



EMPLOYERS REQUIREMENT

For

Gul Skills Community Hub
Health and Welfare Space

At

The Lescudjack Centre, Penmere Close
Penzance, TR18 3PE

For

Trelya

Project No: CH19480

Date: 05/08/2024

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SECTION 1

INVITATION TO TENDER

&

INSTRUCTIONS TO TENDERERS

Instructions and Notes to Tenderers

1. The Invitation to Tender (ITT) document is the primary reference for the tender process and takes precedence to the Employer's Requirement (ER) document for the tender.
2. The ER document is the primary reference for the delivery of the works and takes precedence to the ITT in relation to the works.
3. Tenders for the execution of the whole of the works which are the subject of the Contract must be made on the Form of Tender in the ITT.
4. This Employer's Requirements Document, fully extended and completed, must be returned with the tender.
5. The price identified on the Form of Tender will be deemed to include all works necessary for the completion of the Works as set out.
6. Any alteration or addition made by the Contractor to the text of the Employer's Requirements Document will be disregarded, unless authorised in writing by the Employer's Agent. If, for whatever reason, the tenderer is unable to comply fully with the Employer's Requirements then a list detailing the areas of non-compliance must be returned with his tender.
7. The successful Contractor will be entirely and solely responsible to the Employer for the design or completion of the design of any Contractor Designed Portions (CDP) of work and construction of the Works, all costs associated therewith must be included within his tender.
8. The tender is to be submitted on a fixed price basis. No adjustments will be made by virtue of increases or decreases in labour or material costs.
9. All values expressed within the tender are to be exclusive of V.A.T. Where V.A.T. is charged it will be at the rate prevailing at the time as appropriate.
10. The employer does not bind himself to accept the lowest or any tender and will not meet any costs associated with tender preparation, submittal or review.

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11. The submitted tenders will be arithmetically checked, and if necessary, corrected. The summation of all figures will be taken as the tender figure. No reference will be made to the tenderer. Where examination of tenders reveals errors or discrepancies which would affect the tender figure, in an otherwise successful tender, the tenderer is to be given details of such errors and discrepancies and afforded an opportunity of confirming his rates or withdrawing his tender.
12. The Contractor will be required to submit with his tender adequate drawings and specification information to enable an assessment of the CDP works.
13. Queries made to the tender must be made as set out in the ITT and will be incorporated into the ER document for the tender documents.
14. Tenders shall be accompanied by a preliminary outline programme of works, consisting of a bar chart, showing the estimated time period set against the major elements: -
 - 14.1 Preparation of drawings for CDP elements.
 - 14.2 Dates for Employer supplied design and information.
 - 14.3 Construction programme.
 - 14.4 Completion and handover.

The successful Contractor will be totally responsible for reviewing and amending his preliminary programme, as necessary, and providing a fresh programme showing in detail his finally proposed timetable for completing the Works.

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1 Introduction

- 1.1 Trelya is seeking formal tenders for this requirement as detailed in this Invitation to Tender (ITT).
- 1.2 Trelya is undertaking a below EU threshold tender following the principals of the Public Contracts Regulations 2015. The rules of this procurement are summarised in part and referred to within the tender documents, however, for avoidance of doubt they take precedence and a link to the documents are below.
- 1.3 These rules are published here:
<https://www.legislation.gov.uk/ukxi/2015/102/contents/made>

2 The Project – Gul Skills Community Hub – Community Health and Welfare Project

- 2.1 The Gul Skills Community Hub - Community Health and Welfare Project will be a sustainable and accessible health and welfare space within the existing community hub in Penzance.
- 2.2 **Brief description of the works**
- 2.3 This invitation to tender is for a Main Contractor to deliver a new first floor within the existing double height gym hall. The new floor is 146m² with pad foundations, steel frame, new floor, internal walls, internal doors, internal finishes, mechanical and electrical installation, alterations to associated areas within the existing centre, new stair lift. There are no planned works to the external façade or external site works.
- 2.4 The works Contract will be the JCT Intermediate Building Contract with Contractor's Design, 2016 Edition.
- 2.5 The project is funded by the UK Shared Prosperity Fund - Good Growth Fund and match funders and the completion date set by the Funders means **all expenditure must be complete by end February 2025.**

3 Definitions

- 3.1 In the ITT, the following words and expressions shall have the following meanings set out below:

Approvals: means all or any statutory or official process or processes (or process or processes required under any governance arrangements) of Trelya for the granting of all or any approval or approvals in relation to the project and / or the award of the Contract.

Bidder: means a candidate who intends to submit a Tender.

Contract: means the contract for the provision of the requirement which will be awarded to a successful Bidder.

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Evaluation Criteria: means the evaluation criteria for the purposes of the award of the Contract.

Form of Tender: means the form submitted by the Bidder as part of the Tender.

ITT: means this invitation to tender.

Pricing Submission: means the schedule of prices required to be completed by the Bidder as part of the Tender.

Regulations: means the Public Contracts Regulations 2015.

Specification: means The Employer's specification (including any minimum requirements) in relation to the requirement.

Suitability Questionnaire: means the questionnaire labelled Suitability Questionnaire within this document.

Tender: means the completed and signed Form of Tender, together with all completed schedules and information requested and submitted by a Bidder.

Tender Documents: means all documents contained or referred to in the ITT.

4 Next steps and proposed timetable

- 4.1 The Employer invites all Bidders to tender on the terms set out in this ITT.
- 4.2 The Employer will evaluate all compliant tenders received. Evaluation will be carried out in accordance with the Evaluation Criteria.

5 Timetable

- 5.1 Set out below is the proposed timetable. This is intended as a guide, and the Employer reserves the right to amend it at any stage.

Procurement Stage	Dates
Publication - Contract Notice	06/09/2024
Latest date for Tender Queries	20/09/2024
Clarification responses to be issued by	30/09/2024
Bid Return (Midday)	04/10/2024
Evaluation complete	11/10/2024
Notification of Evaluation	18/10/2024
Contract start	28/10/2024
Contract handover (Practical completion)	14/02/2025

- 5.2 The Employer may, in its absolute discretion, extend the deadline, and in such circumstances will notify all Bidders of any change by the fastest means possible.

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- 5.3 Bidders' attention is drawn to the important information set out in the remainder of this ITT. All Bidders should ensure that they are able to meet all of the requirements of this ITT before submitting a tender.

6 Instructions to Bidders

6.1 Bidders must:

- 6.1.1 **provide the Technical Submission;**
- 6.1.2 **complete the Pricing Submission; and;**
- 6.1.3 **complete and sign the Form of Tender.**

- 6.2 Bidders must complete all parts of this ITT and, where necessary, provide any supporting evidence.

- 6.3 Bidders must respond to this ITT electronically.

- 6.4 It is the responsibility of the Bidder to ensure successful delivery.

- 6.5 **All responses must be received by no later than 12 noon on the 4th October 2024.** Late Tender submissions will not be evaluated.

- 6.6 Any modification to the ITT shall be issued as an addendum to, and shall be deemed to constitute part of, the ITT. If necessary, Trelya may revise the tender date in order to comply with this requirement. No extension of time and date by which the Tender must be submitted will be granted except under exceptional circumstances.

- 6.7 Alternative bids aren't considered under this procurement. Should the bidder wish to submit an alternative bid this must be done in conjunction with a fully compliant bid. Alternative bids should be clearly outlined within the bidder's submission using the relevant template.

7 Content and format of responses

- 7.1 Bidders must adhere to the format of this ITT when answering the questions and answer every question. Please answer all questions as accurately and concisely as possible. Where a question is not relevant to the Bidder's organisation, please write **N/A and provide an explanation**. Failure to do so will result in the Tender being deemed non-compliant and not evaluated further.

- 7.2 Bidders should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, presentation materials should not be supplied and will not be evaluated by Trelya. Bidders must refer to the tender submission guidance in paragraph 6 to ensure compliance.

- 7.3 Relevant enclosures should be presented in the same order as, and should be referenced to, the relevant question. To assist with evaluation please keep enclosures or attachments to a minimum, completing the information within the response table where provided.

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- 7.4 All responses must be in English (or accompanied by a full translation). The Pricing Submission must be completed in pounds sterling exclusive of Value Added Tax as indicated.
- 7.5 If you are bidding as part of a consortium or other grouped arrangement, please confirm that the organisation submitting this ITT is the lead supplier which would, if successful, enter into any resulting contract with Trelya and provide details of the sub-contracting or other contractual relationship between consortium members.

8 Arrangements to Visit the Site

- 8.1 Bidders are required to examine the Tender Documents and to visit the site to ascertain the full nature and extent of the project. Visits should be arranged and made prior to the 20th September 2024.
- 8.2 Arrangements are to be made through Deborah (Deb) Parker by email on Deborah.parker@trelya.com and confirmed on 07752 446 533.

9 Bidder selection

- 9.1 Trelya intends to use this ITT to select the winning Bidder to deliver the requirement. In the event that none of the responses is deemed satisfactory, Trelya reserves the right to consider alternative procurement options, and Trelya is under no obligation to award any contract.
- 9.2 Bidders are reminded of the eligibility requirements that apply to the procurement process at all times particularly as set out in regulations 57 and 58 of the Regulations. Any change in the eligibility of a Bidder must be notified immediately to Trelya in writing, and may result in the Bidder being disqualified from any further participation in the procurement.
- 9.3 Trelya reserves the right to disqualify any Bidder from the procurement process whose response submitted is not done so in accordance with the instructions given in this ITT and/or:
- 9.3.1 whose Suitability Questionnaire representations and statements are no longer valid and which was relied upon by the Bidder at this stage;
 - 9.3.2 who fails to provide a satisfactory response to any questions in the ITT or inadequately or incorrectly completes any question;
 - 9.3.3 who fails to submit a response through the correct submission method;
 - 9.3.4 who fails to meet any minimum standard(s) as set out in this ITT;
 - 9.3.5 who does not accept the Conditions of Contract and any proposed minor amendments in relation to the following clauses are not to Trelya's satisfaction, or;
 - 9.3.6 who submits a Tender after the deadline.

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10 Contract award

- 10.1 Contract award will be conditional on the Contract being approved in accordance with Trelya's approvals, internal procedures and Trelya being able to proceed. For the avoidance of doubt, until all necessary approvals are obtained, and the standstill period completed, no contract will be entered into and no contract capable of acceptance shall be created.
- 10.2 Once the Employer has reached a decision in respect of contract award, it will notify all Bidders who have submitted Tenders of that decision and provide for a standstill period of a minimum of ten calendar days before entering into any Contract. The standstill period may not end on a non-working day. Those Bidders who have already been definitively excluded at an earlier stage of the procurement will not be notified again.
- 10.3 The award decision notice will inform all unsuccessful Bidders of the identity and relative advantages and characteristics of the successful Tender as compared with the recipient's Tender.

11 Evaluation Criteria

- 11.1 In accordance with the Regulations, the basis of award is the most economically advantageous tender assessed from the point of view of the Employer.
- 11.2 All compliant Tender responses will be evaluated in accordance with the Evaluation Criteria and scoring methodology set out in Schedule 6.

12 Queries and clarifications

- 12.1 Any queries relating to this ITT must be submitted via the tender portal.
- 12.2 All queries requesting additional information that the Bidder requires to produce their Tender must be submitted by **20th September 2024** to ensure that responses are provided, as far as possible, no later than 6 days before the tender submission deadline.
- 12.3 Other queries seeking clarification of the procurement documents (for example) must be made no later than 3 days before the deadline for receipt of the ITT.
- 12.4 The Employer will endeavour to respond to any queries received after these deadlines, but cannot guarantee to do so. No approach of any kind in connection with this ITT should be made to any other person within, or associated with, the Employer.

13 Legal relations

- 13.1 This Contract is being procured by the Employer.
- 13.2 This ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to make a submission or enter into any contract.

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- 13.3 This ITT shall not be regarded as constituting financial or investment advice or recommendation by the Employer or its advisors.
- 13.4 The Employer reserves the right, subject to the appropriate procurement Regulations, to change the basis of the tendering process or to terminate the process at any time with no liability on its part.
- 13.5 Nothing contained in this ITT or in any other communication made between the Employer and any other party shall be taken as constituting a contract (whether implied or otherwise), agreement or representation between the Employer and a Bidder or any other party. It is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions.
- 13.6 The Employer does not bind itself to accept the lowest or any tender. At the Employer's sole discretion, Trelya may accept the whole or part of any Tender and / or, where relevant, any part of any lot.
- 13.7 For the avoidance of doubt, no contract capable of acceptance shall be created until such time as Trelya enters into a contract with the winning Bidder. Any such contractual liability is expressly excluded to the fullest extent permitted by law.

14 Representations

- 14.1 Neither Trelya, its advisors, nor their respective governors, partners, officers, directors, employees, other staff or agents makes or make any representation or warranty (express or implied) nor accepts or will accept any liability as to the accuracy of the information provided in this ITT.
- 14.2 This exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. No representations or warranties are made in relation to such statements, opinions or conclusions, by Trelya. This exclusion does not extend to any fraudulent misrepresentation.
- 14.3 No person in Trelya's employment or other agency has any authority to make any representation or explanation to Bidders as to anything to be done or not to be done by Bidders or the successful Bidder, the instructions contained in this ITT or as to any other matter or thing so as to bind Trelya.

15 Tender exclusion

- 15.1 Any attempt by any Bidder, or their advisors, to influence the procurement award process or to distort competition in any way may result in such Bidder being disqualified. Bidders will be required to confirm that no relevant offence has been committed (including under the Bribery Act 2010) when submitting

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their Tender and any misrepresentation by any Bidder may result in that Bidder being disqualified and the Tender not being evaluated.

