

07/04/2017

Your Reference:

Our Reference: TD/430921/#/REV0/AJH

Gleeds Building Surveying Ltd
Wilford House
1 Clifton Lane
Nottingham
NG11 7AT

For the attention of: Mr Mark Strawther
Phone: 0115 977 8000
Fax: 0115 977 8001

Dear Mr Strawther,

PROJECT NUMBER: 362338**Re: New Public Toilet Facility, LE – New Public Toilet Facility**

We are pleased to offer our price proposal for your consideration. The **Quotation Summary** (below) is for your quick referral, for example images and the detailed specifications of the products tendered, please refer to our **Product Specification Table** in the follow-on pages.

Quote Summary				
Item Code	Item Name	Qty	Unit Price	Total
Street Furniture - Guardrail				
BX14 4204-RT	Broxap's Mild Steel Pedestrian Guardrail	6	£115.00	£690.00
BX14 4204-RT	Broxap's Mild Steel Pedestrian Guardrail	1	£105.00	£105.00
Street Furniture - Door Barrier				
BX14/DB	Broxap's Door Barrier c/w two crossbars	4	£75.00	£300.00
Street Furniture - Bollards Option One				
BX47 0140 00-RT-304STK	Broxap's 140mm diameter root fixed Stainless Steel Bollard	6	£80.00	£480.00
Street Furniture - Bollards Option Two				
BXPU 1799-RT	Broxap's Duracast root fixed 'Wolverhampton' Bollard	6	£110.00	£660.00
Street Furniture - Carriage				
BX CARRIAGE	Carriage Charge	1	£178.00	£178.00
Entrance Canopy				
BXMW/BSP/CANOPY	Broxap's Bespoke Canopy	1	£5,317.00	£5,317.00
BXDB ALU	Guttering and Rainwater Pipe - Aluminium	1	£INC	£INC
GUTTERING-PPC				
BXDB WRB-01	Weather Resistance Barrier - None	1	N/A	N/A
BXDB CONC POCKET-EX	Concrete Pocket/Pad(s) - Making Good excluded	1	£3,043.00	£3,043.00
BXDB INSTALL	Installation Service	1	£3,559.00	£3,559.00
BXDB HD ANCHORS	Holding Down Anchors (D&B)	4	£25.00	£100.00
BXDB/ESS/SITE	Broxap's Essential Site Survey for Bespoke Product	1	£650.00	£650.00
BXDB CARRIAGE	Carriage Charge	1	£351.00	£351.00
Grand Total				£15,433.00

street furniture • litterbins • shelters & cycle parking • play equipment • sports equipment • cloakroom furniture



FM 21078



FM 45526



FM 547679



Registered in England No. 2583752

Delivery dates can be confirmed on placement of order; typical lead-times for the above items may be 10 - 12 weeks. Should you require a specific delivery date, we would be happy to discuss these requirements.

Should you require anything further please contact me or our Area Manager, Andy Latham on 07841 067958.

We look forward to contacting you shortly to discuss this offer in more detail.

Yours sincerely,

Angela Johnson
Technical Sales Advisor
Shelters

Direct Dial: 01782 571623
E-MAIL: angela.johnson@broxap.com

Subject to Contract

Prices are nett & exclusive of V.A.T. and valid for a period of 30 days from quotation date.

Product image examples may differ in finish or specification to that stated within the item description.

This offer is based on Broxap Ltd's Terms and Conditions of sale, sent by e-mail with your quotation, also available to view on our website www.broxap.com, with posted hard copies (including enlarged-print copies) being available on request.

07/04/2017

For the attention of: Mark Strawther, Gleeds Building Surveying Ltd

Project Number: 362338

Project Name: New Public Toilet Facility, LE

Quotation Reference №:430921/#!/REV0/AJH

Your contact at Broxap is Angela Johnson on 01782 571623

Full Specification Table

Code	Product	Qty	Unit Price	Total
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Our descriptions, images or illustrations should be referred to for clarity of the items being tendered. Rendered images may be available on request to further support our descriptions. Content from the following has been reviewed to quantify or otherwise assist the preparation of our fee proposal;

- a) Customer drawn sketch*
- b) Email enquiry dated 23.03.17*

As we may look to integrate our default engineering principles or a predesigned product into this proposal, there may be variances in the design to the item(s) originally specified/requested. N.B. at this stage, this proposal may not consider all of the site specific structural engineering implications of the product's placement (e.g. proximity to any buildings or snow drift).

