

COUNTY COUNCIL OF SUTHERLAND.

SPECIFICATION

FOR

CARPENTER WORK

AT

SLUICE KEEPER'S HOUSE, THE MOUND.

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NOTE:- OFFERS to be lodged with W. Sutherland, County Road Surveyor, Brora on or before 31st March 1947.

The Form of Tender must not be detached from the Specification and Schedule of Quantities.

The Council do not bind themselves to accept the lowest or any of the Tenders.

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# SUTHERLAND COUNTY COUNCIL

## CONDITIONS OF CONTRACT

### CONTRACTORS TO PROVIDE AND DO EVERYTHING NECESSARY

1. The Contractors shall provide everything which may be necessary for the due and proper completion of the work included in their Contracts in accordance with the true intent and meaning of the signed Drawings, Specification (whether such Specification be embodied in Schedules of Quantities or not) and these Conditions and the works shall be carried out in accordance with such Drawings, Specification and General Conditions of Contract, and any further Drawings, details and instructions in explanation of same, and such directions as may from time to time be given by the Architects.

### CONTRACT DOCUMENTS, ETC.

2. The signed Drawings, Specification and General Conditions of Contract shall remain in the custody of the Architects who shall produce them at their office as and when required by the Employer or by the Contractors. One complete copy of all Drawings and of the Specification shall be furnished by the Architects for the joint use of all the Contractors on the Building, and shall be kept on the works until the completion thereof, and the Architects or their representative shall at all reasonable times have access to the same. All Drawings in possession of the Contractors shall be returned to the Architects by the Contractors on the completion of the Contract.

### DIMENSIONS. SETTING OUT.

3. Figured dimensions, either on the Drawings or in the Specification shall be followed in preference to the scale and detail drawings in preference to small scale drawings.

If the Contractors shall find any discrepancy between Drawings, or between the Drawings and Specification, they shall immediately refer the same to the Architects who shall decide which shall be followed.

The Contractors shall set out the work, and during the progress of the Building shall amend at their own expense any errors arising from their inaccurate setting out, unless the Architects shall decide that such amendment is unnecessary.

### REQUIREMENTS OF LOCAL AUTHORITIES.

4. The Contractor shall conform in all respects to the requirements of the Local Authority, give all notices required by them, and pay all fees exigible from the Contractors by any Public Officer in respect of the works.



PLANT ETC., AND MATERIALS TO BE THE PROPERTY OF THE EMPLOYER.

5. From the time they are placed upon the site until the final completion of the works to be executed under this Contract (a) all sheds, scaffolding, appliances and plant provided by the Contractors for the carrying out of the work, and (b) all materials delivered by the Contractors for the execution of the works, shall become and be the absolute property of the Employer (but subject in the case of (a) to the use thereof by the Contractors or any person or persons employed in their default, and in the case of (b) to the Architect's right of rejecting the materials under Condition 6) and shall not be removed from the site without the written consent of the Architect, which consent shall not be withheld when such things are no longer reasonably required for the carrying out or execution of the work; nevertheless the Contractors shall be responsible to the Employer for any loss or damage thereto and for any such things removed from the site without consent. Upon such consent being given or upon the final completion of the work in terms of the Contract then all sheds, appliances and plant and all unused materials upon the site shall be forthwith removed by the Contractors and upon such removal the same shall be invested in and become the property of the Contractors.

MATERIALS AND WORKMANSHIP

6. All materials and workmanship shall be of the respective kinds described in the Specification and the Contractors shall at the request of the Architects furnish vouchers to prove that any materials supplied are such as are so described. The work shall be executed in a sound workmanlike and substantial manner and to the satisfaction of the Architects. The Architects shall have full power to reject any improper, defective or unsatisfactory materials or work, and upon such rejecting the Contractors shall, within such time as shall be specified in writing by the Architects, substitute proper materials and properly re-execute the rejected work.

CONTRACTORS TO KEEP FOREMEN ON WORKS.