- 15.2 Trelya, in its absolute discretion, may disqualify a Bidder at any time if the Bidder is guilty of any of the grounds of exclusion under the Regulations including canvassing, negligently providing misleading information and / or material misrepresentation in supplying any information requested in or by virtue of this procurement process.
- 15.3 Bidders must also notify Trelya of any material change to any responses provided in its Suitability Questionnaire submission after this has been submitted with their Tender. Any failure to inform Trelya of such a material change may lead to the Bidder being removed from the procurement process.
- 15.4 Trelya may (with no liability on its part):
- 15.4.1 cancel or amend the procurement process by notice in writing at any stage;
 - 15.4.2 waive some or all of the requirements of the ITT;
 - 15.4.3 withdraw the ITT at any time, or to re-invite responses or submissions on the same or any alternative basis;
 - 15.4.4 choose not to award the Contract or any contract to any of the Bidders as a result of the current procurement process;
 - 15.4.5 make whatever changes it sees fit to the timetable, structure or content of the procurement process, whether as a result of approvals or for any other reason;
 - 15.4.6 subject to relevant legislation, at any time reject any submission or response; and
 - 15.4.7 disqualify any Bidder in respect of which a conflict of interest arises which cannot be remedied to Trelya's satisfaction.

16 **Non-Collusion**

- 16.1 Trelya will disqualify any Bidder who, in connection with this procurement process:
- 16.1.1 fixes or adjusts the amount of their tender by or in accordance with any agreement or arrangement with any other Bidder, member of that Bidder's consortium or that Bidder's supply chain, or that Bidder's advisors (all such entities to be deemed to mean the entities and any other company in their respective corporate groups) (save as disclosed to Trelya in the Bidder's tender response where the relevant third party is also a member of the Bidder's own consortium or own supply chain);
 - 16.1.2 enters into any agreement or arrangement with any other Bidder, member of that Bidder's consortium or that Bidder's supply chain, or that

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Bidder's advisors (all such entities to be deemed to mean the entities and any other company in their respective corporate groups) to the effect that they shall refrain from making a tender or as to the amount of any tender to be submitted;

- 16.1.3 causes or induces any person to enter such agreement or to inform the Bidder or member of that Bidder's consortium or that Bidder's supply chain of the amount or approximate amount of any rival tender;
- 16.1.4 offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender in relation to this procurement; or
- 16.1.5 communicates to any person other than Trelya the amount or approximate amount of their proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a tender).

17 Key Information

- 17.1 Under no circumstances shall Trelya incur any liability in respect of this ITT or any supporting documentation, and Trelya will not be responsible for or reimburse any costs (howsoever arising and including third party costs) incurred by Bidders in connection with preparation and submission of their responses to this ITT or the procurement process
- 17.2 The contents of this ITT and that of any other documentation sent or provided to you in respect of this tender process are the property of Trelya and are confidential.
- 17.3 No publicity regarding the project or this ITT will be permitted unless and until Trelya has given express written consent to the relevant communication. No statements may be made to any part of the media regarding the nature of any ITT, its contents or any proposals relating to it without the prior written consent of Trelya.
- 17.4 Information supplied by Trelya (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of tenders. No responsibility is accepted by Trelya for any inaccuracies, or for any loss or damage of whatever kind or however arising from the use by any Bidder of such information.
- 17.5 All information provided to Bidders in this ITT, orally or in writing, is provided on a strictly confidential basis. Bidders must not disclose that they have been invited to tender or release details of the tender documents, other than on an "in confidence" basis to employees, agents, sub-contractors and advisors who have a legitimate need to know, and only to the extent strictly necessary in order to submit a tender and, if successful, to perform any contract arising from it.

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- 17.6 Bidders shall also ensure that a similar obligation of confidentiality is placed upon any third party to whom the Bidder may need to disclose any of the documentation for the purposes of the Tender.
- 17.7 Unless otherwise indicated, all intellectual property rights in this ITT and the documents supplied within are vested solely in Trelya (and where applicable, its advisors). Accordingly, the documents supplied with this ITT and throughout the procurement process, and all copies of them, are and shall remain the property of Trelya (and where applicable its advisors), and may only be used for the purposes of this procurement and in connection with the preparation of Tenders. Such documents must not be copied or reproduced in whole or in part and must be returned to Trelya with your Tender or upon demand.
- 17.8 Tenders shall be valid for acceptance for a minimum period of six months from the date for return of the Tender.

18 Conditions of Contract

- 18.1 Trelya's Conditions of Contract for this procurement shall be the JCT Intermediate Form of Contract with Contractors Design, 2016 Edition.
- 18.2 All Bidders are required to confirm that the attached Contract is acceptable either without amendment or with any minor amendments clearly marked on the Contract.
- 18.3 There will not be any negotiations on any of the substantive terms of the ITT, including the Contract.
- 18.4 Tenders must not be qualified, conditional, or accompanied by statements which could be construed as rendering them equivocal and / or placing them on a different footing to those of other Bidders.
- 18.5 It is the Bidder's responsibility to:
- 18.5.1 examine this ITT and the Contract;
 - 18.5.2 obtain all information and carry out all inspections necessary for the completion of the Tender; and
 - 18.5.3 satisfy themselves on all matters pertaining to the submission of a Tender and the Contract.
- 18.6 Bidders will be deemed to have done so and to have satisfied themselves as to the correctness and sufficiency of their ITT response to cover all obligations and matters necessary for the proper performance of the Contract.

19 Trelya 's Rights

- 19.1 Although it is intended that the remainder of this procurement will take place in accordance with the ITT, Trelya reserves the right (with no liability on its part), to:

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- 19.1.1 cancel or amend the procurement process by notice in writing at any stage;
- 19.1.2 waive some or all of the requirements of the ITT;
- 19.1.3 withdraw the ITT at any time, or re-invite responses or submissions on the same or any alternative basis;
- 19.1.4 choose not to award the Contract as a result of the current procurement process;
- 19.1.5 make whatever changes it sees fit to the timetable, structure or content of the procurement process, whether as a result of Approvals or for any other reason;
- 19.1.6 subject to relevant legislation, at any time to reject any submission or response; and
- 19.1.7 disqualify any Bidder in respect of which:
 - (a) A conflict of interest arises which cannot be remedied to Trelya 's satisfaction.
 - (b) submits a Tender that is incomplete or does not include the attachments or documentation required by the ITT, including where appropriate following clarification;
 - (c) contravene any of the terms and conditions of the ITT (including where any consortium member and/or a member(s) of the Bidder's supply chain does so);
 - (d) fails to submit a clarification response by the stated response date and time deadline (if stated in the clarification request), or unless otherwise stated within 2 business days of the publication date and time of that clarification request unless a longer period of time is given in the clarification;
 - (e) is guilty of serious / material misrepresentation in relation to the tender response and, or the tender process (including where any consortium member and/or member(s) of the Bidder's supply chain does so);
 - (f) attempts to procure information from any public sector employee or agent or from Trelya or officer, employee, representative, Bidder, agent, adviser or consultant in connection with the ITT and, or procurement opportunity that the ITT gives rise to an opportunity to tender; or
 - (g) fails to comply with the rules regarding Non-Collusion set out in this ITT (including where any consortium members and/or its supply chain member/s does so).

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20 Freedom of Information Act 2000 and Confidentiality

- 20.1 The Freedom of Information Act 2000 ("FoIA") and the Environmental Information Regulations 2004 ("EIR") apply to Trelya.
- 20.2 Trelya may be required to disclose information submitted to it, information concerning the procurement process, or details about this project in response to a request under FoIA or EIR. Trelya may also decide to include certain information which it maintains under FoIA.
- 20.3 Bidders should complete the FoIA Legislation Return in full when submitting their Tender; and:
- 20.3.1 identify the information supplied in its Tender which it considers should not be disclosed and, where possible, which of the exemptions from disclosures specified under the FoIA legislation would apply;
 - 20.3.2 state the reasons why a FoIA legislation exemption would apply; and
 - 20.3.3 provide an estimate of the period during which the Bidder believes that such information would remain within any of the exemptions from disclosures specified under the FOI legislation. For example, there will be a time at which information provided in the Tender that is considered to be commercially sensitive ceases to be sensitive.
- 20.4 Please note it is not acceptable for a Bidder to make a blanket statement that all of its Tender falls within one or more of the exemptions from disclosures specified under the FoIA legislation. The Bidder must justify each piece of information that it provides that it would not want to see disclosed.
- 20.5 Trelya has confidentiality obligations to Bidders under the Public Contracts Regulations 2015. Bidders should clearly identify whether any information which forms part of this ITT should be treated as potentially exempt from disclosure under FoIA / EIR, by marking such information "commercially confidential" and providing any justification for this view.
- 20.6 Trelya may always be required to disclose information under FoIA if an FoIA request is received. Trelya cannot guarantee that any information will not be disclosed, even if a Bidder considers the information to be confidential. The acceptance of receipt by Trelya of information marked "Confidential" or the like should not be taken that Trelya accepts any duty of confidence by virtue of that marking, and Trelya accepts no liability (howsoever arising) in this regard.
- 20.7 Trelya will endeavour to consult with Bidders and have regard to comments before it releases any information under the FoIA or the EIR. However, Trelya reserves its discretion to determine whether any information is exempt from the FoIA and / or EIR or not. Trelya will be obliged to make its decision on disclosure in accordance with the provisions of FoIA or EIR (as the case may be), and will be bound by the rules as to disclosure and where appropriate by the direction of the Information Commissioner.

This project is part-funded by the UK Government through the UK Shared Prosperity Fund. Cornwall Council has been chosen by Government as a Lead Authority for the fund and is responsible for monitoring the progress of projects funded through the UK Shared Prosperity Fund in Cornwall and the Isles of Scilly.



Funded by
UK Government



- 20.8 The successful Bidder should be aware that following the award of the Contract, Trelya shall make the final Contract details publicly available, subject to excluding those elements which are genuinely identified as confidential or commercially sensitive. Trelya shall seek to agree with the successful Bidder the nature of the information to be so protected.
- 20.9 Nothing contained in the Contract shall prevent Trelya from employing some person other than the successful Bidder to supply services of the same type as those which are the subject of the Contract if Trelya shall in its discretion think fit to do so.

21 **Public procurement regime**

- 21.1 The Bidder is considered to be familiar with the public procurement and other statutory obligations of Trelya (in particular, the Regulations), and to have a sufficient understanding of these obligations.
- 21.2 Tendering is in accordance with the principles of JCT Tendering Practice Note 2017. The Alternative Provisions – Alternative 2 is dominant.
- 21.3 The Bidder is required to examine the ITT and the tender documents and to obtain all such information as it may require for the purposes of participating in this procurement and making any requisite submission. The Bidder shall be deemed to have satisfied itself as to the sufficiency of the Tender which it submits. Trelya shall not be liable for any claims however arising out of the Bidder's failure to study the ITT and tender documents or failure to understand the relevant regulatory framework.

This project is part-funded by the UK Government through the UK Shared Prosperity Fund. Cornwall Council has been chosen by Government as a Lead Authority for the fund and is responsible for monitoring the progress of projects funded through the UK Shared Prosperity Fund in Cornwall and the Isles of Scilly.



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Schedule 1 Tender Checklist

Section Reference	Tick
Completion of Schedule 7 – Conditions of Contract Full marked up copy of the terms if proposing any amendments	<input type="checkbox"/>
Full responses to every question in Schedule 4 – Technical Tender response. Any supporting information should be clearly titled with the relevant question number and title.	<input type="checkbox"/>
Completed Schedule 5 - Pricing Schedule	<input type="checkbox"/>
Completed and un-amended Form of Tender and non-collusive tendering declaration.	<input type="checkbox"/>
Completed Schedule 8 - Completed FoIA Legislation Return	<input type="checkbox"/>

Schedule 2 Form of tender incorporating non-collusive tendering certificate

By submitting your bid you are unequivocally agreeing to the following statement.

1. I / WE THE BIDDER, having examined the site of the above works, the documents set out in the Tender documents hereto and HEREBY OFFER AND UNDERTAKE to supply all labour and materials for and to carry out and complete the whole of the works specified in the said documents in accordance with, and subject to the terms and conditions set out in the said documents FOR THE FIXED PRICE SUM OF £ (In Words)

Bidder to insert fixed price sum in words*
--

Bidder to insert fixed price sum in GBP exclusive of VAT*

2. We require a period of* weeks between acceptance of our tender and commencement of work on site to enable us to mobilise.

We confirm our programme as* weeks after the Contract Date of Possession inclusive of Holiday Periods (& Christmas shut down period).

Percentage addition to be added to the net cost of post contract changes to the Contract (for both additions and omissions): % *

3. It is understood that Trelya are not bound to accept the lowest, or any, tender and reserve the right to accept the tender in part or whole.
4. It is understood that this tender shall remain open to acceptance for 90 Days after the date stated for the return of tenders.
5. It is understood that any other terms or conditions of contract or any general reservation which may be printed on any correspondence emanating from us in connection with this tender, or with any contract resulting from this tender, shall not be applicable to this tender or to the contract.

* To be inserted by Contractor

6. We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time any of the following acts:-
 - a) Communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
 - b) Enter into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.

- c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

N.B. The word "person" includes any persons and anybody or association, corporate or incorporate; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

We acknowledge that if we have acted or shall act in contravention of this certificate, Trelya will be entitled to cancel the Contract and to recover from ourselves the amount of any loss and expense resulting from such a cancellation.

Schedule 3 Suitability Questionnaire

- 1 Bidders are required to complete all parts of the Suitability Questionnaire, below and supply this with their Tender return. Failure to do so will result in the Tender being deemed non-compliant and not evaluated further.
- 2 The Suitability Questionnaire will be evaluated in accordance with the Evaluation Criteria and scoring guidance below.