Please Note: This quotation is based on the information made available to us and therefore should be used for budgeting purposes only. If ordered based on this information the order will be fulfilled as per the below descriptions.

Broxap reserve the right if and when more information becomes available to re-visit the price and amend accordingly.

All prices are subject to structural design and site survey

Street Furniture – Guardrail

BX14 4204-RT	Broxap's Mild Steel Pedestrian Guardrail	6	£115.00	£690.00
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High Visibility, Staggered Infill Bars
 Dimensions (mm): 1000 high above ground including 100mm ground clearance, 50 x 30 Box Section
 Fixing: 350mm Root for submerge fixing
 Finish: Galvanised to BS EN ISO 1461:2009
 2000mm Long with 12mm Diameter Infill Bars
 Powder Coated to a Stock BS/RAL Colour TBC upon ordering

****Please note. Fixings are supplied with the Guard Rail. ****

***** Broxaps proposal for Pedestrian Guardrail. *****

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BX14 4204-RT	Broxap's Mild Steel Pedestrian Guardrail	1	£105.00	£105.00
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High Visibility, Staggered Infill Bars
 Dimensions (mm): 1000 high above ground including 100mm ground clearance, 50 x 30 Box Section
 Fixing: 350mm Root for submerge fixing
 Finish: Galvanised to BS EN ISO 1461:2009
 1000mm Long with 12mm Diameter Infill Bars
 Powder Coated to a Stock BS/RAL Colour TBC upon ordering

*****Please note. Fixings are supplied with the Guard Rail. *****

Street Furniture - Door Barrier

BX14/DB	Broxap's Door Barrier c/w two crossbars	4	£75.00	£300.00
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Dimensions:
 1320mm high overall (including root for submerge fixing), 450mm wide, 42mm diameter tube.
 Supplied with two flat plate crossbars (top and bottom).
 Finish: Galvanised to BS EN ISO 1461:2009
 Stock BS/RAL Colour TBC upon ordering
 Rubber Buffer positioned centrally on the top flat plate crossbar as standard

****** Can be supplied in Grade 304 stainless steel @ £138.00 each. ******

****Suitable for use with non-powered doors only****

****** Broxaps proposal for Door Barriers. ******

Street Furniture - Bollards Option One

BX47 0140 00-RT-304STK	Broxap's 140mm diameter root fixed Stainless Steel Bollard	6	£80.00	£480.00
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Dimensions (mm): 1000 high
 Fixing: 300mm root
 Grade 304 Matt Satin Polished; Slightly Domed Top; No Recess
 Reflective Band Not Required

****** Broxaps proposal for bollards. ******

Street Furniture - Bollards Option Two

BXPU 1799-RT	Broxap's Duracast root fixed 'Wolverhampton' Bollard	6	£110.00	£660.00
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Dimensions: 1000mm high
 Fixing: 300mm root
 No eyebolts
 Stock BS/RAL Colour TBC upon ordering
 Reflective Band not required

****** Broxaps proposal for bollards. ******

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Street Furniture – Carriage

BX CARRIAGE	Carriage Charge	1	£178.00	£178.00
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Excludes Off Loading unless Hiab vehicle stated below
Zone 1 Postcode Area
Standard Delivery
Various Pallets See Text Above

Entrance Canopy

BXMW/BSP/CANOPY	Broxap's Bespoke Canopy	1	£5,317.00	£5,317.00
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Bespoke Cantilever Monopitch Glazed Canopy

Dimensions (mm): 8700 (l) x 1536 (w) x 2500 (h) to eaves
Base Type: Submerged Baseplates
Roof Cladding: 10mm Heat Soaked Toughened Glass
Cladding Colour: Clear
Finish to Framework: Galvanised to BS EN ISO 1461:2009 and Powder Coated
Colour: Stock BS/RAL Colour TBC on ordering
Guttering: See Line Below
Downpipe: See line Below
Supplied to site flat packed
Ground Area: length x width of shelter + 500mm min

Glass specification is subject to structural calculations and confirmation from client/local council/fire office.

