

msa

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WYMESWOLD CHURCHYARD WALL

Specification for the Works

Revision	Date	Clauses amended
First draft	18.01.2023	
	24.01.2023	E5
	25.01.2023	C28 + E2
	09.02.2023	C29 added.
Tender issue		
Contract		

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A INTRODUCTION

Project Particulars

Scope of Works: to repair a section of collapsed retaining wall.

Contract Details

Site:

St Mary's Church
Far Street
Wymeswold
Loughborough
LE12 6TZ

Employer:

Wymeswold Parish Council
c/o Richard Higgins
07584 065782
Richard Higgins richardhigginswpc@yahoo.co.uk

Architect:

MSA Practice Ltd
Hillcrest Drive
Loughborough
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01509 230703
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CDM-PD:

MSA Practice Ltd
Hillcrest Drive
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Schedule of Contract Documents

The contract documents are:

This Schedule of works.

Contract to be JCT Minor Works Building Contract with Contractor's Design 2016.

Tendering Conditions and Information

Tenders are to be returned using the tender return in the Appendix.

The Employer and his representatives offer no guarantee that any tender will be accepted and will not be responsible for costs incurred by a contractor in the preparation of pre-contract information.

The General Contractor shall be responsible for visiting the site in order to acquaint himself with the site conditions, access, storage provision, services etc., and to amplify the content of the Specification.

Access to the site must be arranged in advance by contacting the Architect.

The General Contractor shall be responsible for checking all dimensions and taking measurements on site, testing the condition of existing materials, using ladders and probes where necessary.

Pricing/Submission of Documents: the items given under sections A and B merely constitute a check list for the tendering contractor, being matters generally implicit in the Contract and, as such, at the discretion and wish of the Contractor.

Where quantities are not included in the specification, tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the works. Alterations or qualifications to the specification should not be made without consent of the Architect. Costs relating to items in the specification which are not priced will be assumed to have been included elsewhere in the tender.

Valuations: the Contractor will be required to provide an itemised and priced specification. Valuations to be presented as a schedule indicating for each specification item the Contract allowance percentage complete and the value of work to date.

The Contractor is required to indicate in his first and subsequent valuations those items that are zero rated for VAT.

Health and Safety

The Contractor is to comply with all relevant health and safety legislation.

B FORM OF CONTRACT

The form of Contract will be the JCT Minor Works Building Contract with Contractor's Design 2016.

The Contract will be for works to be carried out on a fixed price basis and will not be subject to fluctuations.

The Contract will be completed as follows:

Second recital insert:

As set out in the contract Schedule of Works.

Article 3 Architect/Contract Administrator:

Insert - MSA Practice Ltd

Article 4 CDM-PD:

Insert - MSA Practice Ltd

Base date to be the tender return date.

Clause 2.3: Date for commencement:

Date for commencement to be agreed.

Clause 2.3: Date for completion:

Date for completion to be agreed.

Clause 2.9: Damages for non-completion:

At the rate of £200.00 per week or part thereof.

Clause 2.11:

Rectification period to be six months.

Clause 3.3.1:

Deleted

Clause 3.3.2:

Deleted.

Clause 4.3 Interim payments – dates and certificates

Amend first paragraph to:

Valuation to be on the request of the contractor and not less than 28 days from date of commencement and thereafter at intervals of not less than 28 days

Clause 4.3:

Percentage of the total value of work to practical completion:

To be 95%

Clause 4.3:

Percentage of the total value of work after practical completion:

To be 97.5%

Clause 5.3 Contractors insurance:
Insert £10,000,000.00

Clause 5.4B applies.