Suitability Scoring Guidance: The following question is scored on a pass/fail basis. Pass if you answer "Yes" and Fail if you answer "No". Answering "No" to the following question will exclude you from this process. Answer N/A if not relevant.	
1	Insurance
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £1,000,000 Professional Indemnity Insurance = £1,000,000</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>
Response Yes <input type="checkbox"/> No <input type="checkbox"/>	
2	Social Value
a.	<p>In line with our funders requirements (Cornwall Council's Social Value Policy - http://tinyurl.com/33xdz28v), Trelya's Procurement Policy and Trelya's Environmental Policy we aim to maximise economic, social and / or environmental benefits in how we buy goods, works or services. This includes maximizing the added benefits that can be achieved to the local economy through our suppliers. Please demonstrate how you will fulfil this requirement.</p>
Response	

3	Real Living Wage
a.	The funders of this project, and Trelya, are committed to paying the UK Real Living Wage as determined and amended from time to time by the Living Wage Foundation. Please provide a copy of your Real Living Wage Policy.
Response	
4	Equal Opportunities Policy
a.	Trelya will not tolerate unlawful discrimination, harassment and victimisation that is prohibited by the Equality Act 2010 from its contractors. Please provide a copy of your Equal Opportunities Policy.
Response	

Schedule 4 Tender Technical Response

- 1.1 Bidders are required to provide full responses to the below list of questions.
- 1.2 For each of the requirements, unless otherwise stated, the Bidder is asked to describe how the Bidder's proposal will meet the requirement.
- 1.3 Where a statement of compliance is required, the Tenderer should respond to each item in a clear decisive manner with no likelihood at all for misinterpretation in the following manner
- 1.4 Use of the terms 'Noted' or 'Understood' are not acceptable responses. If either of these terms is used, it will be understood to mean non-compliance with the particular item referred to.
- 1.5 These documents duly completed will constitute an offer to enter into a contract with Trelya to provide the services specified in the Invitation to Tender.

Technical Evaluation Criteria	Weighting (70%)
<p>Sustainability, commitment, and Approach: Sustainability</p> <p>Please provide details of the procedures you will use to review waste produced during the construction phase of the project.</p> <p>The response should try to identify the types of materials that will be processed as waste, detailing which streams will be upcycled etc.</p> <p>(Max 2 sides of A4)</p>	15%
<p>Understanding of our Values and the Brief: Why You?</p> <p>Please provide details as to why you feel that your company will help us deliver a project in line with our values and with consideration to our users, the local residents and visitors to the immediate vicinity, Penzance and Cornwall.</p> <p>The response should include references to the successful application with references that we may wish to obtain.</p> <p>(Max 2 sides of A4)</p>	15%
<p>Relevant Experience: Personnel</p> <p>Provide CV's for the key personnel who would be used in carrying out the works, referencing examples of any completed similar projects. Ensure to define their responsibilities and demonstrate their capability to undertake this role.</p> <p>(Max 1 no. side for each CV)</p>	10%
<p>Methodology: Method Statement</p> <p>Provide a method statement describing all key tasks that will be undertaken to enable the successful completion of the works within the given timeframe.</p> <p>(Max 3 sides of A4)</p>	20%
<p>Methodology: Programme</p> <p>It is an absolute imperative for funding that the project is complete by the end of March 2025. Can you please provide a programme showing phasing, decanting of tasks and cost of each activity within the timescale and budget allocated for the works.</p> <p>Programme plus Max of 1 side of A4 for any supporting commentary)</p>	10%

Declaration to Tender Response Template

The managing director or equivalent of the single Bidder or organisation leading a consortium Bidder should sign the following declaration:

BY SIGNING BELOW, I CONFIRM THAT:	
I HAVE CHECKED THAT ALL QUESTIONS HAVE BEEN ANSWERED WHERE APPLICABLE AND THAT SUPPORTING DOCUMENTS ARE ENCLOSED AS REQUESTED; AND	
THE BIDDER FULLY ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS RELATING TO ITS REQUEST TO PARTICIPATE IN THIS PROCUREMENT OPPORTUNITY AS SET OUT IN THE CONTRACT NOTICE AND THE ITT.	
Signed	
Name (Capital Letters)	
On behalf of [insert name of Bidder or insert name of organisation leading the tender]	
Position	
Date	

Schedule 5 Pricing Submission

- 1 Please read carefully the instructions on the Pricing Schedule pro-forma.
- 2 Bidders are required to complete the accompanying Pricing Spreadsheet titled Appendix C – Schedule of Works Pricing Document. These costs will form the basis of the Tender submission.
- 3 All prices shall be stated in pounds sterling and exclusive of VAT.
- 4 Prices should remain firm for 90 days from the tender return date
- 5 If there is no charge for an item, please state none.

Schedule 6 Evaluation Criteria

- 1 This section sets out Trelya 's Evaluation Criteria and approach to evaluation. Evasive, unclear or hedged responses may be discounted in evaluation and may, at Trelya 's discretion, be treated as non-compliant.

Part 1 Suitability Criteria

- 1 The Suitability Questionnaire will be evaluated in accordance with the Suitability Criteria contained in this Part 1 of the Evaluation Criteria (**Suitability Criteria**). Tenders that do not meet the Suitability Questionnaire requirements will not be evaluated further.
- 2 All Suitability Questionnaire questions must be completed, and will be scored on a pass/fail basis as stated.
- 3 All compliant Suitability Questionnaire responses will be scored on the following basis:
 - 3.1 **Step 1 - Compliance:** The information supplied in the Bidder's Suitability Questionnaire response will be checked for completeness and compliance with the instructions before responses are formally evaluated. Trelya reserves the right to assess compliance on an ongoing basis throughout the evaluation of the procurement process and progression from step 1 does not fetter Trelya's discretion to reject as non-compliant a Suitability Questionnaire response at a later stage of the process.
 - 3.2 **Step 2 - Pass / Fail Questions:** Questions marked as mandatory pass/fail criteria, must be answered such as to meet the "pass" requirements failure to do so will lead to your Suitability Questionnaire and Tender not being assessed further.

Part 2 Award Criteria

- 1 Tenders that meet the Suitability Questionnaire requirements will then be evaluated in accordance with the Award Criteria contained in this Part 2 of the Evaluation Criteria.
- 2 The Award Criteria below fall into the following categories:

The Tender will be evaluated directly in accordance with the

- | | | |
|----|-----------------|-----|
| 1. | Value for Money | 30% |
| 2. | Technical | 70% |

Resources proposed with the tender and scored as part of the evaluation are deemed to be those that will be supplied as the contract resource. Any post award substitution must be submitted to the CA for approval.

Award Criteria Scoring approach

- 3 Trelya will follow the scoring approach set out under each question area.

Scored Questions

- 4 Responses to questions designated as “Scored” in the Tender Response Template at Schedule 4 of the ITT will be scored in accordance with the scoring methodology set out in the Scoring Table below.
- 5 **Please note that questions are weighted to reflect their importance to the project.** The weightings applied to each question are set out in the Tender Response Template Schedule 4 of this ITT. All questions will be scored out of 5 as per the below table. This score will then be multiplied by the weighting assigned to the question to give a weighted score. Weighted question scores will then be totalled for each bidder to give a section score. This section score will be multiplied by the section weighting.
- 6 Should it be deemed necessary Trelya reserves the right to hold clarification meetings with one or more of the bidders during the evaluation of tender responses.

Score	Definition
5	<p>The response by the Bidder provides a <u>very high</u> degree of confidence of being able to support the achievement of the intended outcomes of the Project.</p> <p>The response is <u>fully detailed</u> with appropriate explanations and supporting evidence, there are a <u>limited number of minor</u> issues and <u>no major</u> issues.</p> <p>The response demonstrates <u>many more</u> strengths than weaknesses, desired standards will be <u>met in all</u> respects</p>
4	<p>The response by the Bidder provides a <u>high</u> degree of confidence of being able to support the achievement of the intended outcomes of the Project.</p> <p>The response is <u>detailed</u> with appropriate explanations and supporting evidence, there are a <u>number of minor</u> issues and <u>a limited number of major</u> issues.</p> <p>The response demonstrates <u>more</u> strengths than weaknesses, desired standards will be <u>met in most</u> respects</p>
3	<p>The response by the Bidder provides an <u>acceptable</u> degree of confidence of being able to support the achievement of the intended outcomes of the Project.</p> <p>The response is <u>sufficiently detailed</u> with some appropriate explanations and supporting evidence, there are a <u>number of minor</u></p>

Score	Definition
	<p>issues and <u>a limited number of major</u> issues.</p> <p>The response demonstrates <u>more</u> strengths than weaknesses, desired standards <u>will</u> be mostly met.</p>
2	<p>The response by the Bidder gives rise to <u>some</u> concerns about being able to support the achievement of the intended outcomes of the Project.</p> <p>The response has <u>limited detail</u> with <u>limited</u> appropriate explanations and supporting evidence, there are a <u>number of minor</u> issues and <u>a number of major</u> issues.</p> <p>The response demonstrates <u>fewer</u> strengths than weaknesses, desired standards <u>may not</u> be met.</p>
1	<p>The response by the Bidder gives rise to <u>many</u> concerns about being able to support the achievement of the intended outcomes of the Project.</p> <p>The response has <u>limited detail</u> with <u>limited</u> appropriate explanations and supporting evidence, there are <u>many minor</u> issues and <u>a high number of major</u> issues.</p> <p>The response demonstrates <u>fewer</u> strengths than weaknesses, desired standards are <u>unlikely</u> to be met.</p>
0	<p>The response by the Bidder is <u>non-compliant</u>; the response gives rise to <u>many</u> concerns about being able to support the achievement of the intended outcomes of the Project.</p> <p>The response has <u>insufficient detail</u> with <u>virtually no</u> appropriate explanations and supporting evidence, there are <u>many minor</u> issues and <u>a high number of major</u> issues. The response demonstrates <u>fewer</u> strengths than weaknesses, desired standards are <u>highly unlikely</u> to be met.</p>

Due Diligence Meeting

- 7 As part of its due diligence process Trelya may invite the preferred bidder to a due-diligence meeting. This interview is likely to be held week commencing 7th October 2024.
- 8 Trelya will use this meeting to confirm the preferred bidders response based on the key subject areas set out in the tender technical document stated in Schedule 4. Based on the Responses to these questions Trelya reserves the right to adjust the bidder scores given to the bidders written responses to the technical tender submission. The maximum number of marks which a Bidder's total score may be adjusted (either upward or downwards) is 10 marks

Evaluation of Whole life Cost

- 9 Whole life cost will comprise 30% of the overall evaluation.
- 10 Bidders must complete the Pricing Submission to confirm their costs of delivering the requirement which for evaluation purposes will be scored as follows:

Price differential model

The lowest priced compliant bid will receive a benchmark score of 100% of the marks available for pricing.

All other bids will receive a lower mark based upon the relative difference between their bid and the lowest priced bid, by applying the formula below:

$(\text{lowest priced bid} / \text{price being evaluated}) \times 100 = \text{percentage price score}$

Bidders will receive a proportionate number of marks according to in accordance with the percentage price score generated by this formula.

Schedule 7 Conditions of Contract

It is Trelya's preference to contract on Trelya terms. Please confirm whether you:	Tick
a) Accept the terms without amendment; OR	
b) Propose minor changes and such minor changes are shown using track changes on the accompanying terms. Minor changes will be evaluated by the Trelya Legal team, and may result in your tender being deemed as non-compliant.	

Schedule 8 FOIA Legislation Return

Information in ITT response which Bidder considers should not be disclosed (Please quote information or provide reference to whereabouts of information in the Bidder's ITT response)	Identify applicable FOI legislation exemption(s) from disclosure	Reasons why the applicable FOI legislation exemption(s) apply	Estimate of the period during which the Bidder believes that the information will remain within the applicable FOI legislation exemption(s)

Please state reasons below if the Bidder chooses not to complete this return:

We do not believe there is any information in our ITT response that cannot be disclosed.

Bidder should sign below:

Name: Job Title: (block capitals please)

Company: Address:

Signature:

Date:

SECTION 2

PRELIMINARIES

		Fixed Charge		Time Related	
		£	p	£	p
<u>A10 PROJECT PARTICULARS</u>					
A	THE PROJECT: Name: Trelya Gul Skills Community Hub - Community Health and Welfare Project Nature: New floor in the double height Gym Area within the existing Trelya Community Building, The Lescudjack Centre, with remodelling to form reception area, new consultation rooms, recording studios, youth space and IT Studio. Location: The Lescudjack Centre, Penmere Close, Penzance, TR18 3PE. Length of Contract: 16 Weeks	Itm			
B	EMPLOYER: Trelya, The Lescudjack Centre, Penmere Close, Penzance, Cornwall, TR18 3PE	Itm			
C	QUANTITY SURVEYOR: Crossley Hill Chartered Surveyors, 5 Frances Street, Truro, Cornwall, TR1 3DN.	Itm			
D	CONTRACT ADMINISTRATOR: Crossley Hill Chartered Surveyors, 5 Frances Street, Truro, Cornwall, TR1 3DN.	Itm			
E	PRINCIPAL DESIGNER: Crossley Hill Chartered Surveyors, 5 Frances Street, Truro, Cornwall, TR1 3DN.	Itm			
F	ARCHITECT: Crossley Hill Chartered Surveyors, 5 Frances Street, Truro, Cornwall, TR1 3DN.	Itm			
G	STRUCTURAL ENGINEER: MBA Consulting, Boscawen House, Chapel Hill, Truro, Cornwall TR1 3BN	Itm			
H	THE PRINCIPAL CONTRACTOR: The Contractor shall mean the individual, firm or company undertaking the Works and shall include the legal personal representative of such individual, or of the persons comprising such firm or company and the permitted assignees of such individual, firm or company.	Itm			
	001/1 To Collection	£		£	

[illegible]