7. The Contractors shall keep constantly on the Works during the time work is in progress competent foremen, and any directions or explanations given by the Architects or their representatives to such foremen shall be held to have been given to the Contractors.

ACCESS TO WORKS AND WORKSHOPS

8. The Employer and his Architects and any persons authorised by them shall, at all reasonable times, have access to the works and to the workshops of the Contractors or other places where work is being prepared or stored for the building.

PROGRESS OF WORK

9. To be made to satisfaction of Architect and in accordance with Schedule of time as stated in Legal Contract.



DAMAGES FOR DELAY IN EXECUTION, EXTENTION OF TIME.

10. If any Contractor fails to carry out and complete in terms of the proceeding Condition, the works contracted to be done by him he shall pay to the Employer the sum of £.....Sterling per ..... as liquidated and ascertained damages for every ..... beyond the date at which such works should have been completed unless he proves to the satisfaction of the Architect that delay arose from circumstances wholly outwith his own control and unavoidable or from any lock-out or strike affecting the building trades, or from exceptionally inclement weather, in which case the Contractor shall be allowed such further time as may be considered fair and reasonable.

ALTERATIONS NOT TO INVALIDATE THE CONTRACT.

11. The Contractors shall make such alterations, additions to and deviations from, and shall submit to such omissions from the work shown on the Drawings and described in the Specification as may from time to time during the carrying out of the work be required or directed in writing by the Employer or the Architects on his behalf and every such alterations, additions, or deviations shall be subject to like covenants with respect to materials, workmanship and otherwise as are herein contained as if such alterations, additions, or deviations had been shown on the Drawings or described in the Specification. No alterations, additions, deviations or omissions shall be made without the sanction of the Employer or the Architects on his behalf, to be evidenced by an Order in writing signed by one of them or by any Drawing given and signed by the Architects for the express purpose of showing any approved alterations, additions, deviations or omissions and such alterations, additions, deviations or omissions so sanctioned shall not invalidate the Contract.

CONSENT TO SUB-LET REQUIRED.

12. The Contractors shall not, without the written consent of the Architects, assign or sub-let any portion of the works.

RESPONSIBILITY OF CONTRACTORS FOR DAMAGE OR ACCIDENT.

13. The Contractors shall protect and preserve entire and uninjured the whole of the work executed and materials supplied by them, until the Architects have certified in writing that the work has been completed. In the event of any damage or disfigurement being caused by frost or other inclemency of the weather, or by accident of any description including fire, or by the workmen employed on the site by the Contractors or any other Contractors or by third parties or by any other means, the Contractors shall completely repair or replace the damaged work or materials free of cost to the Employer. Any Contractor damaging the work of another shall be responsible to that other Contractor. The Contractors shall also be bound to relieve the Employer from all claims which may be brought against him in connection with or arising out of accidents or injuries to workmen or third parties and damage to adjoining properties.

RESPONSIBILITY OF CONTRACTORS IN CASE OF DAMAGE.

14. The works executed under this Contract shall be at the sole risk of the Contractors as regards any loss or damage by fire.



DEFECTS TO BE MADE GOOD.

15. Any defects, shrinkages, settlements or other faults which may appear within twelve months from the completion of the works, arising from materials or workmanship not in accordance with the Drawings and Specification or the instructions of the Architects, or any damage to pointing by frost appearing within the like period, shall, upon directions, in writing given within that period by the Architects and within such reasonable time as shall be specified therein, be amended and made good by the Contractors at their own cost. Should any defective work have been done or material supplied by a Sub-Contractor or other person employed by the Contractors on the works the Contractors shall be liable to make good in the same manner as if such work or materials had been done or supplied by the Contractors.

PAYMENT FOR WORK DONE.

