

Queries dated: 06/09/2022

1. Form of Contract – JCT 2016 Intermediate Building Contract with Contractors Design. We feel that this is the wrong form of contract for this civil engineering scheme. Noted, please could you clarify why you feel this is the wrong form of contract for a civil engineering project? It is understood that the NEC is a more common contract, however the JCT still has suitable mechanisms for time (completion, start dates, partial possession), cost (variation process, interim valuations) and risk (change control process etc.) and has been used on other schemes.
2. Clause A10 – Project Particulars - 110 Length of Contract 6 months
3. Clause A12 – 110 The Site - Description: As detailed on the Tender documentation. It is an existing agricultural field with a stockpile of hardcore that the tenderer is to review, take ownership and satisfy themselves that it can be used in accordance with the specification and design.- No details of quantity specification or condition are given for this material. Is it suitable, does it require extensive testing, has it been WAC tested, is it contaminated, if it is unsuitable where does it go? Quantity of hardcore available on site is: 440t. Certificates of test are available in Reports folder 1 in the contract tender documents.
4. Clause A12 – 140 EXISTING MAINS AND SERVICES - Services are known to exist within the area of the site. Where known these are indicated on the tender drawings.- no separate PCI information supplied. Designers Risk Assessment only supplied in Appendix 5. PCI now issued/attached.
5. Clause A12 – 160 SOILS AND GROUND WATER Information: See Ground Investigation Report (Appendix 6) – Appendix 6 has not been supplied. These were the reports on the planning portal that were zipped and sent across; happy to send these out separately via WeTransfer or the like? Ground investigation report available in Reports folder 5, via the Contracts Finder link. Land Quality statement in folder 8. Ground investigation report also available here: <https://scilly.gov.uk/sites/default/files/planning-apps/planning-application-p/21/002/P-21-002%2032.%20Ground%20Investigation%20Factual%20Report.pdf>
6. Clause A12 – 170 SITE INVESTIGATION - Report: See Ground Investigation Report (Appendix 6) Please see other reports with Appendix 6. No claim based on the lack of any such knowledge will be entertained. – Appendix 6 has not been included with the tender documents. These were the reports on the planning portal that were zipped and sent across; happy to send these out separately via WeTransfer or the like? Ground investigation report available in Reports folder 5, via the Contracts Finder link. Land Quality statement in folder 8. GI also available here: <https://scilly.gov.uk/sites/default/files/planning-apps/planning-application-p/21/002/P-21-002%2032.%20Ground%20Investigation%20Factual%20Report.pdf>
7. Clause A12 – 180 HEALTH AND SAFETY FILE – available for inspection only on the Isles of Scilly. As mentioned in Point 4 no Preconstruction Information (PCI) information has been supplied.
8. Clause A12 – 240 HEALTH AND SAFETY HAZARDS - General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. Please refer to the design, specification and reports included in Appendices 6 & 7. The following hazards are or may be present:
 - Ground Conditions Survey has been provided in Appendix 6 of the tender documentation.Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works. – Appendix 6 has not been supplied. Who has the risk responsibility for the ground conditions in terms of suitability for roadworks, drainage and foundation structures. Will ground improvement techniques be required? As a traditional contract (i.e. design by the client's team), the risk will sit with the client

We will confirm if additional ground improvement works are required.

9. Clause A20 – under the second recital the contractors designed portion is “retaining wall”. Refer to points below.
10. A 10% performance bond is required by main contractor.
11. NRM 2 method of measurement.
12. Clause A30 – 310 TENDER - 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.

The above details are included within Appendix 3 – Preliminaries but within Appendix 8 Contract Particulars and Amendments there are the following contradictory information items;

13. Sectional dates for Completion – Section 1 - 24th March 2023 and Section 2 - 21st March 2025 – no previous mention of sectional completion. Refer to point 2 above. It is anticipated that the final finish of the tarmac surface would need to be complete once the houses are complete; however now we are looking at a different finish, sectional completion will not be required.
14. Sectional dates of possession - Section 1 - 26th September 2022 and section 2 - 21st February 2025. There is no indication of sectional requirements on the drawings and previous information no previous mention of sectional completion. Refer to point 2 above. It is anticipated that the final finish of the tarmac surface would need to be complete once the houses are complete; however now we are looking at a different finish, sectional completion will not be required.
15. Liquidated damages at £250 per calendar day – applied from when ? This is from the practical completion date (practical completion date can be changed via an Extension of Time)
16. Rectification period is 12 months from practical completion (assume 21st February 2025) On the basis of the above, it would 24th March 2024 (or 12 months from date that Practical Completion is, if it is moved)
17. Collateral warranties to be provided, including for design portions.

