supply cable and back boxes etc)
	2. Power and lighting - first and second fix of all power sockets, switches and lights per plan; (AW will supply, KAC to choose / approve design)
	3. AV, TV, Satellite, Data, Fire, Ventilation - first fix for AV, Cat5, smokes / fire control, extraction / ventilation per plan to be agreed with KAC; first fix by Builders; second fix by AW as goodwill gesture as long as within our technical capability, otherwise specialist contractor will perform second fix at extra cost
	4. Ventilation – ventilation for bathroom extractors and soil stacks WC, routes to be decided and existing rerouted (AW will supply fans and ducting)
5. *Heating, Air-Conditioning, Plumbing and Drainage*
	1. Boiler – moving of boiler not included; AW can organise plumber to move
	2. Water – provide plumbing for new bathroom from cold feed and new boiler
	3. Heating – extend flow and return for new radiator; second fix of new radoiator not included
	4. Drainage and Rainwater - discuss then install runs of gutters, connection to soil stack etc
	5. Aircon – first fix of aircon units; specialist installer will complete seconf fix (KAC to choose / approve design and pay for)
6. *Internal Rendering and Plastering*
	1. Brick surfaces to be rendered or dot and dabbed ready for plastering
	2. All walls and ceilings to be skimmed not dry-lined with new plaster to provide surface for decoration and 30 minutes fire protection
7. *Bathroom, Fixtures and Fittings*
	1. Bathroom – install bathroom suite including shower, WC, basin etc (AW will supply, KAC to choose / approve design)
	2. Any shelving, furniture etc required can be installed at extra cost
8. *Decoration*
	1. Not included
	2. Can we done / quoted for separately

**Certification**

Builders to provide final certificates for…

1. Build control (KAC to pay for)
2. Electrical safety (you to pay)
3. Gas (plumber to supply after boiler move – separate cost)

**Guarantees**

Builders to guarantee the work as follows: -

* Two years – plumbing and electrics, save any fault by us (ie blockage, overloads etc)
* Five years – leaks from windows or roof
* 10 years – structural building integrity, save any external event (eg subsidence, neighbour works, terrorism, act of god etc)

**Summary of Provision of Materials**

Client will provide all fixtures and fittings as follows…

1. Doors and windows – all doors, internal and external, and windows, veluxes, roof windows, side windows etc
2. Electrics – all sockets, switches, lights and lamps; satellite cable (but not standard elec cable); fire sensors; AV hub, sat dish and aerial
3. Plumbing – boiler move and supply and final (“second fix”)
4. Doors / Ironmongery – external and internal doors; plus all ironmongery but not frames and anything to be painted
5. Flooring – engineered flooring, tiles and grout
6. Fixtures and fittings – laundry appliances, shelves, wardrobe fit outs; specifically air-conditioning equipment installation and supply
7. Decoration – all paint

…basically everything that can be seen or touched directly

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| **Item** | **Cost Estimate (erred on side of caution!)** |
| Extra Architecture / Structural Engineering – hopefully not needed | £1000 |
| Build Control – already paid for? | £1000 |
| Velux Windows and flashing kits | £1200 |
| Flat-roof windows | £2000 |
| Other windows | £500 |
| Engineered floor, underlay | £3,500 |
| Boiler move | £1,000 |
| Radiators and valves | £350 |
| Bathroom suite | £2,000 |
| Internal Doors | £600 |
| Ironmongery | £500 |
| Ventilation / fans | £400 |
| Sockets and switches | £500 |
| Downlights | £500 |
| Air Condition Supply / Fit | £1000 |
| AV Supply / Fit | £1000 |
| Decorating Labour | £4,000 |
| Tiles and grout | £2,000 |
| Paint | £2,000 |
| Window blinds | £500 |
| **Total** | **£25k-ish** |

Builders will supply…

1. All building materials – timber, sheets, steels, fixings, flashings, pipework, insulation, electrical cable, gutters, etc

…basically everything hidden and not seen or that gets painted

**Timetable**

Start 1st August 2019. Finish 30th October 2019. Three months.

**Suggested Price and Stage Payments**

* Payment to Builders and Labour and Materials with no fixtures or fittings £48,000 in four £12,000 installments
	+ 1st – At outset, 1st Aug
	+ 2nd – second month, 1st Sept
	+ 3rd – third month – 1st Oct
	+ 4th – on completion – 30th October
* Project Management to AW £5,000
* Total for labour and building materials £53k
* Likely total including all fixtures and fittings, extras and décor £80k
* Unforeseen or extra work paid by builder day rates - £200 per day for each skilled man – should not occur on main build

**Signed and Agreed**

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KAC Date

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AW Date

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Builders Date