16. The Contractors shall be entitled to be paid in 4 instalments or at such other time as may be mutually agreed upon, at the rate of 90% upon the value of all work executed to the satisfaction of the Architects. The remaining 10% shall remain in the hands of the Employer for three months after the works have been completed in terms of the Contract, when it, together with any further sum found due to the Contractors at the final adjustment of the accounts shall be paid to the Contractors with the exception of an amount not exceeding 5% of the total value of the work, which amount shall be retainable until the expiry of the maintenance period.

DETERMINATION OF CONTRACT IN CASE OF DEFAULT.

17. If any Contractor shall make default in the due performance of all or any of these Conditions or in duly proceeding with the work, and the Architects shall give notice in writing to the Contractor of such default, specifying same, and if the Contractor shall continue therein for a period of seven days after such notice, then the Employer shall, on the written certificate of the Architects of the fact of such default and of the Contractors' failure to comply with such notice, have full power and authority to determine the Contract. Provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Employer.

DETERMINATION OF CONTRACT IN CASE OF BANKRUPTCY.

18. The Employer or the Architect acting on his behalf on the one hand, or the Contractor on the other, may at any time, by notice in writing, summarily terminate the Contract without compensation to the other Party in any of the following events (this is to say):- (a) If the other Party shall be adjudged bankrupt or shall have a Receiving Order or order for the administration of his estate made against him or shall have his estates sequestrated or be rendered bankrupt or shall grant a Trust Deed for behoof of Creditors, or in the case of a party domiciled in England, shall enter into, make or execute any deed or arrangement as defined by the Deeds of Arrangement Act 1887, or other composition or arrangement with or assignment for the benefit of his creditors, or purport so to do; or (b) if, in the case of a Company any effective resolution be passed for voluntary liquidation/



liquidation arising from inability to pay debts or any compulsory order be made for winding up. But such notice, if given by the Contractor, shall be given to the Trustee, Liquidator or other persons representing the creditors of the Employer and shall only become operative if 10 days elapse without a representative of the Employer's Creditors adopting the Contract and finding sufficient security for implement of the Employer's obligations. Such determination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall hereafter accrue, to the Employer or Contractor so determining.

#### PROVISIONS IN CASE OF DETERMINATION BY EMPLOYER.

19. The Employer shall in the event of the Contract being determined by him, or for him in terms of the foregoing Conditions, have full power and authority to employ and pay other persons to carry on and complete the same, to make good defects and any damage consequent thereon or incidental thereto, and to use and avail himself of such materials, plant and appliances belonging to the Contractor in default as may be upon the ground and to supply others to complete the work, all at the expense of the Contractor so defaulting.

#### ARBITRATION.

20. The Architect shall be the sole Arbiter and Referee between the Employer and Contractors in regard to any difference of opinion that may arise between them in the course of implementing their Contract and the decision of the said Arbiter shall be final and binding against all parties.

#### FAIR WAGES CLAUSE.

The Contractor shall, under the penalty of a fine or otherwise, pay rates of wages and observe hours of labour not less favourable than those commonly recognised by employers and trade societies (or in the absence of such recognised wages and hours, those which in practice prevail amongst good employers) in the trade in the district where the work is carried out. Where there are no such wages and hours recognised or prevailing in the district, those recognised or prevailing in the nearest district in which the general industrial circumstances are similar shall be accepted.

Further the conditions of employment generally accepted in the district in the trade concerned shall be taken into account in considering how far the terms of the Fair Wages Clauses are being observed. The Contractor shall be prohibited from transferring or assigning directly or indirectly to any person or persons whatever, any portion of his contract, without the written permission of the Department. Sub-letting other than that which may be customary in the trade concerned is prohibited. The Contractor shall be responsible for the observance of the Fair Wages Clause by the Sub-Contractor.

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The Contractor shall to the satisfaction of the Local Authority provide and keep proper books, in which shall be correctly and promptly entered, from time to time, the names of the wages paid to, and the hours of labour observed by, all work people employed by him in or about the execution of his contract, and shall, from time to time, when required by notice in writing under the hand of the Clerk to the Local Authority, produce the said books, or any of them to him, or any person appointed by the Local Authority, who shall be at liberty to inspect the said books and take copies thereof or extracts therefrom.