In early documents there is no mention of sectional completion but within Appendix 8 there is the requirement. We assume, that this infers that this would mean installing advance groundworks, roads and drainage up to binder level, for the self builders to build their properties. Who has responsibility for care of the previously laid works, damages, insurance of site etc. However, this is not made clear and contractually we would be exposed to a contract that could continue on to 2025 with a maintenance period extending to 2026. There is no mechanism for remobilisation nor is there any inflation clauses within the contract. Understood, hopefully the above clarification now eases that concern.

Further in clarifications the contractor design elements have increased to the following list below;-

- Any requirements of the CEMP and planning conditions that included in the Works Specification (assuming the - CEMP and planning conditions not provided. Statement not completed. Planning conditions available within ‘Decision Notice’ in reports folder 8 already provided (via Contracts Finder). CEMP is currently with Planning to partially discharge the condition, this is already included in Reports folder 1 via Contracts Finder.
- Surface water management during construction @TristanTucker The Contractor is to control drainage during construction to protect the adjacent Lower Moors SSSI i.e. from any excess surface water run-off, sediment or contamination generated from the site works as outlined in the CEMP.

- The CEMP also talks about site tidiness, refuelling and using biodegradable fuel, dust generation etc as well as requiring all imported materials to pose no risk of contamination risk that could result in degradation of habitats within the Lower Moors SSSI and protect groundwater abstraction sources.
- Ground investigations and geotechnical testing required to design the earthworks.- Ground investigation and geotechnical testing for earthworks – Not provided in Appendix 6 !! Ground investigation reports included in Reports folder 5, Land quality statement in Reports folder 8 directly from Contracts finder.
- Earthworks reprofiling to Formation Levels and compaction – refer to issues regrading cut/fill balance document below. @TristanTucker We will provide further modelling on the Earthworks specification.
- Retaining Walls – these are shown as contractor design elements yet no GI details are given. @TristanTucker We will provide the specification for the retaining walls, a provisional sum will be included.
- Septic tank disconnection, decommissioning and removal – first mention of this item. No information given on size , capacity, current construction, operational, decommissioning, contamination etc. Details being confirmed by leaseholder responsible for its installation.
- Services trenching for diversions and for new supplies (inc. liaison with utilities providers to facilitate these works)
- Services connections - limited information given. Incomplete. We are awaiting input from the appointed contractor before agreeing new connection offers with the utility providers. A provisional sum has been included to cover this.
- Cattle grid – no indication as to where this is required as no indications given on the drawings. We can show where this will be located on the site plan – this will be located in the access to adjacent field, in the southwest corner of the site.

Cut/Fill Balance – the designer has produced a cut/fill balance document which indicates the need for the importation of approximately 2500 tonnes of imported fill material. However, the accuracy of this document is hard to verify. **The Cut /fill note is only a Preliminary Technical Note.** For instance, it uses a topsoil depth of 200mm for calculation purposes yet there are indications with the tender information that the topsoil depths are 500mm to 700mm. It also utilises fill material from the excavation of the self build plots (assumed at 1200m3), to fulfil the balance. If these are not being carried out to after Phase 1 (assuming there are two phases), then the earthworks element of the scheme cannot be completed., or there is the need to import more material. Additionally this could mean that there is surplus material to be disposed off after completion of the plots. **Material that would be generated by the self-builders will obviously not be available for use in land raising and the Contractor will have to import this. Surplus material generated by the self-builders will therefore have to be reused or disposed of by them as a result of the phasing of the development.**

There is quite an extensive testing regime for the importation of the fill material, yet no indication as to the suitability of the underlying formation layers. **Further ground investigation is likely to be required to inform the earthworks.** Again it would need to assumed that extensive testing would be required for this element of the works, but it is clart ha the contractor will take the risk when referenced back to Clause A30 – 310 in point 12 above.