C P R E L I M I N A R I E S

1. Terms and Definitions

- a. Architect: the person nominated in the contract as Architect, or his authorised representative.
- b. Approval: approval in writing of the Architect. Unless otherwise specified in the approval, approval is limited to visual appearance of the work, materials or components involved and shall not relieve the Contractor from compliance with the specification.
- c. Equivalent products: where the specification states “or equivalent” or “similar approved” to permit substitution of a product to the specified, and such substitution is desired, submit evidence that the product is equivalent in material, safety, fitness for purpose and appearance (where relevant).
- d. Fix only: all labour in unloading, handling, storage and fixing in position, including use of plant.
- e. Supply and fix: unless otherwise stated, all items given in the specification and/or drawings are to be supplied and fixed complete.
- f. Removing: disconnect, dismantle as necessary and remove the stated element and all associated accessories, fastenings, supports, bedding materials, and dispose of unwanted materials.
- g. Setting aside for re-use: prevent damage to stated components or materials during removal and clean off bedding/jointing materials. Stack neatly, adequately protect and store until required by Employer for use in the Works.
- h. Replacing: remove stated component, feature, finish etc. Provide and fit in lieu new component, feature, finish etc, which, unless specified otherwise, must be a new version of those removed. Make good as necessary.
- i. Repairing: carry out local remedial work to components, features, finish, etc, as found in the existing building. Re-secure or refix as necessary and leave in sound, neat condition. It does not include:
- j. Forming up square jambs.
- k. Cutting, toothing and bonding in-filling materials to the adjacent existing structure.
- l. Cutting out for, providing and inserting new components (lintels, cills, etc) stated in description.
- m. Making good any of existing structure to remain.
- n. Extending and making good finishes and skirtings around/across the openings.

2. Schedule of existing conditions

- a. Before work commences on site, prepare and agree with the Architect a schedule of the condition of existing structures, fixtures, boundaries and pavings within and adjacent to the site area, making a photographic record and handing one copy to the Architect prior to commencing the works.
- b. Defects in Existing Construction are to be reported to the Architect without delay.

3. Prior notification

- a. The Contractor shall notify the Architect before any Work is closed up in order for it to be inspected. The Architect reserves the right to order any part of the Works to be opened up for inspection if it has not been approved.
- b. The Employer will give the Contractor seven days notice of any period during which work must not be carried out.

4. Preliminary inspection

- a. The Contractor will be responsible for visiting the site in order to acquaint himself with the site conditions, access, storage provision, services etc., and to amplify the content of the Specification.
- b. Access to site must be arranged in advance by contacting the Employer.
- c. The General Contractor shall be responsible for checking all dimensions and taking measurements on site, testing the condition of existing materials, using ladders and probes where necessary.

5. Insurance

- a. The Employer will notify their Insurance Company of the extent of the Works and provide all risk joint names insurance cover and be responsible for any additional premium that may be levied.
- b. The Contractor will provide the insurance cover required by the Contract.

6. Temporary service

- a. Mains electricity and drainage are available for use within the building.
- b. The Contractor is responsible for ensuring these supplies are adequate and meet any statutory obligations and costs.

7. Workmanship

- a. The Work shall be of the highest possible standard and carried out by reliable tradesmen experienced in the type of work in hand. It is a requirement of the Employer that the quality of workmanship and materials is to be of a standard acceptable to any relevant funding body.
- b. In the event of any query on site or regarding the Specification, the Architect must be consulted before Work proceeds.
- c. The working materials should be in accordance with the manufacturer's instructions, together with current Codes of Practice and the relevant Appendices attached to the Specification.
- d. The Contractor is to make good any defective work and materials directed by the Architect at the Contractor's own expense.

8. Materials

- a. General Standards and Requirements.
 - i. All new materials for the Works shall be the best of their respective kind, guaranteed free from defect and the current British Standards and Code of Practice will be deemed to apply to this Specification.

- ii. The type and colour of all surface materials shall be in accordance with the Specification/Schedule of Work and are to be submitted to the Architect and to the Local Authority for approval before being fixed.
 - iii. In the event the Contractor is instructed to use materials reclaimed from the Works, prior to installation all such materials shall be submitted to and approved by the Architect.
 - iv. The Contractor shall be responsible for providing adequate handling and storage facilities on site for materials including a lock-up shed for all perishables, toxic or inflammable materials.
- b. Standard of Acceptance. Do not accept delivery of any materials that:
 - i. Do not comply with specification.
 - ii. Do not match approved samples.
 - iii. Are damaged or contaminated.
 - iv. Cannot be used within stated storage life.
- c. Handling and Storage: As soon as materials are checked on to site, carefully handle and securely store them in a manner that provides adequate protection from mechanical damage, distortion, contamination and deterioration.
- d. Source Restrictions: Use a single source of supply for materials and components having characteristics that differ according to source of supply or manufacture; or could affect their appearance or performance.
- e. Unspecified Items: Ensure any and all materials which are left to the choice of the Contractor are of good quality, fit and for their intended purpose, comply with relevant codes of practice or British Standards, and comply with good building practice.
- f. The Contractor is to make good any defective materials as directed by the Architect at the Contractors own expense.