			PROJECT REF: CH19480 GUL SKILLS COMMUNITY HUB - HEALTH & WELFARE SPACE, TRELYA PRELIMINARIES/GENERAL CONDITIONS			
			Fixed Charge		Time Related	
			£	p	£	p
<u>A12 THE SITE/EXISTING BUILDINGS</u>						
A	<p>THE SITE: The Lescudjack Centre is a three-storey community centre located within the Treneere residential estate in Penzance.</p> <p>The centre is owned by Trelya, a registered charity. The existing building is a busy community hub providing a health and wellbeing services to all generations and includes a specialist nursery; youth work programmes; family support; education, training and employment support; a community café; meeting rooms; and spaces for external groups.</p> <p>The proposed project sees the introduction of a health and welfare space on a new, as part of the Gul Skills Community Hub, floor constructed in upper level of the two-storey gym space along with some remodelling to allow access to the new space.</p>	Itm				
B	<p>EXISTING BUILDINGS/FEATURES ON/ADJACENT TO THE SITE: The existing Community Spaces are all in full use and need to remain so throughout the works with the exception of users in the Gym Area.</p> <p>The surrounding area is a residential area with local shops and facilities. The Contractor shall have absolute consideration for all neighbours during the construction. The estate is often described as 'deprived', however, it is also a strong community of many generations who are very proud of their home estate. The Contractor is to recognise this.</p> <p>The proposed facility will be constructed within the existing building façade.</p> <p>The building has had recent works servicing and re-engineering the existing heating system; new solar photovoltaics on the roof; new battery storage facilities.</p> <p>The building has a current tender out for new windows and doors to the full building including the gym area.</p> <p>The Contractor should pay particular attention to the users of the surrounding area. The Contractor will be confined to two spaces within the existing car-park.</p> <p>The Contractor will take all necessary protection to the existing structures and hard and soft landscape throughout the Works and in particular protection of the trees and grassed areas. Existing trees, hedges and plants damaged during the development works shall be replaced in the first available planting season with others of same species and size as the Contract Administrator may specify at the cost of the Contractor.</p> <p>The Contractor is to execute his Works and arrange for deliveries to and removals from the site so as to comply with the following requirements and cause the minimum of inconvenience to neighbours and general public, employ all necessary protective measures to ensure that no damage whatsoever occurs whilst building operations are in progress.:</p> <ul style="list-style-type: none">• All deliveries and unloading of all the materials shall be undertaken on the site.• Immediate neighbours and also residents of the area should be notified in advance of any particular intense days of traffic movements.• You should ensure that any damage to the road-side verges, footways, and highways is avoided and if any occurs shall be reinstated promptly.• At no time shall mud, other materials and excess water be spread on the road.	Itm				
C	<p>EXISTING UTILITIES AND SERVICES: Existing utility and services infrastructure is identified with the tender information Appendices A, C and G.</p> <p>The Contractor will be required to undertake site visits to establish the location of existing mains and services, necessary to complete the works. It is the Contractor's responsibility to ascertain the precise location of and safeguard from damage during the Works any existing services, etc., which exist within the work area and pay all costs to the appropriate body in respect of any damage caused.</p> <p>The Contractor will be responsible for the design of all temporary works, temporary terminations, permanent terminations, re-routing of services and re-connections in all phases. This is to include agreement of designs, proposals, programmes, wayleaves, timing of orders and management of the subcontractor and relevant utility company.</p> <p>No claims in this respect will be entertained.</p>	Itm				
001/3			To Collection	£		£

		Fixed Charge		Time Related	
		£	p	£	p
<u>A12 THE SITE/EXISTING BUILDINGS</u>					
A	<p>ACCESS TO THE SITE: As 001/3B the site access will be the existing building main entrance. The Contractor will be responsible for the ensuring that use of this access by the users is not disrupted.</p> <p>The Contractor will be required to identify the proposals for steel delivery to the site; to the works area; proposed timings within the overall programme; and any required temporary works.</p> <p>Any planned changes are to be identified on the Contractor's Programme and confirmed at the Progress Meeting prior to any change.</p> <p>All Contractors' vehicles will be restricted to the speed limits within and adjacent to the site.</p> <p>The access points to the designated construction site areas are to remain securely closed at all times when the accesses are not in use.</p> <p>All roads and paths, etc. bordering and approaching the site must be kept clean and clear of all vehicles, building plant, materials and rubbish at all times.</p> <p>The site is located within a residential area and the Contractor will need to carefully manage the works to avoid any disturbance or disruption to the residents. And to reasonably prevent ingress out of site hours.</p>	Itm			
B	<p>PARKING: The Contractor is restricted to two standard parking spaces within the existing car-park. The Contractor will be required to identify these spaces; create restrictive access; ensure unrestricted and safe access to all other car-park spaces; and make good at completion.</p>	Itm			
C	<p>USE OF THE SITE: Do not use the site for any purpose other than carrying out the Works.</p>	Itm			
D	<p>SITE VISIT: Before tendering, ascertain the nature of the site, the type and extent of the works, access thereto and all local conditions and restrictions likely to affect the execution of the Works.</p> <p>The Contractor shall be deemed to have visited the site before tendering and to have satisfied himself as to the means of communication, access to the site, the extent and nature of the work and the site, the conditions under which work will be carried out, conditions affecting the supply of labour and materials, and any matters which may affect his tender as no claims on the grounds of lack of knowledge in this respect will be entertained.</p> <p>Appointments for visiting the site are to be made with Deborah (Deb) Parker by email on Deborah.parker@trelya.com and confirmed on 07752 446 533.</p>	Itm			
D	<p>WORKING AREA: The Contractor shall confine his stores and everything pertaining to the contract within the site and site compound areas.</p> <p>The site compound area for material storage is to be agreed with the CA prior to commencing works. The Contractor is to allow for making good any damage to the working space, storage areas and surroundings disturbed during the works.</p>	Itm			
E	<p>TRAFFIC MANAGEMENT: The Contractor is to allow to provide a traffic management plan for all traffic activities to and from the site. The traffic management plan must clearly show how the conditions set out in 001/3B and 001/4A are to be managed including an issue mitigation process should there be any breach by a subcontractor or contractor employee.</p> <p>The contractor is to also include for a banksman for all vehicular activates outside of the site compound.</p>	Itm			
	001/4 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
A13 DESCRIPTION OF THE WORKS					
A	<p>THE WORKS: The works are the construction of a new health and welfare space on a new floor within the existing double height Gym Area to form a new community health and welfare and youth space.</p> <p>Key elements of the works are:</p> <ul style="list-style-type: none"> New steel frame structure to take new floor. Pad footings for steel structure. 144m2 new floor. Stairs and lift to create access from existing first floor to new floor. Remodelling existing spaces for access. Coordination with other works. New internal walls, doors and finishes for new community space. New, refurbished and extended services for new and remodelled spaces. Contractor's Design Portions including new foundations for steel; steel connections and installation; mechanical, electrical, plant, builders work in connection; temporary works; and making good. Making good. 	Itm			
B	<p>WORK BY OTHERS CONCURRENT WITH THE CONTRACT: The following works are either ongoing, completed or planned. The anticipated progress is shown:</p> <ol style="list-style-type: none"> Photovoltaic installation to roof – ongoing at time of tender and expected to be complete prior to these proposed works. Battery storage – ongoing at time of tender and expected to be complete prior to these proposed works. Works to existing boiler and heating system – ongoing at time of tender and expected to be complete prior to these proposed works. Full replacement of windows and external doors – currently out to tender and expected to be ongoing during these proposed works. The Contractor will need to coordinate their works with these works including for access for insertion of steels. Replacement and maintenance of internal fire doors– currently out to tender and expected to be ongoing during these proposed works. Refurbishment of second floor toilets – works programmed for Autumn 2024. Replacement of existing Elliot huts in rear external space with new nursery – works programmed for 2025/2026. <p>The Contractor will become the Principal Contractor for any works ongoing at the same time as this proposed works to ensure coordinated health and safety. [NOTE: 001/5B works item 6 is excluded from this].</p>	Itm			
	001/5 To Collection	£		£	