E.W.BRANNEN,  
L.R.I.B.A., & F.R.I.A.S.,  
County Architect,  
DDRNOCH.

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COUNTY COUNCIL OF SUTHERLAND.

WASH-HOUSE to be erected at SLUICE KEEPER's  
HOUSE, THE MOUND.

SPECIFICATION.

The shed to form a lean-to with cement concrete floor, wood framed, roof covered with sarking, roofing felt and corrugated iron, walls to be covered with corrugated iron.

Two wash-tubs to be provided by the Council, wash boiler to be purchased from Town Council of Dornoch.

Rotary pump to be installed and 30 gallon supply tank, pipes leading to tubs and boiler.

HOUSE:-

The kitchen and bedroom floors to have Caithness slabs removed, ground excavated for cement concrete.



CARPENTER WORK - SLUICE-KEEPER'S HOUSE, THE MOUND.

SCHEDULE OF QUANTITIES.

No.	Description	Quantity	Rate	£
1.	Corner posts 3"x3" . . . . . Lin.Ft.	30		
2.	Intermediate posts 3"x2" . . . . . Lin.Ft.	46		
3.	Bottom rail 3"x2" . . . . . Lin.Ft.	22		
4.	Top rail 3"x2" . . . . . Lin.Ft.	25		
5.	Intermediate wall rails 3"x2" Lin.Ft.	24		
6.	Rail battled to stone wall 4"x2" Lin.Ft.	8		
7.	Rafters and Purlins 3" x2" . . . Lin.Ft.	24		
8.	$\frac{5}{8}$ " sarking on roof. . . . . Sup.Ft.	70		
9.	2 ply roofing felt. . . . . Sup.Ft.	70		
10.	Corrugated iron to wall and roof with one and a half lap. . . . . Sup.Ft.	26		
11.	Door ledged and lined 6'4"x2'6" constructed of $\frac{3}{4}$ " sarking and 5"xl" backings. No.	1		
12.	14" heavy tee hinges. . . . . Pair	1		
13.	Dead lock for above 6" . . . . . No.	1		
14.	Dead sash window 4'0" x 3'0" high in 6 panes complete with glass. . . No.	1		
15.	Door stops 2" x $\frac{5}{8}$ " . . . . . Lin.Ft.	16		
16.	Facia plates to eaves 4"x $\frac{3}{4}$ " . . Lin.Ft.	24		
18.	Allow for painting all woodwork-2 coats	Item		
19.	Allow for pipe boards 3" x $\frac{5}{8}$ " . . Lin.Ft.	20		
20.	Allow for frame for storage tank 3" x 3" . . . . . Lin.Ft.	36		
21.	Allow for upholding work for period of one year from date of Architect's Final Certificate of Completion and making good any defects that may occur during that period owing to carelessness or defective workmanship. . . . .	Item		
22.	Allow for insurance of plant and material on site and proportion of Fire Insurance of Building. . . . .	Item		
23.	Allow for relieving Proprietors of all claims for damage to workmen or third parties. . . . .	Item		
24.	Allow for fulfilling the requirements of the Conditions of Contract not otherwise provided for in the Schedule.	Item		
TOTAL £				



COUNTY COUNCIL OF SUTHERLAND.

FORM OF TENDER

Address .....

.....

Date .....

W. Sutherland Esq.,  
County Road Surveyor,  
BRORA.

Dear Sir,

Sluice Keeper's House, The Mound.

.....hereby offer to execute the *Carpenter Work*  
at the above building, for the County Council of Sutherland, all  
according to Specifications and Conditions of Contract for the sum  
of.....  
Stg. (£ : : d).

.....have satisfied myself/~~ourselves~~ ~~a/s~~ to the  
nature and extent of the work. The lump sum offer shall be held  
to include every item necessary for the thorough completion of the  
whole works.

.....Sir,

Your obedient servant(s)

Contractor(s)