9. Working Hours

- a. Where dayworks are authorised, the General Contractor is responsible for obtaining dayworks sheets from subcontractors.
- b. Transistor radios and the like will not be allowed on site.
- c. No work to be executed on a Sunday.
- d. Provisionally allow to halt work for 1 hour per week for funeral services.

10. Care of the Works

- a. Use of the site is to be restricted to the construction of the Works.
- b. Prevent damage to existing property which is to remain unaltered, and make good any defects caused by the works, to match existing. Damage caused to adjoining property shall be reinstated by the appointed Contractor at his own expense. The Contractor shall inform the Architect immediately of any such damage and confirm this in writing, setting out the cause and intended remedial measures, within seven days of the occurrence.
- c. Roads and Footpaths: Make good any damage to public highway, footpaths, verges etc, caused by site traffic or otherwise, to the satisfaction of the Architect.
- d. Existing Services:
 - i. Notify all service authorities not less than one week before starting work on site. Before starting work check positions of existing services.

Observe service authorities recommendations for work adjacent to existing services.

- ii. Protect and prevent damage to all live services. Notify Architect and appropriate authority of any damage resulting from the Works and make arrangements for the work to be made good without delay.
- e. Security: Safeguard the Works and stored materials from theft, vandalism or other damage. Ensure the security of the building is maintained during the works.
- f. Inform the Architect of the intended siting of all spoil heaps, temporary works and services. Clear away when no longer required.
- g. Thoroughly clean the works on completion and leave fit for the next phase of the works.
- h. If required provide temporary rainwater disposal during the Works, maintain as required, and on completion remove, clear away and make good all disturbed.

11. Cleaning and protection

- a. During the works the site is to be kept in a clean, safe and workmanlike condition and all areas affected by the works are to be made good and all waste material to be carted away.
- b. All fabric to be adequately protected from potential harm. Provide and temporarily fix temporary protective coverings, including all necessary supporting framework, to protect the building, contents and churchyard during the Works, maintain as required, and on completion clear away and make good all disturbed.

12. Named craftsmen and suppliers

- a. The Contractor is invited to use the named craftsmen and suppliers included within this specification. If the Contractor proposes to use alternative craftsmen and suppliers this is to be confirmed in the tender. The craftsmen and suppliers named are to be domestic subcontractors to the Contractor.

13. Contractor's Site Area

- a. The Contractor will restrict operations and access to the site, to an area to be agreed on site, prior to the commencement of the works.

14. Contractor's facilities

- a. Provide all sanitary and welfare accommodation and facilities to satisfy all Health and Safety and other relevant Regulations and Acts.

15. Faculty and /or List B approval

- a. The works will require a Faculty and/or List B approval and the Contractor is to ensure that any works he is instructed to execute are covered by a current consent.

16. Excavation of human remains

- a. The site has been a closed graveyard for some considerable time. However, where human remains are found during excavations, these are to be reverently handled, stored in a box and handed to the church for re-interment.

17. Health and Safety

- a. The Contractor is to comply with the CDM Regulations, provide and comply with their Construction Phase Plan.
- b. Practical completion of the works will not be achieved until the Health and Safety file has been completed and handed to the Employer or their agents.

18. Programme

- a. As soon as possible and before starting work on site prepare and distribute a Contract Works programme as follows:
 - i. Commencement date.
 - ii. Completion date.
 - iii. Showing start and finish dates of all major activities and work by subcontractors.
 - iv. Showing when critical information is required from the Architect and others.
- b. Update and distribute copies whenever changes occur.

19. Masonry work during dry or inclement weather conditions

- a. During warm, dry weather the work should be kept covered with polythene sheeting or dampened Hessian to inhibit excessive drying out.
- b. During driving rain, the work should be kept covered with sheeting.
- c. In cold weather the work should be protected by insulating material [sacking, boarding etc]. No work to be carried out when temperature is likely to be below +2°C.
- d. Where inclement weather is possible the protection of the works should remain in place for sufficient time to avoid damage occurring.
- e. Any damage caused by dry, inclement or frosty weather is to be made good at the Contractor's expense.