BXDB ALU GUTTERING-PPC	Guttering and Rainwater Pipe - Aluminium	1	£INC	£INC
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Included

Aluminium guttering, brackets and downpipe, discharging at ground level (unless stated otherwise). Supplied polyester powder coated to RAL TBC

BXDB WRB-01	Weather Resistance Barrier - None	1	N/A	N/A
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A gap (minimum 50mm+) shall exist between structure and building N.B. exact distance to be determined following site survey (as reveals, downpipes, windows etc. will influence this). If a specific minimum distance is required please specify this for clarity. Important; retro-fitting of Weather Resistance Barriers may prove to be costly.

BXDB CONC POCKET-EX	Concrete Pocket/Pad(s) - Making Good excluded	1	£3,043.00	£3,043.00
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Construction of Concrete Pad Foundations
(4 Nr.); 1500mm x 1000mm x 700mm (d).
Price includes for soft-dig excavation of ground with;
- disposal of spoil by Broxap
- temporary boundary fencing by Broxap
Top of Foundation to be c. 150mm to 200mm below finished floor level (making good of finishes to ground level excluded).
If unforeseen obstructions were discovered during excavation works may need to be aborted, which has not been factored into this proposal.
It is considered that a concrete delivery vehicle can gain access to within 20m of the area of works.
A ground-bearing pressure of 100kN/m2 is assumed.

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BXDB INSTALL	Installation Service	1	£3,559.00	£3,559.00
<p>Installed by CRB checked & CSCS qualified operatives. Installed onto suitably prepared foundations by others (unless stated as an inclusion). Access: assumed that safe, consolidated access can be easily achieved within 20m to area of works from the laydown area (please note our delivery vehicle allowances). Plant Allowances: Tower, Gennie Lift and Glass Lifting Equipment Following the installation of your product we will remove all plant and packaging.</p> <p><i>We have assumed a level site and made some allowance to carry materials from the delivery point to site (subject to site survey). Broxap requires an un-interrupted access route and assume normal working hours (9am - 5pm).</i></p> <p><i>Any making good to be done by others after Broxap installation.</i></p>				
BXDB HD ANCHORS	Holding Down Anchors (D&B)	4	£25.00	£100.00
<p>Set of 4 Nr. (Post-Drill Fix) Holding Down Anchor bolts. For post-drill fixing into concrete foundations. Foundations shall be by others unless stated as an inclusion.</p>				
BXDB/ESS/SITE	Broxap's Essential Site Survey for Bespoke Product	1	£650.00	£650.00
<p>The products quoted are purpose-designed to suit your specific site, therefore this "Site Survey" is required so that we may gather this essential site information. Our topographical measure and visual inspection of the "Area of Works" includes: - Dimensional measure of ground levels & buildings/structures - CAT scan to identify "live" underground high voltage cables - Visual inspection of drainage & assessment of site/access Please refer to our Basis of Offer for more details/undertakings on our Site Survey.</p> <p><i>All Prices Are Subject to Site Survey</i></p>				
BXDB CARRIAGE	Carriage Charge	1	£351.00	£351.00
<p>Excludes mechanical off-loading unless stated otherwise Zone 1 Postcode Area Standard Delivery 7.5 Pick Up with hi-ab and Trailer</p>				
Payment Terms				
Subject to account status and final order value, advance payments may be required.				
<p>*Please Note: The above prices are nett - Main Contractors Discount has been deducted - therefore no further discount to be taken*</p>				
Grand Total:				£15,433.00

Thank you for your enquiry.

Please state your Broxap quotation number on all correspondence 430921/#/REV0

Subject to Contract

Prices are nett & exclusive of V.A.T. and valid for a period of 30 days from quotation date.

Product image examples may differ in finish or specification to that stated within the item description.

This offer is based on Broxap Ltd's Terms and Conditions of sale, sent by e-mail with your quotation, also available to view on our website www.broxap.com, with posted hard copies (including enlarged-print copies) being available on request.

Basis of Offer

Individual qualifications from those below may have been superseded within the quotation lines, this will be clearly stated where applicable. Unless clearly stated otherwise these assumptions shall apply. For any areas requiring inclusion, further clarification or discussion please contact us.