		Fixed Charge		Time Related		
		£	p	£	p	
A	<p><u>A20 THE CONTRACT</u></p> <p>JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR’S DESIGN (ICD): The Contract: is the JCT Intermediate Building Contract with Contractor’s Design, 2016 Edition.</p> <p>The acceptance of any tender will be provisional pending execution of the above Form of Contract.</p> <p>Allow for the obligations, liabilities and services described therein against the headings below:</p> <p>THE RECITALS <u>First Recital</u> THE WORKS The work comprises: See section A13.</p> <p><u>Second Recital</u> CONTRACTOR’S DESIGNED PORTION The works include the design and construction of:</p> <ol style="list-style-type: none">1. Final junctions.2. Mechanical, electrical and plant works.3. Builders work in connection.4. Making good.5. Alterations6. Temporary works.7. Protection Works. <p><u>Third Recital</u> CONTRACT DRAWINGS The Contract drawings: As included in Appendix B, D and O of the tender document and any such drawings provided by the Contractor for the Contractor Designed Portions.</p> <p><u>Fourth Recital</u> OTHER DOCUMENTS SUPPLIED BY THE EMPLOYER Comprise: As included in Sections 001, 002, Appendix C, E – N, P – R and the ITT Document Volume 1, 2A and 2B.</p> <p><u>Fifth Recital</u> PRICING BY THE CONTRACTOR Option A will apply: Option B will be deleted. Priced document: The Employer has provided the Contractor with a Work Schedule document for pricing.</p> <p><u>Ninth Recital:</u> INFORMATION RELEASE SCHEDULE: The Ninth Recital will be deleted.</p> <p><u>Eleventh Recital:</u> DIVISION OF THE WORKS INTO SECTIONS: The Eleventh Recital will be deleted. The Works are not divided into Sections.</p> <p><u>Twelfth Recital:</u> FRAMEWORK AGREEMENT: Framework agreement: Does not apply.</p> <p>THE ARTICLES</p> <p><u>Article 3</u> CONTRACT ADMINISTRATOR: Contract Administrator: See clause A10/D</p> <p><u>Article 4</u> QUANTITY SURVEYOR: Quantity Surveyor: See clause A10/C.</p>	Itm				
	001/6	To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A20 THE CONTRACT (CONT'D)</u>					
THE ARTICLES (CONT'D)					
<u>Articles 5</u> PRINCIPAL DESIGNER: Principal Designer: See clause A10/E.					
<u>Articles 6</u> PRINCIPAL CONTRACTOR: Principal Contractor: See clause A10/I.					
<u>Articles 8</u> ARBITRATION: Article 8 and clauses 9.3 to 9.8 apply.					
CONTRACT PARTICULARS					
<u>Fourth Recital</u> EMPLOYER'S REQUIREMENTS: Comprise: Document annotated "Employer's Requirements" including Sections 001, 002, Appendices A – R inclusive and ITT Document Volumes 1, 2A and 2B.					
<u>Sixth Recital</u> CONTRACTOR'S PROPOSALS/CDP ANALYSIS: Comprise: To be completed by the Contractor and supplied with the Tender.					
<u>Eighth Recital and Clause 4.6</u> CONSTRUCTION INDUSTRY SCHEME (CIS) Employer at the base date is not a "Contractor" for the purposes of the CIS.					
<u>Tenth Recital</u> CDM REGULATIONS: The project is notifiable.					
<u>Eleventh Recital</u> DESCRIPTION OF SECTIONS: The Eleventh Recital will be deleted. The Works are not divided into Sections.					
<u>Twelfth Recital</u> FRAMEWORK AGREEMENT: Framework agreement: Does not apply.					
<u>Thirteenth Recital and Schedule 5</u> SUPPLEMENTAL PROVISIONS: Collaborative working: Paragraph 1 applies Health and safety: Paragraph 2 applies Cost savings and value improvements: Paragraph 3 applies Sustainable developments and environmental considerations: Paragraph 4 applies Performance indicators and monitoring: Paragraph 5 does not apply Notification and negotiation of disputes: Paragraph 6 applies					
<u>Article 8</u> ARBITRATION Article 8 and clauses 9.3 to 9.8 apply.					
<u>Clause 1.1</u> BASE DATE Base Date: 10 days before the date for return of tenders.					
<u>Clause 1.1</u> BIM PROTOCOL There is no BIM Protocol					
<u>Clause 1.1</u> DATE FOR COMPLETION Date for Completion of the Works: 3 rd March 2025					
<u>Clause 1.7</u> ADDRESSES FOR SERVICE OF NOTICES Employer: See clause A10/B. Contractor: To be advised by Contractor.					
	001/7 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A20 THE CONTRACT (CONT'D)</u>					
CONTRACT PARTICULARS (CONT'D)					
<p><u>Clause 2.4</u> DATE OF POSSESSION OF THE SITE Date of Possession of the site: 14th October 2024.</p> <p><u>Clause 2.5</u> DEFERMENT OF POSSESSION OF THE SITE Clause 2.4 applies. Maximum period of deferment is 6 weeks.</p> <p><u>Clause 2.23.2</u> LIQUIDATED DAMAGES: Damages: At the rate of: £583.25 per week or part thereof.</p> <p><u>Clause 2.30</u> RECTIFICATION PERIOD: Period: 12 months from Practical Completion.</p> <p><u>Clause 2.34.3</u> CONTRACTOR'S DESIGNED PORTION Level of cover: Amount of Indemnity required: - is the aggregate amount for any one period of insurance. - and is £2,000,000.00. Sub limits within the overall level of cover: - cover for pollution and contamination claims: is required, with a limit of indemnity of £2,000,000.00. - Cover for asbestos claims: is not required. - Cover for fungal mould claims: is required. Expiry of required period of CDP Professional Indemnity Insurance: 12 years.</p> <p><u>Clause 4.3 and 4.9</u> FLUCTUATIONS PROVISION: No fluctuations provision applies.</p> <p><u>Clause 4.7</u> ADVANCE PAYMENT AND ADVANCE PAYMENT BOND Advance payment: Clause 4.7 does not apply and advance payment bond is not required.</p> <p><u>Clause 4.8.1</u> INTERIM PAYMENTS – INTERIM PAYMENT DATES.: Interim Valuation Dates: The first Interim Valuation Date is: One month after the Date of Possession. Thereafter at intervals of: 1 month.</p> <p><u>Clause 4.9.1</u> INTERIM PAYMENTS – PERCENTAGE OF VALUE</p> <ul style="list-style-type: none"> Not achieved practical completion: Where the works have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is 95% Completed works: Where the works have achieved practical completion, the percentage in respect of the completed works is 97.5% <p><u>Clause 4.10.4</u> LISTED ITEMS – UNIQUELY IDENTIFIED Listed items: Clause 4.10.4 and 4.10.5 will be deleted</p> <p><u>Clause 6.4.1</u> CONTRACTOR'S PUBLIC LIABILITY INSURANCE - INJURY TO PERSONS OR PROPERTY: Insurance cover (for any one occurrence or series of occurrences arising out of one event): £2,000,000.00</p>					
	001/8	To Collection	£	£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A20 THE CONTRACT (CONT'D)</u>					
CONTRACT PARTICULARS (CONT'D)					
<p><u>Clause 6.5.1</u> INSURANCE – LIABILITY OF THE EMPLOYER Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event: £2,000,000.00.</p> <p><u>Clauses 6.7 and Schedule 1</u> INSURANCE OF THE WORKS – INSURANCE OPTIONS Schedule 1: Insurance option A applies. Percentage cover professional fees: 15 per cent. Option A applies, annual renewal date (as supplied by the Contractor): To be advised by Contractor.</p> <p><u>Clauses 6.10 and Schedule 1</u> TERRORISM COVER Insurance is not required.</p> <p><u>Clause 6.15</u> JOINT FIRE CODE The Joint Fire Code: Does not apply. The Contractor is to confirm this prior to starting works.</p> <p><u>Clause 6.19</u> CONTRACTOR'S DESIGN PORTION – PROFESSIONAL INDEMNITY INSURANCE Refer to Clause 2.34.3</p> <p><u>Clause 7.2.1 and 7.2.2</u> PARENT COMPANY GUARANTEE OR PERFORMANCE BOND OR GUARANTEE The Contractor shall within 14 days of the date of this Contract deliver to the Employer a Parent Company Guarantee duly executed by it's ultimate parent company. A proposed format is to be included within the Contractor's Proposal returned with the tender. If the Contractor does not have a parent company, or does not have a parent company reasonably acceptable to the Employer, the Contractor will procure that a guarantor enters into a performance bond in favour of the Employer for an amount equal to 10% of the Contract Sum (rounded down to the nearest whole number). A proposed format is to be within the Contractor's Proposal returned with the tender.</p> <p><u>Clause 7.3</u> COLLATERAL WARRANTIES Subcontractors: All elements of Contractor Designed Work identified in the Second Recital Types of warranty required from each subcontractor: JCT Subcontractor Collateral Warranty for the Employer (SCWa/E) Level of Professional Indemnity Insurance required: £1,000,000.00 (One Million Pounds)</p> <p><u>Clause 8.9.2</u> PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR) Period of suspension 2 Months</p> <p><u>Clause 8.11.1.1 to 8.11.1.5</u> PERIOD OF SUSPENSION (TERMINATION BY EITHER PARTY) Period of suspension 2 Months</p> <p><u>Clause 9.2.1</u> ADJUDICATION The adjudicator is: To be appointed by Nominating body. Nominating body: Royal Institution of Chartered Surveyors.</p> <p><u>Clause 9.4.1</u> ARBITRATION Appointer of Arbitrator (and of any replacement): President or Vice President of the Royal Institution of Chartered Surveyors.</p>					
	001/9 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
A	A20 THE CONTRACT (CONT'D) THE CONDITIONS SECTION 1: DEFINITIONS AND INTERPRETATION <u>Clause 1.5</u> RECKONING PERIODS OF DAYS: Amendments: none. <u>Clause 1.12</u> APPLICABLE LAW: Amendments: none. SECTION 2: CARRYING OUT THE WORKS SECTION 3: CONTROL OF THE WORKS SECTION 4: PAYMENT SECTION 5: VARIATIONS SECTION 6: INJURY, DAMAGE AND INSURANCE SECTION 7: ASSIGNMENT AND COLLATERAL WARRANTIES SECTION 8: TERMINATION SECTION 9: SETTLEMENT OF DISPUTES EXECUTION: The Contract: Will be executed as a deed. CONTRACT GUARANTEE BOND: Contract Guarantee Bond: is not required.	itm			
	ADMINISTRATION OF INSTRUCTIONS REQUIRING CHANGES: The Contractor is to allow within his tender all costs associated in administering the Contract, including (but not restricted to) provision of sufficient administration, technical and financial personnel required for preparing change quotations, back-up documentation and compensation event negotiation, reproduction of drawings and other documents, for his own use and the use of sub-contractors, etc. No claim for additional cost in connection with this clause will be entertained.				
	001/10 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A30 TENDERING/SUBLETTING/SUPPLY</u>					
<u>MAIN CONTRACT TENDERING</u>					
A	SCOPE: These conditions are supplementary to those stated in the invitation to tender and on the form of tender. The overarching Invitation to Tender (ITT) takes precedence to all tender documents.	Itm			
B	TENDERING PROCEDURE: In accordance with JCT Tendering Practice Note 2012 for Construction projects. Errors: Refer to the ITT Document. The Contractor's attention is drawn to the fact that the tender is to be submitted on a fixed price basis.	Itm			
C	EXCLUSIONS: If the Contractor cannot tender for any part(s) of the work he must inform the Contract Administrator as soon as possible, defining the relevant part(s) and stating the reason(s) for his inability to tender.	Itm			
D	ACCEPTANCE OF TENDER: The Employer and his representatives: Offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted. Will not be responsible for any cost incurred in the preparation of any tender. Any acceptance of the tender will be subject to the execution of the formal Form of Contract, and to the receipt of any approval necessary for the work. No payment will be made for loss of profit or other alleged loss due to such approval being withheld, postponed or withdrawn prior to the signing of the contract documents.	Itm			
E	PERIOD OF VALIDITY: Tenders must remain open for consideration (unless previously withdrawn) for not less than three months from the date fixed for the submission or lodgement of tenders.	Itm			
<u>PRICING/SUBMISSION OF DOCUMENTS</u>					
F	PRELIMINARIES: The Preliminaries/General Conditions sections must not be relied upon as complying with SMM7.	Itm			
G	PRICING OF PRELIMINARIES: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries those charges must be clearly shown against the items.	Itm			
H	PRICED DOCUMENTS: Do not alter or qualify tender documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.	Itm			
I	QUANTITIES IN THE PRICED DOCUMENT: Where quantities are included within the Bill of Quantities/ Schedule of Works/ Work Schedules the Contractor is to note that such quantities have not been prepared in accordance with SMM7 or any other standard form of measurement and that they are prepared in accordance with the Preambles and other pricing notes included in the documentation. The Contractor is to satisfy himself as to the accuracy of any such quantities and make any necessary amendments. For the avoidance of doubt no adjustment to the contract sum will be made for any errors or inaccuracies in any quantities included within the Bill of Quantities/ Schedule of Works/ Work Schedules. All items within the Bill of Quantities/ Schedule of Works/ Work Schedules must be priced taking into account the drawings, specifications and all other documents provided as part of the tender documents and include for all associated and ancillary works shown or clearly apparent as being necessary for the complete and proper execution of the work.	Itm			
J	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 Section 1 Works in the first tender and for the Section 2 Works on agreement of an overall Contract Sum.	Itm			
K	PRICING OF THE WORKS SCHEDULE: Costs relating to items which are not priced will be deemed to have been included elsewhere in the tender.	Itm			
L	PROGRAMME: Prepare a summary programme showing the sequence and timing of the Sections and principal elements of the works and periods for the design, all of which must be submitted with the tender .	Itm			
	001/11 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A30 TENDERING/SUBLETTING/SUPPLY (CONT'D)</u>					
<u>MAIN CONTRACT TENDERING (CONT'D)</u>					
A	PROVISIONAL ALLOWANCES: If Provisional allowances are stated these will be omitted from the Contract at the commencement of the Works, they will only be used as and when directed by the Contract Administrator and will be measured and valued on completion in accordance with the Conditions of Contract.	Itm			
B	MATERIALS: The Contractor shall satisfy himself generally as to the requisite materials, both quantity and quality required, so as to make due and proper completion of the works, and shall be deemed to be conversant with the availability of labour and materials and to have made allowance accordingly. The Contractor is to ascertain for himself the delivery periods of various materials and items required for the contract at its commencement. He is to place his orders to ensure that the sequence of works may not be interrupted by the failure of such items or materials to be delivered on time.	Itm			
C	SUBSTITUTE PRODUCTS: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered. Substitutions accepted will be subject to the verification requirements of Section A31.	Itm			
D	OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN: Content – submit the following information with 1 week of request: <ul style="list-style-type: none"> - Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed. - Details of the management structure and responsibilities. - Arrangements for issuing health and safety directions. - Procedures for informing other contractors and employees of health and safety hazards. - Selection procedures for ensuring competency of other contractors, the self-employed and designers. - Procedures for communications between the project team, other and contractors and site operatives. - Arrangements for co-operation and co-ordination between contractors. - Procedures for carrying out risk assessment and for managing and controlling the risk. - Emergency procedures including those for fire prevention and escape. - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded. - Arrangements for welfare facilities. - Procedures for ensuring that all persons on site have received relevant health and safety information and training. - Arrangements for consulting with and taking the views of people on site. - Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance. - Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements. - Review procedures to obtain feedback. 	Itm			
E	SITE WASTE MANAGEMENT PLAN: Person responsible for drafting the plan: The Contractor. The content of the plan shall include details of: <ul style="list-style-type: none"> - The Principal Contractor for the purposes of the Regulations (Clean Neighbourhoods and Environment Act) - Location of the site. - Description of the project. - Estimated project cost. - Types and quantities of waste that will be generated. - Resource management options for these wastes, including proposals for minimisation/re-use/recycling. - The use of appropriate and licensed waste management contractors. - Record keeping procedures. - Waste auditing protocols. - Submit with tender. 	Itm			
	001/12 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
	<u>SUBLETTING/SUPPLY</u>				
A	DOMESTIC SUB-CONTRACTS: Comply with the Construction Industry Board "Code of Practice for the selection of Sub-Contractors".	Itm			
B	SUB-LETTING: The Contractor shall not sub-let the works or any part thereof without the written permission of the Contract Administrator. The Contractor will be required to submit for approval a list of firms it is proposed to employ as Domestic Sub-Contractors for trade and specialist work. Names of firms for main element works including mechanical and electrical sub-contracts are to be submitted for approval no later than the Pre-Contract Meeting. No order to commence works will be issued until such names have been submitted and approved.	Itm			
	<u>A31 PROVISION, CONTENT AND USE OF DOCUMENTS</u>				
C	DEFINITIONS: The meaning of terms, derived terms and synonyms used in the Preliminaries/General Conditions and Specification is as defined below or in the appropriate British Standard or British Standard glossary.	Itm			
D	THE WORKS: Definition: The term 'the works' shall mean the whole of the works envisaged by this contract, including unless expressly stated otherwise, the works of nominated sub-contractors, nominated suppliers, local authorities and public undertakings.	Itm			
E	IN WRITING: When required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions; do so in writing. Do not proceed until response has been received.	Itm			
F	APPROVAL (AND WORDS DERIVED THEREFROM) means the approval in writing of the Contract Administrator unless specified otherwise.	Itm			
G	SUBMIT (AND WORDS DERIVED THEREFROM) means to the Contract Administrator unless otherwise instructed.	Itm			
H	PRODUCTS means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the Works.	Itm			
I	SITE EQUIPMENT: All appliances or things, of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works. Including Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.	Itm			
J	TERMS USED IN SCHEDULE OF WORKS: <u>Remove:</u> Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services. <u>Fix:</u> Unload, handle, store, place and fasten in position including all labours and use of site equipment. <u>Supply and fix:</u> Includes all labour and site equipment for unloading, handling, storing and execution. All products to be supplied and fixed unless stated otherwise. <u>Keep for reuse:</u> Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed. <u>Make good:</u> Execute local remedial work to designated work. Make secure, sound and neat excludes redecoration and/or replacement. The meaning of the term shall not be limited by this definition where used in connection with the rectification/defects liability provisions of the Contract. <u>Replace:</u> Supply and fix new products matching those removed. Execute work to match original new state of that removed. <u>Repair:</u> Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/or replacement.	Itm			