20. Dayworks

- a. No work which in the opinion of the CA can be measured and valued will be paid at daywork rates.
- b. Daywork sheets must be rendered to the CA in detail bearing the operatives name, trade, etc, in duplicate not later than the end of the week following that in which the work is done and sheets are to be monied out and signed by the Foreman and the CA or his representative.
- c. The signature of the CA on a daywork sheet will be accepted as a fair record of the time and material taken but shall not in any way be authority for a variation nor that the item is to be valued on a daywork basis instead of at a measured rate.

- d. General Foreman's time will not be allowed and working foreman shall be charged as ordinary workman.
- e. The value of the materials and mechanical plant will be ascertained on the basis of the actual cost to the Contractor by the production of bonafide invoices for the materials and mechanical plant used subject to the deduction of all trade discount.

21. Management of the Works

- a. The Contractor should accept responsibility for co-ordination, supervision and administration of the Works, including all subcontractors. Arrange and monitor a programme with each subcontractor, supplier, Local Authority and statutory undertaker and obtain and supply information as necessary for co-ordination of the Works.
- b. Include all expenses whatsoever in connection with labour, including overtime if necessary, to complete the works within the stated period or to ensure completion of parts of the Work within a given time to avoid deterioration of fabric.
- c. Provide all mechanical and non mechanical plant, haulage, scaffolding, gantries, walkways, road tarpaulins etc. and temporary services and other equipment necessary for the satisfactory completion of the works.
- d. Include for temporary measures, watching, lighting, hoardings, shorings to buildings, protection of roads and paths etc. and other safety measures to the entire satisfaction of the Local and Statutory Authorities.
- e. Site Foreman: The Contractor shall at all times keep upon the works a competent person-in-charge, and any written instructions given to him by the Architect shall be deemed to have been given to the contractor.
- f. Sub-Letting/Sub Contracting: Work contained in this specification shall not be sub let without the prior consent of the Architect and the Employer. Contractors are invited to use subcontractors and suppliers where named in this specification. Such contractors/suppliers are to be domestic subcontractors to the Contractor. The Contractor is responsible for ensuring that subcontractors are made aware of the requirements of this specification and schedule of works and kept informed of any alteration or amendments to the specification, schedule of work, new or revised drawings.
- g. Ownership: Products and materials salvaged from the alteration/demolition works are to become the property of the Contractor unless otherwise stated. All waste material is to be removed from site as work proceeds.

22. Acts, Regulations, etc.

- a. Comply with any and all regulations made by any authority having jurisdiction over or in connection with the works ; Codes of Practice published by BSI and major trades organisations British Standards referred to in this specification; BRE digests and other authoritative documents prepared by the major government organisations; printed directions issued by the manufacturers of propriety materials used (whether specified or not). Provide any relevant part of the above documents for use on site if necessary for the efficient execution of the work or if so directed.

23. Proprietary Materials, Components and Systems

- a. Strictly observe all manufacturer's instructions, particularly regarding suitability, handling, storage life and conditions, preparing, fixing and protecting.
- b. Specification of propriety materials and components is not binding. The Contractor is invited to suggest alternatives of a similar quality and performance.

24. Fixings

- a. Subject to specified requirements, fix everything that is intended to be fixed in such a manner that it stays fixed. Select fixings with proof against likely corrosion, suited to likely stresses, to suit visually the item being fixed.

25. Records

- a. Keep a properly documented and dated job diary available for inspection when so requested.
- b. Record all events relevant to the construction of the Works including (but not limited to) the following:
- c. Daily weather including days/nights when the temperature is below 5°C or above 20°C and when there was rain or snow.
- d. All drawings or other documents issued or requested, all instructions issued to the Contractor and the action taken, including verbal instructions and the date of written confirmation; adequate details of daywork; weather conditions; records of tests (if not recorded elsewhere); any poor workmanship observed or reported and condemned work stating reasons; delays and their causes; details of labour and plant.
- e. Details of work originally classified as provisional; details in support of claims for extra payment; measurements and cost information to support valuations and the final account; commencement and completion dates of significant elements of work, adequate photographs, names of personnel involved in critical activities

26. Drawings

- a. Check all drawings issued after the start of the Works to ensure they do not conflict with those previously supplied, or with actual dimensions on site. Notify the Architect of any discrepancies.
- b. Areas of work involved with the existing buildings where dimensions are stated on drawings/specification are always to be checked on site by the Contractor.