1. Prices

- 1.1 The offer is valid for 30 days from date of issue.
- 1.2 All prices are exclusive of VAT and/or other duties.
- 1.3 Customer acceptance of any price for goods and services in connection with this offer, shall constitute acceptance of the offer together with our descriptions and assumptions.
- 1.4 Breakdown of costs is available on request – however these may not necessarily form part of a “Schedule of Rates”.
- 1.5 These assumptions may supersede Scope of Works criteria from your enquiry or “Request for Quotation” (RFQ).
- 1.6 Prices are subject to review post-detailed structural design.
- 1.7 Broxap warrants that it will perform the services quoted for with reasonable skill and care.
- 1.8 Decorative coatings will default to our standard polyester powder coating with a dry film thickness (dft) of 60µm to c.120 µm. A duplex coating, to potentially extend the life-expectancy (especially in areas of high salinity or pollution), is available if required for a supplemental fee.
- 1.9 Items/products quoted that are of stainless steel construction shall be quoted in the most cost effective finish; a 240 grit dull polish.
- 1.10 Should any alternative specifications be required, details should be forwarded to Broxap for price consideration.
- 1.11 Maintenance requirements will be outlined in our O&M documentation; for an example please visit www.broxap.com/maintenance.

2. Site Conditions, Site Survey and Services

- 2.1 This offer is currently made on the basis that no site appraisal has taken place. An additional cost could be incurred if the site features unforeseen obstacles; *inter alia* cables, furniture, safety surfacing, old foundations, wells, sewers, water courses, ground liable to flooding, hazardous waste, trees, foliage.
- 2.2 If commissioned to undertake “Site Survey”, Broxap will require all areas to be accessible and prepared for surveyors. Surveying services quoted allows for;
 - o Dimensional measure of existing ground & buildings
 - o CAT scan to identify “live” underground hi-voltage cables
 - o Visual inspection of surface drainage
 - o Assessment of site, access and location
 - o Providing general arrangement drawing for approval
 In the result, that a site survey highlights previously unforeseen factors, a re-quote or price revision may be required.
- 2.3 If a “Site Survey” is not taken up or where “as built” or other site information is provided to Broxap by the Customer, the Customer accepts that any risk associated to non-fitment of parts rests with them.
- 2.4 Setting out for fixings/interfaces by others.
- 2.5 Typical exclusions from our Site Survey:
 - a) Disused services
 - b) Pot ended cables
 - c) Tracing drains or ducts (including empty ducts)
 - d) Service connections
 - e) Inaccessible manhole covers (e.g. in the highway)
 - f) Working in areas that are either unsafe or not practical
 - g) Telephone, communications and data cables
 - h) Geotechnical and ground bearing pressure assessments.
- 2.6 In respect of CDM and under the guidance of the HSE publication “Avoiding Danger from Underground Services”, the client/landowner is obliged to seek and provide to Broxap any information that will assist in the identification and routing of any buried services.
- 2.7 A date for the survey work can be provided following confirmation of;
 - o “Readiness” of site to be surveyed
 - o Full and free access to the site
 - o A written order received from the Customer
 - o Out of hours contact name(s).

3. Design and Loadings

- 3.1 Broxap has intellectual property for any concepts/design proposals submitted as a part of this or any subsequent proposal. Such sketches, visuals or drawings illustrating our proposed intent are commercially sensitive, confidential information, issued purely for the purposes of illustrating our offer. These should not be released to any third party or used for any other purpose.
- 3.2 The Customer acknowledges and agrees that designs shall remain the exclusive property of the Broxap and that these are protected by the applicable UK Design Registration Laws. Branded maintenance plates/labels are included on all products installed.