	001/13 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A31 PROVISION, CONTENT AND USE OF DOCUMENTS (CONT'D)</u>					
TERMS USED IN SCHEDULE OF WORKS (CONT'D):					
<u>Refix</u> : Fix removed products.					
<u>Ease</u> : Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.					
<u>Match existing</u> : Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.					
<u>System</u> : Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.					
A	THE COSTS of conforming to the above definitions, and their meaning and extent, are deemed to be included in the rates for associated measured work.	Itm			
B	MANUFACTURER AND REFERENCE: Where used in this combination: 'Manufacturer' means the firm under whose name the particular product is marketed. 'Reference' means the proprietary brand name and/or reference by which the particular product is identified. 'Currency': references are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender. Manufacturers and reference where given are to indicate the quality, finish, appearance and performance requirements for the product and shall be deemed to be 'or equivalent and approved'. If the Contractor wishes to use an alternative and equivalent product the Contract Administrators prior to approval must be obtained. In all cases the Contractor shall be deemed to have included for the cost of providing the specified product in this tender price.	Itm			
C	SUBSTITUTION OF PRODUCTS Products: if an alternative product to that specified is proposed, obtain approval before ordering the product. Reasons: submit reasons for the proposed substitution. Documentation: submit relevant information, including manufacturer and product reference, cost, availability, relevant standards, performance, function, compatibility or accessories, proposed revisions to drawings and specification, compatibility with adjacent work, appearance and copy of warranty/guarantee. Alterations to adjacent work: if needed, advise scope, nature and cost. Manufacturer's guarantees: if substitution is accepted, submit before ordering products.	Itm			
D	CROSS-REFERENCES TO THE SPECIFICATION: Where a numerical cross-reference to a Specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause. Where a numerical cross-reference is not given the relevant section(s) and clause(s) of the Specification will apply, cross-reference thereto being by means of related terminology. Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to Specification section dealing with general matters, ancillary products and workmanship also apply. The Contractor must before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which he may discover.	Itm			
	001/14 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A31 PROVISION, CONTENT AND USE OF DOCUMENTS (CONT'D)</u>					
A	<p>EQUIVALENT PRODUCTS: Where the specification permits substitution of a product of different manufacture to that specified and such substitution is desired, before ordering the product notify the Contract Administrator and, when requested, submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance.</p> <p>Submit certified English translations of any foreign-language documents. Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole. If such substitution is sanctioned, and before ordering products, provide revised drawings, specifications and manufacturer's guarantees as required by the Contract Administrator.</p>	Itm			
B	<p>SUBSTITUTION OF STANDARDS: Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Union or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. In advance of ordering notify the Contract Administrator of all such substitutions and, when requested, submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.</p> <p>Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Union or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. In advance of ordering notify the Contract Administrator of all such substitutions and, when requested, submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.</p>	Itm			
C	CURRENCY OF DOCUMENTS: References to standards, type approval certificates, catalogues, codes of practice and the like are to the editions, revisions, versions and amendments current at the date of tender. References to BSI documents are to the versions and amendments listed in the BSI standards catalogue current at the date of tender.	Itm			
D	<p>SIZES: Unless otherwise stated, products are specified by their co-ordinating sizes.</p> <p>Cross section dimensions of timber shown on drawings are finished sizes.</p>	Itm			
<u>DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER</u>					
E	DRAWINGS: Will be issued in electronic format only.	Itm			
F	SPECIFICATIONS AND REPORTS: Will be issued in electronic format only	Itm			
G	<p>DIMENSIONS: The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the Contract Administrator any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.</p> <p>In addition, check dimensions and levels shown on drawings for compatibility with each other and with the site and work completed to date, and immediately inform the Contract Administrator of any discrepancy and seek his instructions.</p> <p>Where changes are required to drawings prepared by the Contractor or Sub-Contractors, arrange for the changes to be made and submit revised drawings for approval.</p>	Itm			
001/15 To Collection		£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A31 PROVISION, CONTENT AND USE OF DOCUMENTS (CONT'D)</u>					
<u>DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/SUPPLIERS</u>					
A	INSTALLATION DRAWINGS: Obtain any fabrication, shop or installation drawings, instructions, etc, provided by manufacturers and suppliers of specified components, necessary for the correct installation of such components, to be included in the project handover file.	Itm			
B	AS BUILT DRAWINGS AND INFORMATION: Two copies must be provided to the Contract Administrator not less than 2 weeks before the date for Completion as follows: 1. Record drawings of as installed mechanical and electrical installations and circuit routes. All symbols shall be strictly in accordance with B.S.1553, and drawings will be cross-referenced for ease of interpretation. 2. As constructed general arrangement drawings, detailing plans, sections and elevations at not less than 1:50 scale. Site layouts at not less than 1:100 scale. 3. As constructed drawings, detailing plans and schedules for all below ground services and drainage at not less than 1:100 scale.	Itm			
C	TECHNICAL LITERATURE: The Contractor is to keep copies of the following on site, readily accessible for reference by all supervisory personnel: Manufacturers' current literature relating to all products to be used in the Works. Relevant B.S. Codes of Practice.	Itm			
D	MAINTENANCE INSTRUCTIONS AND GUARANTEES: Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to the Contract Administrator on or before Practical Completion. Provide telephone numbers for emergency call out services for use after completion. Cover to be provided during office hours and out of hours seven days a week during the Rectification period.	Itm			
	001/16 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A32 MANAGEMENT OF THE WORKS</u>					
<u>GENERALLY</u>					
A	<p>SUPERVISION: Accept responsibility for co-ordination, supervision and administration of the Works on and off the site, including all sub-contracts and the cost of the person-in-charge referred to in Conditions of Contract. Arrange and monitor a programme with each Sub-contractor, Supplier, Local Authority and Statutory Undertaker, and obtain and supply information as necessary for co-ordination of the work.</p> <p>It is an absolute requirement that the principle contractor provides site supervision of the works, who shall be in attendance on site for the whole period during which the works are being undertaken.</p> <p>The supervisors provided by the principal contractor shall be a full time employee of the firm and shall be suitably competent and experienced to supervise the type of works being undertaken.</p>	Itm			
B	INSURANCE: Before starting work on site submit documentary evidence and/or policies and receipts for the insurance required by the Conditions of Contract.	Itm			
C	INSURANCE CLAIMS: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works, or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the Contract Administrator and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice.	Itm			
D	OWNERSHIP: Materials arising from the works are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.	Itm			
E	PROGRESS PHOTOGRAPHS: The Contractor shall take such photographs as are necessary to record adequately the physical progress of the Works to the satisfaction of Contract Administrator who requires a full record of all work undertaken to be presented upon completion of the works.	Itm			
F	<p>CHECKING SCHEDULES AND DRAWINGS: Submit to the Contract Administrator for approval all shop drawings prior to putting the work in hand.</p> <p>Be responsible for checking all schedules and drawings supplied by the Contract Administrator and all shop drawings commented upon by the Contract Administrator. In the event of any discrepancy being found between such schedules and drawings, or if the Contractor considers that additional detail drawings are required, then in either case the Contractor shall report such discrepancy to the Contract Administrator for instruction, or apply in writing for such detail drawings at least 10 days before the works concerned are to be executed.</p> <p>Ascertain from the drawings or otherwise, any holes, recesses, plugs and the like which may be required in time to form these as the works proceed. No extra payment will be allowed for cutting or forming such holes, recesses or plugs subsequently.</p>	Itm			
G	<p>WASTE MANAGEMENT: Keep the site and Works clean and tidy. Includes: Rubbish, debris, spoil, containers and surplus material. Minimize: Waste is to be kept to a minimum at all stages of the contract and arrange recycling wherever possible. The Contractor shall where practical segregate waste and provide suitable on site storage as appropriate to maximise the potential for reuse and recycling of materials and reduce disposal costs. Wherever possible the use of suitable excavated material on site is encouraged to minimise the need for disposal off site and the importation of fill material. Re-use of suitable material will be subject to prior approval and compliance with relevant material specification. Remove: Frequently and dispose off site in a safe and competent manner:-</p> <ul style="list-style-type: none"> - Non-hazardous material: In a manner approved by the Waste Regulation Authority. - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations. - Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in. <p>Waste transfer documentation: Retain on site.</p>	Itm			
	001/17 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A32 MANAGEMENT OF THE WORKS (CONT'D)</u>					
<u>GENERALLY (CONT'D)</u>					
A	GYPSUM AND PLASTERBOARD WASTE: Separate gypsum based material and plasterboard from other waste so that it can be recycled or disposed of correctly. If in a mixed load gypsum based material and plasterboard must be separately packaged and identified for separation at waste transfer sites. It is prohibited for loads containing any identifiable gypsum or plasterboard waste to be sent to landfill.	Itm			
<u>PROGRAMME/PROGRESS</u>					
B	MASTER PROGRAMME: As soon as possible, and within 5 days of the notification of acceptance of his tender, the Contractor is to prepare in an approved form a master programme for the Works, clearly identifying separately all phases, elements of the works and activities. 2 copies of the programme are to be provided to the Contract Administrator. The Master Programme shall be updated and modified from time to time as necessary or as required by the Contract Administrator in the light of progress actually achieved, or to allow for Contract Administrator's instructions, variations, or other relevant factors. The Contractor shall immediately notify the Contract Administrator of any such revisions and shall provide four copies of each revised programme. A copy of the original Master Programme and all revisions shall be kept available for inspection in the Contractor's site office.	Itm			
C	SUBMISSION of programmes will not relieve the Contractor of his responsibility to advise the Contract Administrator of the need for further drawings or details or Instructions in accordance with the Conditions of Contract.	Itm			
D	MONITORING: The Contractor is to record progress on a copy of the programme kept on site. If any circumstances arise which may affect progress of the Works, the Contractor must submit proposals, or take action as appropriate, to minimise any delay and to recover any lost time.	Itm			
E	MINIMISING DELAY: If any circumstances arise which may affect the progress of the Works, put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.	Itm			
F	REQUESTS FOR FURTHER INFORMATION: During the mobilisation period, the Contractor is required to examine the up to date information in his possession and prepare and issue to the Contract Administrator a schedule of further information which the Contractor requires to complete the project, together with realistic dates by when the information is required. The information may include instructions, drawings, levels, dimensions, etc. and the dates must not be unreasonably distant from or unreasonably close to the dates when it is necessary for the Contractor to receive the information, having regard to the dates in the master programme when the relevant works are to be carried out. No claim for late issue of information will thereafter be entertained provided all of the release dates for information set down in the schedule have been met. Notwithstanding the above, where an extension of time has been given, the release dates may be amended accordingly by consent between the Contractor and the Contract Administrator.	Itm			
G	PHOTOGRAPHIC RECORDS Provide photographic records of the condition of existing structures, public realm, highways and external areas to highlight existing defects / condition prior to the Contractor commencing the Works. Damage or defects on existing structures, public realm, highways and external areas on or adjacent to the site not recorded and, within reasonable conjecture, potentially caused by the works, will need to be addressed at completion along with other defects/ snags identified on the Contract Works. Image format: digital storage format (JPEG). Numbers of images from each location: sufficient to highlight condition.	Itm			
H	CONTRACTOR'S SITE MEETINGS: Hold meetings with appropriate Sub-Contractors and Suppliers shortly before main site meetings to facilitate accurate reporting of progress.	Itm			
I	NOTICE OF COMPLETION: Give the Contract Administrator at least 2 weeks written notice of the anticipated dates of Practical Completion of the Works.	Itm			
001/18 To Collection		£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A32 MANAGEMENT OF THE WORKS (CONT'D)</u>					
<u>PROGRAMME/PROGRESS (CONT'D)</u>					
A	<p>CONTRACTOR'S PROGRESS REPORTS: Submit a progress report at least 3 working days before the site meeting.</p> <p>The report must include:</p> <ol style="list-style-type: none"> 1. A progress statement and progress against programme 2. Details any matters affecting or likely to affect progress of the works 3. Information required. 4. Any requirements for further drawings or details or instructions. 	Itm			
B	<p>EXTENSIONS OF TIME: When a notice of the cause of any delay or likely delay in the progress of the Works is given under the conditions of the contract, written notice must be given of all the causes which apply concurrently. As soon as possible submit relevant particulars of the expected effects, if appropriate, related to the concurrent causes. An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion, together with all other relevant information required.</p>	Itm			
C	<p>ADVERSE WEATHER: Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.</p> <p><u>CONTROL OF COST</u></p>	Itm			
D	<p>ESTIMATED COST OF VARIATIONS: If the Contract Administrator issues details of a proposed instruction with a request for an estimate of cost, submit such an estimate without delay and in any case within 7 days.</p>	Itm			
E	<p>MEASUREMENTS: Give reasonable notice to the Quantity Surveyor before covering up work which the Quantity Surveyor requires to be measured.</p>	Itm			
F	<p>PROPOSED INSTRUCTIONS: Quotations: If a proposed instruction requests and estimate of cost, submit without delay and in any case within seven days.</p> <p>Include:</p> <ul style="list-style-type: none"> - A detailed breakdown of the cost, including any allowance for direct loss and expense. - Details of any additional resources required. - Details of any adjustments to be made to the programme for the Works. - Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction. <p>Inability to comply: Inform immediately if it is not possible to comply with any of the above requirements.</p>	Itm			
G	<p>DAYWORK VOUCHERS: Give reasonable notice to the Contract Administrator of the commencement of any work for which daywork vouchers are to be submitted. Before being delivered, each voucher must be:</p> <ul style="list-style-type: none"> - Referenced to the instruction under which the work is authorised, and - Signed by the person in charge as evidence that the workmen's names, the time spent by each, the plant and materials shown are correct. <p>No claims for work done on a daywork payment basis will be permitted unless under the written order of the Contract Administrator. The Contractor shall give to the Contract Administrator reasonable notice of the commencement of any such work ordered and shall submit proper daywork sheets signed by the person-in-charge describing the work involved and giving names, trades and time daily and the materials employed, to be delivered in duplicate, for the verification of the Contract Administrator, not later than the end of the week following that in which the work has been executed. One copy, if correct, will be signed by the Contract Administrator and returned to the Contractor.</p> <p>The signature to any daywork sheet is not to be taken as deciding that the work is to be paid for on a daywork payment basis, but vouching the time and materials to be correct for the work described. All work which is ultimately covered up must be recorded by the Quantity Surveyor before so doing and the Contractor must give reasonable notice to the Contract Administrator and the Quantity Surveyor when such work is ready for recording.</p>	Itm			
	001/19 To Collection	£		£	