27. Inspections of Covering Up

- a. Give notice regarding any work that must be inspected prior to covering up, this includes:
 - i. Work of structural importance.
 - ii. Functional work, e.g. drains.
 - iii. Work treated as provisional at time of tendering.
- b. Do not cover up such work until inspected and approved by the Architect or authorised inspector.

28. Contractor's Design

- a. Where Contractors design is required, the Contractor is to provide sufficient detailed information for comments to be made by the Architect.
- b. Contractor's design works are not to commence until approved by the Architect.
- c. The Architect will within seven days of receipt of Contractor's design information advise whether the proposals are acceptable or require amendment.
- d. Within seven days of receipt of amended proposals the Architect will further advise whether the proposals are acceptable or require further amendment.
- e. Acceptance of the Contractor's design by the Architect will not be interpreted as approval of the Contractor's design or absolve the Contractor from their design responsibilities.
- f. Contractor's design is required for:
 - i. Temporary shoring and propping.
 - ii. Traffic Management Plan (TMP) for the road closure.

29. Discovery of tooled stonework

- a. That any stonework to be replaced is carefully checked for tool marks and, if found, the stones are set aside, and the architect notified who will then notify the Diocesan Archaeological Adviser.

D TRADE PREAMBLES • MASONRY

1. Samples

- a. Provide samples at two weeks before installation/application for the Architect's approval of:
- b. Stone.
- c. Mortar biscuits.
- d. Sample pointing.

2. Basic hot lime mortar for pointing, laying and securing fixings

- a. To be hot mixed lime mortar
- b. 1 part Quick Lime (3mm down to dust).
- c. 1 ½ parts washed sand
 - i. Sand to be glacial deposit i.e. gritty with no fines such as Lockington (Tarmac 01509 674048).
 - ii. subject to approval of sample biscuits
- d. 1 ½ parts crushed lime stone 6mm down to dust.
- e. Mortar mixed in a pan mixer [not a mill to avoid crushing the stone or mixer to avoid balling] and to be pre-prepared for the whole job and then stored in tubs to maintain consistency.
- f. Knock up for use in a mill [not a mixer].

3. Re-pointing Masonry – Preparation

- a. Extent of all existing mortar to be removed to be agreed with Architect before proceeding with the work.
- b. Depth of raking out in preparation for re-pointing to be at least twice the height of the joint and, in any case, not less than 30mm.
- c. Lime-based mortar to be removed by hand or with a churn brush or by scraping (not striking) a chisel across the joint.
- d. Cement-based mortar to be removed by scraping with a chisel where mortar is loose. Where mortar is not loose the Contractor is to provisionally allow for executing a sample panel as directed by the architect and removal with a hammer and chisel [in the event stonework may be harmed more by its removal than being caused by the mortar itself, the mortar will be left].
- e. Do not use mechanical chisels, angle grinders, etc. to remove existing mortar.
- f. Remove all loose particles from joints and all organic growth (lichen, moss, etc.) from area of stone immediately adjacent to joint (25mm nom).
- g. If required, blow out uncemented mortar with an air line.
- h. Thoroughly dampen down masonry with limewater before re-pointing with lime mortar allowing a period for free water to dry out. As necessary, repeat dampening down of unpointed areas as the work proceeds to ensure masonry is damp when repointed.
- i. Allow for executing sample panels of pointing to a standard approved by the Architect prior to commencing the works.

4. Stonemasonry

- a. Ensure all stones are fully bedded and preponds are filled.
- b. Avoid sections of joints being any wider than 25mm.
- c. Ensure the mortar is well compacted and cracks in the pointing are compressed during the initial set.
- d. Pointing up to be finished flush with surrounding stone and filling deeper recesses in face of stones with surface of joint lightly tapped [not brushed to avoid brush marks] with a stiff brush when mortar is semi-set (i.e., when mortar surface can still be worked with a brush but without leaving brush marks in the surface of the mortar or smearing mortar onto surrounding stone).
- e. Ensure the surrounding stone is left clean of any smears - do not use a chemical cleaner.