- 3.3 Preliminary designs from this proposal, may not consider exposed areas (e.g. coastal or hillside) or locations of high altitude (150 metres above sea level).
- 3.4 Approval drawings will be issued electronically in ‘pdf’ format for approval and comment(s) and suitably redrafted up to first revision (minor changes).
- 3.5 Drawings issued by Broxap for approval by the customer or its agent, shall be returned prior to Broxap’s commencement of fabrication/workshop drawings and/or production of materials. “Approval” means that drawings will have been examined and approved by the Customer, with regard to dimensions/details, technical specification/content and areas relating to the interfaces to the work of others.
- 3.6 Where design remains the contractual responsibility of others and/or where our offer makes use of standard products and/or manufacturing techniques, the Customer will be responsible for understanding our offer and for ensuring that any non-compliances receive the necessary consent from the approving body. Any requirements to bring non-compliances up to specification may demand a revised price or contract variation.
- 3.7 The design of any builders’ works in connection with our products (e.g. pad or slab foundations, first fix steelwork etc.) will be provided by others. Where requested we will provide assistance insofar as; for bespoke designs we will provide loadings/outputs at column bases (once determined), or; for pre-designed products we can provide our design drawings for engineering to be determined by others.
- 3.8 Broxap can size pad or slab foundations if required, professional services fees may be applicable.
- 3.9 In the event of a wall mounting fixture being required the loadings will be supplied for the mounting points. It is the responsibility of others to ensure the loadings are acceptable for the existing wall. We recommend the services of a local/council Structural Engineer are sought. Broxap can undertake structural checks if required (Epoa).
- 3.10 In the event whereby information necessary to the contract is required, formal Requests for Information (RFI’s) shall be issued. Responses to RFI’s should be made within five working days to avoid impact programme dates.
- 3.11 We assume that access for end user cleaning and maintenance, as may be required, will have been risked assessed and considered by the Customer.
- 3.12 Whilst our designs may be subject to an independent structural engineering review, requirements for fully written structural calculations, building warrant applications (for S.E.R.) and/or other specialist building works processes (e.g. planning permission local authority fees, building regulation fees) are excluded.
- 3.13 Material grades or specifications (BS’s/EN’s/ISO’s) listed in the Customer’s enquiry may have been superseded within our counter-proposal. Should there be specific design requirement, where the grade or standard from the enquiry must be included, the Customer shall make this known for confirmation of its inclusion in a revised offer.
- 3.14 Bird roosting measures, not considered.
- 3.15 This offer does not include thermal and dew point calculations, nor does it include any thermal breaks.
- 3.16 No consideration has been given to Broxap’s participation in any party’s electronic document control system. It is assumed that relevant information will be issued to/from Broxap by its customer.
- 3.17 No consideration is given to end user requirements for hi-visibility features (e.g. column banding or screen manifestations etc.).
- 3.18 Where applicable, and only where specifically stated as an inclusion, visually-contrasting manifestations shall feature one side only of a glazed screen.

4. Electrical Interfaces and Assumptions

- 4.1 Structural hollow sections utilised within any structures quoted may provide ‘passive provision’ containment for services by others, it is assumed that any third party trade will provide their own structure mounted containment.
- 4.2 No allowance is made for draw wires or access hatches.
- 4.3 For any electrical services offered or quoted for by Broxap, our electrician will employ the use of black or white plastic conduit, which will be mounted externally to the structural members.
- 4.4 Any stated inclusions for electrical hardware installation that is included within our offer, shall be installed to BS 7671, with all wiring connections terminated.
- 4.5 It is assumed that suitable enabling works, to bring an adequate quantity of incoming feeds into the envelope of the structure, is carried out by others.

- 4.6 Mains connection and certifying shall be by others.
- 4.7 We assume that any requirements for lighting control shall be a “switched supply” from existing services. No consideration for timers, dusk to dawn sensors or emergency lighting is made (unless stated as inclusions).
- 4.8 Lightning Protection, not considered.
- 4.9 Surge Protection, not considered.
- 4.10 Connection to fire alarms, not considered.

5. Ground Conditions, Foundations and Drainage

- 5.1 Unless clearly itemised within our offer, foundations are to be designed and constructed by others;
- 5.2 Pad foundations are assumed to be typically ~200mm (no more than 300mm) from FFL to top of foundation. The top of any foundation is to be exposed prior to installation.
- 5.3 Slab foundations will be assumed to be typically flat and level, unless specifically stated as a consideration or otherwise made reference to within our offer.
- 5.4 Where foundations are to be constructed by others and “cast-in” type anchor bolts are quoted within our offer, in line with Broxap’s method of build we assume that the Customer shall install these bolt/cluster arrangements into the column foundations without charge to Broxap.
- 5.5 Where pre-cast foundations exist we assume that the Customer will assist with any temporary works arrangements if required. A price for resin anchors may be required for certain structures, requiring a revised price/contract variation. Where this is not required, installation shall be achieved via a post-drill fixing method.
- 5.6 Any holding down anchors installed by the Customer shall be in accordance with tolerances outlined within “National Structural Steelwork Specification for Building Construction (5th Edition)”.
- 5.7 No provision or consideration has been made or given to the possibility of steel reinforcements within existing concrete foundations or to other specialist drilling/coring requirements.
- 5.8 Making good the finished ground level/floor surface(s) after installation is the responsibility of others.
- 5.9 Engineer’s check of existing or new sub-structure(s), that are not a part of Broxap’s work scope, is to be by others.
- 5.10 If commissioned to design and/or construct foundations, these shall be clearly stated within our quotation. It is assumed that a minimum ground bearing pressure of 100kN/m² can be achieved in the existing substructure and that excavations shall be free from services, contaminated and/or hazardous materials, and shall be a “soft dig”.
- 5.11 Any preliminary specification or dimensions stated by Broxap for any foundations may be subject to change during detailed design stage.
- 5.12 Rain water goods/downpipes (if included in our offer) shall discharge at ground level.