[illegible]

		Fixed Charge		Time Related	
		£	p	£	p
<u>A33 QUALITY STANDARDS/CONTROL</u>					
<u>MATERIALS AND WORK GENERALLY</u>					
A	WORKMANSHIP SKILLS: All operatives shall be appropriately skilled and experienced for the type and quality of the work. All operatives shall be registered with the Construction Skills Certification Scheme. Operatives must provide evidence of skills/qualifications when requested by the Contract Administrator.	Itm			
B	GENERAL QUALITY OF PRODUCTS: Products to be new unless otherwise specified. For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by the Contract Administrator. Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by the Contract Administrator. Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance. Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together. If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition. The Employer encourages the use of recycled, recyclable, low embodied energy and environmentally friendly materials. (see individual material specification for specific requirements and restrictions). These shall be used wherever they are available and suitable for the use stated subject to the Contract Administrator's approval. Where hardwood is specified a certificate will be required stating that it has been obtained from a renewable source.	Itm			
C	QUALITY OF EXECUTION: Generally fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment. Dimensions: Check on-site dimensions. Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance. Location and fixing of products: Adjust joints open to view so they are even and regular.	Itm			
D	PROPRIETARY PRODUCTS: Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/ instructions. Inform the Contract Administrator if these conflict with any other specified requirement. Submit copies to the Contract Administrator when requested. The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturer's literature current at the date of tender. Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform the Contract Administrator and do not place orders for or use the affected products without further instructions. Where British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.	Itm			
E	CHECKING COMPLIANCE OF PRODUCTS: Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that: - The sources, types, qualities, finishes and colours are correct, and match any approved samples. - All accessories and fixings which should be supplied with the goods have been supplied. - Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance. - The delivered quantities are correct, to ensure that shortages do not cause delays in the work. - The products are clean, undamaged and otherwise in good condition. - Products which have a limited shelf life are not out of date.	Itm			
	001/21 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
A33 QUALITY STANDARDS/CONTROL (CONT'D)					
MATERIALS AND WORK GENERALLY (CONT'D)					
A	PROTECTION OF PRODUCTS: <ul style="list-style-type: none"> - Prevent over-stressing, distortion and any other type of physical damage. - Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work. - Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate, store off the ground and allow free air movement around and between stored products. - Prevent excessively high or low temperatures and rapid changes of temperature in the products. - Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use. - Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured. - Keep different types and grades of products separately and adequately identified. - So far as possible keep products in their original wrappings, packings or containers, until immediately before they are used. - Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion. - Ensure that protective measures are fully compatible with and not prejudicial to the products/materials. 	Itm			
B	SUITABILITY OF RELATED WORK AND CONDITIONS: Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, ensure that: <ul style="list-style-type: none"> - Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work. - All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing. - The environmental conditions are suitable, particularly that the building is suitably weathertight when internal components, services and finishes are installed. 	Itm			
C	GENERAL QUALITY OF WORKMANSHIP: <ul style="list-style-type: none"> - Operatives must be appropriately skilled and experienced for the type and quality of work and take all necessary precautions to prevent damage to the work from frost, rain and other hazards. - Inspect components and products carefully before fixing or using and reject any which are defective. - Fix or lay securely, accurately and in alignment. - Where not specified otherwise, select fixing and jointing methods and types, sizes and spacings of fastenings in compliance with relevant British Standards. - Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not overtighten fixings. - Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular. - Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval. 	Itm			
D	MANUFACTURER'S RECOMMENDATIONS/INSTRUCTIONS: Comply with manufacturer's printed recommendations and instructions current on the date of the invitation to tender. Submit details of changes to recommendations or instructions. Use ancillary products and accessories supplied or recommended by main product manufacturer. Comply with limitations, recommendations and requirements of relevant valid certification of Agreement certified products.	Itm			
E	B.S. 8000 BASIC WORKMANSHIP: where compliance with B.S. 8000 is specified, this is only to the extent that the recommendations therein define the quality of the finished work. Where B.S. 8000 gives recommendations on particular working methods or other matters which are properly within the province and responsibility of the Contractor, compliance therewith will be deemed to be a matter of general industry good practice and not a specific requirement of the Contract Administrator under the Contract. If there is any conflict or discrepancy between the recommendations of B.S. 8000 on the one hand and the project documents on the other, the latter will prevail.	Itm			
	001/22 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A33 QUALITY STANDARDS/CONTROL (CONT'D)</u>					
<u>MATERIALS AND WORK GENERALLY (CONT'D)</u>					
A	<p>WATER FOR THE WORKS: The Contractor is to provide clean and uncontaminated water for the works. If other than mains water supply is to be used provide evidence of suitability. Test to B.S. EN 1008 if instructed.</p> <p>The Contractor may opt to use the existing permanent water supply. Any such agreement will be entirely between the Contractor and the Employer and will not form part of this Contract.</p>	Itm			
B	<p>LIGHTING AND POWER FOR THE WORKS: The Contractor is to provide all necessary temporary lighting and power for the works.</p> <p>The Contractor must arrange all temporary installations and equipment.</p> <p>The Contractor may opt to use the existing permanent electric supply from the existing buildings. Any such agreement will be entirely between the Contractor and the Employer and will not form part of this Contract.</p> <p>Distribute in accordance with British Standard Code of Practice CP 1017 – Distribution of Electricity on Construction and Building Sites. All temporary supplies will be installed by competent electricians and tested in accordance with the IEE Regulations and statutory requirements and a copy of the completion certificate made available.</p> <p>Remove all temporary works on completion and reinstate where disturbed.</p>	Itm			
<u>SAMPLES/APPROVALS</u>					
C	<p>APPROVAL OF PRODUCTS: Where approval of a product is specified the requirement for approval relates to a sample of the product and not to the product as used in the Works. Submit a sample or other evidence of suitability. Do not confirm orders or use the product until approval of the sample has been obtained. Retain approved sample in good, clean condition on site. Ensure that the product used in the Works matches the approved sample.</p>	Itm			
D	<p>SPECIFIC TESTING of all materials as required by the Contract Administrator/Engineer will be undertaken by the Contractor and the Contractor must allow here for <u>all</u> costs in connection therewith.</p>	Itm			
<u>ACCURACY/SETTING OUT GENERALLY</u>					
E	<p>SETTING OUT: Submit details of methods and equipment to be used in setting out the Works.</p> <p>Check the levels and dimensions of the site against those shown on the drawings, and record the results on a copy of the drawings. Notify the Contract Administrator in writing of any discrepancies and obtain instructions before proceeding.</p> <p>Inform the Contract Administrator when overall setting out is complete and before commencing construction.</p>	Itm			
F	<p>APPEARANCE AND FIT: Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.</p> <p>Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.</p> <p>Without prejudice to the above and unless specified otherwise, tolerances will (where applicable) not be greater than those given in B.S. 5606, Tables 1 and 2.</p>	Itm			
G	<p>CRITICAL DIMENSIONS: Critical dimensions: Set out and construct the Works to ensure compliance with specified and manufacturing tolerances of components. Ensure critical building dimensions are maintained.</p>	Itm			
001/23 To Collection		£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A33 QUALITY STANDARDS/CONTROL (CONT'D)</u>					
<u>SERVICES GENERALLY</u>					
A	IDENTIFICATION OF EXISTING SERVICES: Any work involving removal or alteration of existing services, drainage, etc, must be undertaken with extreme care. It is the Contractor's responsibility to identify each service that will or may be effected by the works. It is imperative that all such services are identified, protected and if necessary isolated, prior to commencement of the works. Any costs associated with rectification of damage caused or loss suffered due to non observance of this clause will be recovered from the Contractor.	Itm			
B	SERVICES REGULATIONS: Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.	Itm			
C	SERVICE RUNS: Make adequate provision for services, including unobstructed routes and fixings. Wherever possible ducts, chases and holes are to be formed during construction rather than cut.	Itm			
D	MECHANICAL AND ELECTRICAL SERVICES: Where work is undertaken to existing service installations they must have final tests and commissioning carried out so that they are in full working order at Practical Completion. Submit certificates (Practical Completion will not be certified until correctly completed certificates have been issued). Test and Commissioning Certificate and Building Regulations Notice: Copies to be lodged in Health and Safety File.	Itm			
<u>SUPERVISION/INSPECTION/DEFECTIVE WORK</u>					
E	SUPERVISION: In addition to the constant management and supervision of the works provided by the Contractor's person-in-charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress. The site organisation staff must include one or more persons with appropriate knowledge and experience of working on projects with a high public profile and with historically recognised buildings. Submit with the tender, CV's or other documentary evidence relating to the staff concerned.	Itm			
F	PERSON-IN-CHARGE: Give maximum possible notice to the Contract Administrator before changing the person-in-charge.	Itm			
G	OVERTIME WORKING: Whenever overtime is to be worked, give the Contract Administrator not less than 24 hours' notice, specifying times, types and locations of work to be done. Concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense. No additional payment will be made in respect of overtime worked unless the Contract Administrator has specifically ordered overtime work to be carried out and that additional payment will be made. Additional payment, where confirmed, shall be the net difference between flat time and overtime rates. Accurate and detailed weekly returns are to be submitted to the Contract Administrator. Observe any special working conditions and restrictions relating to working hours specified elsewhere.	Itm			
H	DEFECTS IN NEW CONSTRUCTION: are to be reported to the Contract Administrator without delay. Obtain approval before proceeding with work which may: - Cover up or otherwise hinder access to the defective construction, or - Be rendered abortive by carrying out of remedial work.	Itm			
	001/24 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A33 QUALITY STANDARDS/CONTROL (CONT'D)</u>					
<u>SUPERVISION/INSPECTION/DEFECTIVE WORK (CONT'D)</u>					
A	ACCESS FOR INSPECTION: Give the Contract Administrator not less than 5 days notice before removing scaffolding or other facilities for access.	Itm			
B	TIMING OF TESTS AND INSPECTIONS: Agree dates and times of tests and inspections with the Contract Administrator several days in advance, to enable the Contract Administrator and other affected parties to be present. On the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.	Itm			
C	TEST CERTIFICATES: Submit a copy of each certificate to the Contract Administrator as soon as practicable and keep copies of all certificates on site.	Itm			
D	PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/PRODUCTS: As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract or appear that they may not be in accordance, submit proposals to the Contract Administrator for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution. Such proposals may be unacceptable to the Contract Administrator and he may issue contrary instructions.	Itm			
E	MEASURES TO ESTABLISH ACCEPTABILITY: Wherever inspection or testing shows that the work, materials or goods are not in accordance, with the Contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures will be at the expense of the Contractor, and will not be considered as grounds for extension of time.	Itm			
F	QUALITY CONTROL: Establish and maintain procedures to ensure that the Works, including the work of all Sub-Contractors, comply with specified requirements. Maintain full records, keep copies on site for inspection by the Contract Administrator, and submit copies of particular parts of the records on request. The records must include: - Identification of the element, item, batch or lot, including location in the Works. - The nature and dates of inspections by the Contractor or the Contract Administrator, tests and approvals. - The nature and extent of any non-conforming work found. - Details of any corrective action.	Itm			
G	DEFECTIVE WORK: when instructed by the Contract Administrator, submit proposals for opening up, examination and/or testing. Where examination and/or testing shows that the work is not in accordance with the specification and/or drawings, and measures are taken as instructed by the Contract Administrator to remedy the defective work, such measures will be at the expense of the Contractor and will not be considered as grounds for an extension of time. In addition to the requirements of Clause 2.38 any defects, shrinkages or other faults, which appear and are notified within the Rectification Period, shall be deemed to include shrinkage cracks due to drying out of the works. All such normal shrinkage cracks shall be made good by the Contractor at no cost to the Employer, notwithstanding that materials and workmanship may be in accordance with this Contract.	Itm			
	001/25 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A33 QUALITY STANDARDS/CONTROL (CONT'D)</u>					
<u>WORK AT OR AFTER COMPLETION</u>					
A	<p>GENERALLY: Make good all damage consequent upon the work and remove all temporary markings, coverings and protective wrappings unless otherwise instructed</p> <p>Clean the works thoroughly inside and out including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work. Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction.</p> <p>Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.</p> <p>Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.</p> <p>Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation.</p>	Itm			
B	<p>SECURITY AT COMPLETION: Leave the Works secure with all accesses locked. Account for and adequately label all keys/ access tools and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.</p>	Itm			
C	<p>MAKING GOOD DEFECTS: Make arrangements with the Contract Administrator and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform the Contract Administrator when remedial works to the various parts of the Works are completed.</p> <p>During the Rectification Period the Contractor will be advised by the Contract Administrator of defects that have occurred. Such defects shall be categorised by the Contract Administrator and dealt with by the Contractor as described hereafter.</p> <p>In the event that the Employer at his sole discretion considers a defect life threatening or extremely significant, on-site staff, or others employed by the Employer, may remedy or temporarily make good such defects without first informing the Contractor.</p> <p>Such actions by the Employer shall neither absolve the Contractor of his responsibility to maintain the works, nor shall the Contractor be entitled to recover any costs that he may incur as a result of later providing the permanent remedy to the defect in accordance with the following categories. In addition the Employer may recover the cost of the temporary remedy from the Contractor.</p> <p>a) Category A - Urgent The Contractor shall attend the site within 12 hours, and remedy the defect within 24 hours of the receipt of the notice from the Contract Administrator.</p> <p>b) Category B - Essential The Contractor shall attend the site within 3 days and remedy the defect within 7 days of the receipt of the notice from the Contract Administrator.</p> <p>c) Category C - Non urgent The Contractor shall attend the site and make good the defects within the Rectification Period.</p> <p>If the Contractor is unable to obtain parts or materials within the time dictated by the Categories described above the following action will be taken:-</p> <p>a) Inform the Contract Administrator of the non-availability of the parts or materials and submit in writing proposals for a temporary repair and request approval.</p> <p>b) On receipt of the approval carry out the temporary repair at no cost to the Employer.</p> <p>c) Agree with the Contract Administrator a date when the final making good shall be completed.</p>	Itm			
	001/26	To Collection	£	£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A34 SECURITY/SAFETY/PROTECTION</u>					
<u>GENERALLY</u>					