E SCHEDULE OF WORKS

1. Preliminaries

- a. Allow for all the preliminaries.
- b. On completion remove all waste.

2. Road closure

- a. The Employer will apply for and obtain the necessary road closure.
- b. The Contractor is to provisionally allow for:
 - i. The design of the TMP.
 - ii. The implementation of the TMP by a Traffic Management Company, with trained and competent staff
- c. No works are to be undertaken to the highway,

3. Shoring and propping

- a. To contractor's design.

4. Dismantling

- a. Clear the fallen stones and set aside for reuse.
- b. Working in sections carefully dismantle:
 - i. What remains of the wall in the area to be rebuilt.
 - ii. Provisionally allow for dismantling the wall to 300mm below the road level.
- c. Working in sections carefully dismantle the back fill without disturbing the churchyard earth.

5. Stone

- a. There is stone on site from the collapse with more salvaged stone being stored in a locked unit at Sports Field, Burton Lane, Wymeswold, LE12 6UE. Allow a few days notice, if access is required to inspect the salvaged stone.
- b. Allow for moving the stone back to site.
- c. Provisionally allow for cleaning and sorting 15m³ of stone (from site and in storage).
- d. Provisionally allow for the supply of 8m³ of sound random rubble Ancaster limestone, mainly to be used on the back face of the wall.

6. Rebuilding

- a. Rebuild the wall as the drawings, including:
 - i. Provisionally allow for 300mm below road level.
 - ii. Install weep holes
 - iii. Backfill
 - iv. Turf capping
- b. Block bond the rebuilt wall to the raking line of the retained wall.
- c. Reinstate the slope of the bank as re-seed.

7. Dayworks

The under mentioned number of hours of labour and value of materials are provided for such works as the Architect may order to be executed as daywork.

- a. Labour (normal working hours Monday to Friday inclusive 8.00am to 6.00pm
 - i. The rates for labour are to be based on the rates of wages, supervision, travelling time, fares and subsistence payable by the Contractor and are to include for the provision and use of all plant (other than mechanical plant), scaffolding (other than specially erected scaffolding) and tools required, all necessary supervision, all liabilities as Employer (including any payments in connection with the operation of bonus scheme or the work of overtime), also insurance and 'Holidays with Pay' contributions, redundancy payments, incidental costs, profit, overheads for employment of:
 - ii. Labourer 40 hr
 - iii. Craftsperson 40 hr
- b. Provide the provisional sum of £500.00 plus overheads and profit for materials and goods used in dayworks.
- c. Provide the provisional sum of £500.00 plus overheads and profit for plant in dayworks.

8. Contingency sum

- a. Allow a contingency sum of £2,000.

APPENDIX • DOCUMENTS

Documents

Report dated 18.01.2023

Drawings

WCYW.A4.A.01	Location plan
WCYW.A4.A.02	Existing plan and elevation
WCYW.A4.A.03	Sections
WCYW.A4.A.04	Proposed elevation

APPENDIX • COST SUMMARY

WYMESWOLD CHURCHYARD WALL

MSA Practice Ltd
msa.mark@gmail.com
16 Hillcrest Drive, Loughborough, LE11 2GX

We the undersigned having carefully examined the Drawings, Specification, Schedules, and Conditions of the Contract for the above Works hereby Tender and undertake to carry out and complete and maintain all the Works required to be performed on a FIXED PRICE basis for the sum of £

.....

.....

.....(in words)

Summary of costs:

1	Preliminaries	£.....
2	Shoring	£.....
3	Road closure	£.....
4	Dismantling	£.....
5	Stone	£.....
6	Rebuilding	£.....
7A	Dayworks - labour	£.....
7B	Dayworks - materials	£.....
7C	Dayworks - plant	£.....
8	Contingency	£2,000.00
	Subtotal	£.....
	Overheads and profit	£.....
	Total	£.....

Note the pro-rata rate given in overheads and profit will be used to measure variations above the actual costs.

Signed

For

Date