6. Site Access, Delivery and Plant

- 6.1 The Customer is to provide safe consolidated access to the area of works, it is assumed that free parking is available for Broxap’s operatives’ vehicles.
- 6.2 The area of work shall be accessible and capable of supporting the loads imposed by Broxap’s delivery vehicles.
- 6.3 The ground should be flat and level and capable of remaining so after bad weather.
- 6.4 The offloading area should be capable of holding up to a 17m trailer for extended periods.
- 6.5 For cost effectiveness, Broxap’s default transport charges exclude mechanical offloading (unless stated as an inclusion). It is assumed that the Customer will provide assistance with mechanical offloading where this is required. Where Broxap’s installation services have been included and where reasonable to do so, goods shall be unloaded by the site team via manual handling techniques.
- 6.6 No allowances are made for a fall arrest system on Broxap’s delivery vehicles – where fall protection lorry bags are a site/customer requirement, we assume that these will be arranged by others prior to each of our deliveries.
- 6.7 No consideration has been made within any delivery charges for providing FORS accredited transportation.
- 6.8 If area of works is more than 20 metres from the delivery access area, we assume the customer shall arrange or provide assistance with distribution.
- 6.9 Broxap assumes a suitably sized lay-down/storage area (10m x 20m) to be made available near to areas of installation (i.e. not significantly further than 20m of the installation area). This secure storage area shall be provided with any security fencing and/or flooring protection needed, by others.
- 6.10 The Customer shall take responsibility for the cost, planning and co-ordination of the traffic management operations

- with the local authority including any road closures and permits; including barriers at interfaces with pedestrians.
- 6.11 It is assumed that installation shall be achieved via the use of manual handling techniques, via access towers, where it is deemed to be safe to do so, in line with Broxap's RAMS. Should a mechanical lift be mandatory or alternative installation arrangements be required, the Customer is to outline its preferences for cost consideration and inclusion.
- 6.12 Access for any plant, craneage and any other access or equipment is required to areas of Broxap's work.
- 6.13 It is assumed that any cranes/plant can be sited within 20m of the structure and that any necessary ground preparation to accommodate/protect the plant will be by others.
- 6.14 Any allowances for cranes are defined within our offer. If stated as a "Contract Lift" price, this shall include crane, the driver, the lift plant and a supervisor (i.e. a suitably experienced Appointed Person "AP"). Cranes may also be provided on a "Crane & Driver (only)" rate, with the Customer accepting responsibility for the "AP".
- 7. Attendances, Site Works & Installation Operatives**
- 7.1 Our offer to carry out the works assumes that the following facilities will be provided by The Customer without charge:
- Barriers and fencing to protect labour and plant from deep excavations
 - Edge protection/debris netting to all stairs, landings and floor edges/perimeters
 - Adequate storage and lay-down areas (floor or surface protection, if needed, by others)
 - Statutory safety, health and welfare facilities
 - 110 volt single-phase power supply
 - Attendance for weekend and overtime working
 - Safe means of access to working space
 - Use of rubbish skips
 - Permission to case study the installation
 - A 'hot desk' with power supply for Broxap Project Manager site attendances
- 7.2 All Broxap site staff will have the appropriate certification and proof of training in their relevant trades and plant handling, including CSCS cards etc.
- 7.3 SSSTS trained staff can be supplied to supervise Broxap's operatives on site as part of this offer. No consideration is given to SMSTS trained staff within this proposal. Prices for SMSTS trained staff are available on request.
- 7.4 Broxap will provide Method Statements and Risk Assessments relevant to the installation.
- 7.5 Unless noted otherwise, all steelwork will be erected to the tolerances stated within the "National Structural Steelwork Specification for Building Construction (5th Edition)".
- 7.6 The finished installation will be wiped to remove excess, visible surface dirt/grease prior to our handover. A return visit for a specialist clean can be procured supplemental to this offer (Epoa).
- 7.7 Upon completion of our works and on hand over to the Customer, the nominated representative shall be required to sign a handover sheet with any relevant comments.
- 7.8 Our tender is based upon all works being carried out in one continuous visit, per area/run. Mobilisation costs for further site visits may be required should the customer's programme necessitate this.
- 7.9 The offer is based on normal working hours (i.e. Mon – Fri, 08:00 to 17:00 excluding public holidays) and requirements for task lighting have not been considered.
- 7.10 Broxap cannot be held responsible for delays caused by adverse weather conditions or "Inclement Weather".
- 7.11 The Customer is to be responsible for any restricted/exclusion or collapse zones for plant, site personnel and pedestrians during our installation.
- 7.12 Protection of the installation shall be the responsibility of Broxap until the contracted works are signed off and handed over to the Customer. Wherever practical, damage shall be cosmetically repaired locally by us during/post installation. For repairs required post-handover we will provide a quotation for acceptance prior to undertaking.
- 7.13 The Customer shall provide all reasonable out of hours security to protect our works/equipment/material.
- 7.14 No allowance has been made for participation in any contractor specific occupational health scheme.
- 8. Offer and Acceptance**
- 8.1 This offer, together with these assumptions, shall be deemed to have been accepted by the customer by way of their ordering the selected goods and/or services tendered.
- 8.2 Any sub-contract or purchase order arising from acceptance of this offer, in the absence of a recognised form of Contract, shall be based on Broxap own Terms and Conditions of Sale.
- 9. Credit Rating, Payment and Valuations**
- 9.1 Dependent on the final contract sum, approved credit status with Broxap's underwriter and programme phasing requirement, staged payments may be required.
- 9.2 Payments must be made for design and engineering before work commences on site.
- 9.3 Should, for whatever reason (other than a delay by Broxap), the confirmed delivery date of the goods be delayed, we reserve the right to invoice for goods and services undertaken to date, and payment will become due for the work(s) completed and invoiced.
- 9.4 Payments must be made for offsite materials, which shall be "vested" to the Customer and insured. Storage charges may apply; goods that have been vested and paid for shall be "stored" by Broxap for 14 days without charge.
- 9.5 Unless agreed otherwise, the payment for the Goods and/or Services supplied shall be due 30 days from the date on which the Goods and/or Services were delivered or deemed to be delivered and the time for payment shall be of the essence.
- 9.6 No payments shall be deemed to have been received until Broxap has received cleared funds. All payments payable to the Seller under the Contract shall become due immediately on termination of this Contract despite any other provision.
- 9.7 The Customer shall not be entitled to withhold payment of any amount due to the Seller by reason of any disputed claim by the Buyer in connection with the Contract.
- 9.8 If the Customer fails to pay Broxap any sum due pursuant to the Contract the Customer will be liable to pay interest to the Seller on such sum from the due date for payment. Broxap is also entitled, at its discretion, to levy an additional charge which may be incurred by Broxap as a result of pursuing the Customer's payment.
- 10. Programme**
- 10.1 Broxap agrees to carry out the Works in accordance with a mutually agreed Programme or Activity Schedule, subject to the timely receipt of all necessary information from the Customer.
- 10.2 Availability of certain materials is subject to manufacturer's stock levels and production dates. Broxap agrees at the date of acceptance to advise the Customer of any materials which are not available or have extended lead times which might affect the Customer's programme.
- 10.3 Any preliminary programme supplied in advance of any potential arrangement is for information and is subject to contract.
- 10.4 Broxap will not accept any clauses containing "time is of the essence" in relation to delivery.
- 11. Bill of Quantities, Compensation Events and Variations**
- 11.1 Notwithstanding any Bill of Quantities, Specifications and/or the Drawings supplied by the Customer, the content and descriptions/specifications within this offer should be referred to as our (counter) offer.
- 11.2 So as to assist with any tender exercises or cost comparisons, Form of Tender and/or Bill of Quantities supplied by the Customer and completed by Broxap, are submitted for convenience and quick referral. This proposal shall take precedence.
- 11.3 Any changes to the quantities, specification, methods and/or sequence of construction provided by the Customer or any of its consultants after the date of acceptance may result in additional costs being incurred and the associated costs being charged as a variation.
- 11.4 Discoveries made either during any phase, which were not previously made aware to us, may trigger a Compensation Event, where Broxap will look to recover the loss thereof.
- 11.4 Written acceptance of extra costs and/or variations, from an authorised representative of the customer, must be received by Broxap before our agreement to undertake the additional works.
- 12. Bonds**
- 12.1 No allowance has been made for providing any Bond.
- 13. Insurances**
- 13.1 Broxap is insured to the following amounts, which can be varied on a specific agreement/contract;
- | | |
|---|------|
| Employers Liability | £10m |
| Professional Indemnity | £10m |
| Contracts Works | £5m |
| Public/Product Liability (in one claim) | £2m |
- 14. Liquidated Ascertained Damages and Other Risk**
- 14.1 This offer assumes that Liquidated Ascertained Damages shall be "Nil" for any contract between us. The offer does not consider any other 'risk'.
- 14.2 Where L.A.D.'s must be included these shall be limited to a maximum of 5% of our total Contract sum (for example; 1% per week for a maximum of 5 weeks). In this instance, this offer may be subject to review so as to consider such 'risk'.
- 14.3 Any other Contra-charges levied to Broxap shall be limited to 5% of our final contract sum.
- 15. Retention**
- 15.1 Allowances for a Retention amount, either as a percentage or monetary value, have not been considered within this proposal.
- 15.2 The initial defects liability period, of 12 months following our practical completion, is covered by Broxap standard Warranty by guarantee, which negates the need for the administration and cost of a retention percentage.
- 15.3 Where Retentions are to be included these shall be limited to 3% of the contract sum and shall not apply to any order less than £50,000. As no provision is made for retention, our offer sum will be subject to a review.
- 15.4 Retention release dates, where applicable, shall be triggered by Broxap's practical completion date for the first payment and 12 months' thereafter for the balance. "Practical completion" is determined by the installation being signed-off by a site representative.
- 16. Form of Contract**
- 16.1 Any Order arising from acceptance of this offer to be based upon a recognised form of contract, in the absence of which, Broxap's Letter of Authority, together with these conditions supported by our Terms and Conditions of Sale (In that order), shall govern any contract.
- 16.2 Broxap's standard Terms and Conditions of sale are available to view on our website www.broxap.com. Posted hard copies or an electronic PDF can be supplied on request, should you require an enlarged-print copy please specify.
- 17. Warranty Agreements**
- 17.1 Our current insurance policy contains a statement that our Insurers will indemnify us for claims arising out of liability assumed under the standard Collateral Warranties published by the British Property Federation and the Construction Industry Council. Modifications to these standard forms of warranty will require a review prior to acceptance, which is subject to a nominal review fee (typ. £750).
- 17.2 Collateral Warranties can be agreed to in principle, subject to comment by Broxap's insurer. Subrogation clauses will not be accepted.
- 18. Law**
- 18.1 These General Terms & Conditions and any agreement and/or any other matter whatsoever arising from or in connection with this offer shall be governed by English Law and the jurisdiction of the English Courts shall apply.
- 19. Chargeable Rates**
- 19.1 Standard time charges, rates for inclusion in contract for any requirements over and above the contract sum/allowances, are as follows (for which travel time and expenses may need to be added also):
- | | |
|-------------------------|----------------|
| a) Director | £110.00 per hr |
| b) Structural Engineer | £86.00 per hr |
| c) Senior Designer | £86.00 per hr |
| d) Contracts Manager | £80.00 per hr |
| e) Project Draughtsman | £70.00 per hr |
| f) Lead Surveyor | £60.00 per hr |
| g) Site/Team Supervisor | £48.00 per hr |
| h) CAD Detailer | £40.00 per hr |
| i) Surveyor | £40.00 per hr |
| j) Skilled Labourer | £40.00 per hr |
| k) General Labourer | £30.00 per hr |
- 20. Property & Title**
- 20.1 The property and title to the goods and materials to the site shall remain with Broxap until such time as cleared funds have been received from the Customer in full.
- 21. Entire Agreement**
- 21.1 These "Basis of Offer" conditions, together with the documents listed in this offer along with Broxap's Terms and Conditions of Sale, comprise the whole of our submission and represent the complete and exclusive statement of the terms of this offer, taking precedence over any other terms, superseding all previous correspondence and communications.