A	<p>CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2007: Under his responsibilities in accordance with the above legislation the client hereby draws the Contractor's attention to the fact that the Construction (Design and Management) Regulations 2007 will apply fully to this Contract.</p> <p>The Contractor is required to read and comply with all recommendations contained in the code of practice relating to the Regulations "Managing Construction for Health & Safety" and "Management of Health and Safety at Work" published by the HSE.</p> <p>Allow for all costs of fulfilling the role of "Principal Contractor" under the terms of the CDM Regulations.</p> <p>The Contractor shall be responsible for all matters of Health, Safety and Welfare relative to this Contract during the Contract period.</p> <p>The Tenderer shall review the design and the Pre-Construction Information in detail, including methods of working, etc., specifically applicable to this contract, that require consideration to comply with CDM Regulations and that will be provided for in his formal Health and Safety plan.</p> <p>The preferred Tenderer shall, prior to acceptance of his tender, resolve any queries with the Contract Administrator and/or Principal Designer, take over, develop, update and publish his formal Health and Safety Plan and take full responsibility for construction of the project in accordance with the Plan and CDM Regulations.</p> <p>No claim for additional costs, nor for an extension of time for the completion of the Works, will be considered for complying with the CDM Regulations.</p> <p>Promptly provide the Principal Designer with any further information throughout the course of the Contract in order that he can review, amend or add to the Health and Safety File, including the provision of record documentation etc., in order to comply with CDM Regulations.</p>	Itm			
B	<p>EXECUTION HAZARDS: Common hazards are not listed. Control by good management and site practise.</p> <p>Significant hazards; refer to the Pre-Construction Information for details of any identified significant hazards.</p>	Itm			
C	<p>PRODUCT HAZARDS: Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Occupational Exposure Limits.</p> <p>Common hazards are not Listed. Control by good management and site practise.</p> <p>Significant hazard refer to the Pre-Construction Information for details of any identified significant hazards regarding specified construction materials.</p>	Itm			
D	<p>CONSTRUCTION PHASE HEALTH AND SAFETY PLAN: Submission: Present to the Employer/Client not later than two weeks before commencement of work on site unless otherwise agreed.</p> <p>Confirmation: Do not start any enabling or construction work on site until the Employer has confirmed in writing that the Construction Phase Health & Safety Plan includes the procedures and arrangements required by the CDM Regulations.</p> <p>Content: Develop the plan from and draw on the Outline Construction Health & Safety Plan, as Section A30, and the Pre-Construction Information Document.</p> <p>Liaise with the Principal Designer, keep all requisite records and comply in all respects with the requirements of the Construction (Design and Management) Regulations 2007.</p> <p>Hand over to the CDM Co-ordinator prior to Practical Completion all documents and information reasonably required by him and listed in the Pre-Construction Information Document. Pursuant to Regulations 20(2)(e) of the Construction (Design and Management) Regulations 2007.</p> <p>The Contractor's attention is drawn to the fact that, under the terms of the Contract (Clauses 2.21 and 3.18.3), Practical Completion will not be achieved until the above conditions have been complied with.</p>	Itm			
E	<p>NATIONAL WORKING RULES FOR THE BUILDING INDUSTRY: The Contractor is to comply with the Working Rule Agreement as published by the Construction Industry Joint Council.</p>	Itm			
001/27 To Collection		£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A34 SECURITY/SAFETY/PROTECTION (CONT'D)</u>					
<u>GENERALLY (CONT'D)</u>					
A	<p>SECURITY: Adequately safeguard the site, the Works, products, materials and plant affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site and the Works.</p> <p>The Contractor shall provide all necessary facilities for the safeguarding of the works, materials and plant against damage and theft including those provided by all Sub-Contractors and Suppliers, or others working under separate Contract with the Employer. Provide all necessary watching, lighting, shelter and fuel for the security of the works and the protection of the public.</p>	Itm			
B	<p>STABILITY: Accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary. Prevent overloading. Details of design loads may be obtained from the Contract Administrator.</p>	Itm			
C	<p>PERMIT TO WORK PROCEDURES will be in operation for all of the following works:</p> <ul style="list-style-type: none"> - Interruption to power supplies/IT connections/fire and security alarms/telephone systems. - Interruption to mechanical service supplies. - Interruption to water supplies. - All hot works. <p><u>PROTECT AGAINST THE FOLLOWING:</u></p>	Itm			
D	<p>EXPLOSIVES: Do not use.</p>	Itm			
E	<p>NOISE: The Contractor's attention is drawn to Sections 60 and 61 of the Control of Pollution Act 1974. The Contractor will be responsible for complying with all requirements and restrictions imposed by this Act and must allow in his tender for all costs necessitated thereby. No instructions issued to the Contractor by the Contract Administrator shall relieve the Contractor from compliance with this Act. Comply generally with the recommendations of B.S. 5228: Part 1, Clause 9.3 for minimising noise levels during the execution of the Works. Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles. The Contractor's attention is particularly drawn to the fact that the use of portable music players and the like will not be allowed on the site.</p>	Itm			
F	<p>POLLUTION: Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways. If pollution occurs, inform the appropriate Authorities and the Contract Administrator without delay and provide them with all relevant information. The Contractor shall indemnify the Employer against any claim or action for damages arising from any pollution incident.</p>	Itm			
G	<p>PESTICIDES: Use: Only where specified or approved, and then only suitable products listed on www.pesticides.gov.uk.</p> <p>Restrictions: Work near water, drainage ditches or land drains must comply with the 'Guidelines for the use of herbicides on weeds in or near watercourses and lakes'.</p> <p>Containers: Comply with manufacturer's disposal recommendations, Remove from site immediately when empty or no longer required.</p> <p>Competence: Operatives must hold a BASIS Certificate of Competence, or work under supervision of a Certificate holder.</p>	Itm			
H	<p>NUISANCE: The Contractor must take all necessary precautions for the prevention of nuisance arising from dust, excessive noise and vibration, in any event dust will not be allowed to encroach into occupied buildings or circulation areas. The Contractor must discuss with the Contract Administrator measures he proposes to adopt to counter nuisances described above and must give notice of, and agree periods when noisy operations and operations causing vibrations are to be executed. The Contractor must comply with the prescribed quiet periods detailed in the A35 – Working Hours item, when noisy operations and operations causing vibrations cannot be executed.</p> <p>The Contractor must allow for dealing with any complaints in connection with alleged nuisance arising from the execution of the Works and for making such arrangements</p>	Itm			
	001/28 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A34 SECURITY/SAFETY/PROTECTION (CONT'D)</u>					
<u>PROTECT AGAINST THE FOLLOWING: (CONT'D)</u>					
NUISANCE: (CONT'D)					
and negotiations as may be necessary, including temporarily suspending any portion of the Works, and must include for everything required to enable the Works to be completed by the due dates, as no claims for lack of knowledge in this respect will be entertained.					
The Contractor's attention is drawn to the fact that should either the Contract Administrator deem it necessary to suspend the Works at any time, the Works shall cease forthwith until such time as an instruction is given to continue. After two hours and failing an instruction to proceed the Contractor shall seek approval from the Contract Administrator to recommence working.					
A	ASBESTOS BASED MATERIALS: Report immediately to the Contract Administrator any suspected asbestos based materials discovered during the works. Avoid disturbing such materials. Agree with the Contract Administrator methods for safe removal or encapsulation.	Itm			
B	ANTIQUITIES: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the works. Keep objects in the exact position and condition in which they were found.	Itm			
C	FIRE: Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with Joint Code of Practice "Fire Prevention on Construction Sites" published by the Construction Confederation and The Fire Protection Association (The Joint Fire Code). All cutting equipment and fuel for same, and other items of plant and equipment subject to fire hazard, must be safely and securely stored when not in use. The Contractor shall ensure that no materials arising from the work are burned on site. Emergency lighting shall be provided. Smoking will not be permitted on the site. Burning will not be permitted on site.	Itm			
D	INCLEMENT WEATHER: Allow for carefully covering up and protecting exposed works from inclement weather. The Contractor, as part of his best endeavours to prevent delay in the progress of the works, will be expected to adopt measures to prevent or minimize harmful effects of weather conditions on the works. The extent to which he has taken such measures will be taken into account when considering any notice of delay due to exceptionally adverse weather conditions.	Itm			
E	MOISTURE AND HUMIDITY: Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly, provide and maintain the necessary equipment, fuel and attendance for drying the works. Control the drying out and humidity of the Works and the application of heat to prevent blistering and failure of adhesion, damage due to trapped moisture and excessive movement.	Itm			
	001/29 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A34 SECURITY/SAFETY/PROTECTION (CONT'D)</u>					
<u>PROTECT AGAINST THE FOLLOWING: (CONT'D)</u>					
A	<p>WASTE: Remove rubbish, debris, surplus material and spoil regularly and keep the site and Works clean and tidy. Remove all rubbish, dirt and residues from voids in the construction before closing in.</p> <p>Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority. Remove all surplus hazardous materials and their containers regularly for disposal offsite in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations.</p> <p>Retain waste transfer documentation on site.</p> <p>No unauthorised persons may have access or take possession of works materials.</p>	Itm			
B	<p>ELECTROMAGNETIC INTERFERENCE: Take all precautions to avoid excessive electromagnetic disturbance of apparatus and specialist equipment outside the site.</p>	Itm			
C	<p>LASER EQUIPMENT: Install, use and store construction laser equipment in accordance with B.S. EN 60825-1 and the manufacturer's instructions. Use either Class 1 or Class 2 laser equipment, ensuring that the laser beam is not set at eye level and is terminated at the end of its useful path. The use of Class 3A and Class 3B laser equipment will not be permitted without the approval of the Contract Administrator and subject to the submission of a method statement on its safe use.</p>	Itm			
D	<p>POWER ACTUATED FIXING SYSTEMS: use is not permitted on site.</p>	Itm			
E	<p>WORK IN ALL SECTIONS: Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.</p> <p>The Contractor shall be responsible for any damage to adjoining buildings, structures, public and private roads, and footpaths fencing, gates, underground and overhead services, mains, waterways, and all other property of every kind and description, if caused by or attributable in any way to the execution of this contract, and all damages shall be made good to the satisfaction of the Contract Administrator and all authorities and/or other parties concerned, at the Contractors sole expense. The Contractor shall indemnify the Employer against any claims for damage caused, howsoever caused.</p>	Itm			
F	<p>EXISTING SERVICES: Notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations. Before starting work check positions of existing services. Where positions are not shown on drawings, obtain relevant details from Service Authorities or other owners. Observe Service Authorities' recommendations for work adjacent to existing services.</p> <p>Adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or other owners.</p> <p>If any damage to services results from the execution of the Works, notify the Contract Administrator and appropriate Service Authority without delay. Make arrangements for the work to be made good without delay, to the satisfaction of the Service Authority or other owner as appropriate. Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.</p> <p>Replace any marker tapes or protective covers disturbed during site operations to the Service Authorities' recommendations.</p>	Itm			
G	<p>MAINTENANCE OF PUBLIC AND PRIVATE ROADS AND FOOTPATHS: The Contractor shall be responsible for all damage to roads or streets (whether public or private) arising out of, or in the course of, or by reason of the execution of the Works. The Contractor shall be responsible at all times for keeping roads or streets immediately adjacent to the site of the Works free from mud, dirt, rubbish, etc, arising as aforesaid, and for the observance of any bye-law or regulation imposed by a competent authority requiring roads or streets to be kept free from mud, dirt, rubbish, etc.</p> <p>The Contractor shall observe the requirements of the Local Government (Miscellaneous Provisions) Act, 1976, controlling the depositing or mixing of mortar, cement, etc.</p>	Itm			
	001/30 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING					
A	SCOPE: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.	ltm			
B	USE OF THE SITE: See section A12.	ltm			
C	SEQUENCE OF WORKS: The Contractor is to carry out the work in a sequential manor or concurrently to ensure the completion date is achieved and the Contractor is to ensure sufficient resource is provided to achieve this.	ltm			
D	WORKING HOURS: Normal working hours on this contract will be 0800 hrs to 1800 hrs Monday to Friday. Working on outside of these hours or at weekends will be by agreement with the Contract Administrator only. No works shall be permitted outside of normal working hours without the prior approval of the Contract Administrator. There shall be no working permitted on Sundays, Bank Holidays or National Holidays. If a relaxation of this condition is required at any time to allow work outside those times, the prior agreement must be obtained from the Council Environmental Protection Section or Council Area Planning Officer.	ltm			
E	WORK OUTSIDE NORMAL HOURS: obtain prior permission from the Contract Administrator to carry out work outside normal working hours which will also be subject to any Establishment Regulations, Special Restrictions, etc.	ltm			
G	CONTRACTOR SIGN IN PROCEDURE: The Contractor is to maintain a daily sign-in register for all management, visitors and contractors on site.				
H	WELFARE/OFFICE SPACE FOR THE WORKS: The Contractor shall ensure that there is a suitable office and welfare facility provided on site suitable for subcontractors, his own employees, the Employer, the Employer's Team and other visitors. The facilities are to be kept clean at all times.				
I	TRESPASS: the Contractor shall be responsible for the control of all workmen employed by him or Sub-Contractors on the site and shall prevent them from trespassing onto the adjoining land and shall indemnify the Employer from any claim so arising.	ltm			
001/31 To Collection		£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A36 FACILITIES/TEMPORARY WORK/SERVICES</u>					
<u>GENERALLY</u>					
A	<p>LOCATIONS: Inform the Contract Administrator of the intended siting of all temporary works and services.</p> <p>Maintain, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good.</p>	Itm			
B	<p>PLANT, TOOLS, VEHICLES AND EQUIPMENT: The Contractor shall provide everything necessary for the proper execution of the work including all requisite plant, tools, vehicles, gantries, chutes, tarpaulins, rods, pegs, moulds, templates, levels, tackle and other implements and conveniences required for the expeditious carrying out of the works in proper sequence.</p> <p>Comply with the Factories Act or other regulations governing the use of machinery guards and other safeguards for the protection of workpersons.</p>	Itm			
C	<p>GENERAL ACCESS SCAFFOLDING AND WORKING PLATFORMS: The Contractor is to comply with all current Health and Safety Regulations relating to the Height Regulations 2005. The Contractor is to provide, erect and maintain all necessary access scaffolding and other safe working platforms for the proper execution of the works, including moving, adapting as necessary during the course of the works, dismantling and removal on completion. All scaffolding work including erections, alterations and dismantling is to be carried out by qualified scaffolders.</p> <p>The Contractor shall include for the requirements for the scaffold installation within the Structural Engineers's Specification</p> <p>All working platforms must be capable of supporting the intended loads, adequately supported and braced, and provided with guard rails or barriers and toe boards. All scaffolding must be erected with legs/standards vertical and bearing on firm level ground using base plates, or on spreader boards if on soft ground.</p> <p>Tower scaffolds and other proprietary scaffold systems must be erected, used and dismantled in accordance with manufacturer's instructions. Mobile towers must have all wheels and outriggers locked and never be moved whilst in use or when loaded with materials. Only use internal ladders to access tower scaffolds, do not climb up the outside of the tower to reach the platform.</p> <p>Provide safe access to all scaffold/working platforms. Ladders are to be adequately tied to prevent slipping, correctly angled (75 degrees, i.e. 1 out of every 4 up), and extend 1m above the working platform.</p> <p>Inspections of scaffolding/working platforms are to be carried out by a competent person at maximum 7 day intervals and recorded in an Inspection Report. Should the Contractor remove any of his scaffolding/working platforms before ascertaining whether it is required by any sub-contractor he must re-erect it if required at his own expense.</p> <p>The Contractor is to provide a full breakdown of costs, fixed and time related, and a programme relating to that cost for the scaffold installation with their tender submission.</p>	Itm			
D	<p>MOBILE AND SUSPENDED ACCESS EQUIPMENT: (Including Mobile Elevating Work Platforms (MEWPs), Mast Climbing Work Platforms (MCWPs), temporary suspended access cradles and platforms).</p> <p>Mobile and other suspended access equipment must only be used where it is suitable for its intended purpose and only used by suitably trained and competent personnel.</p>	Itm			
E	<p>MOBILE AND SUSPENDED ACCESS EQUIPMENT:</p> <p>Equipment must only be installed or erected, or modified by specialist contractors and a handover certificate obtained covering safe working load, operation, maintenance and emergency procedures.</p> <p>Do not move equipment in an elevated position or operate close to overhead cables.</p>	Itm			
	001/32 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A36 FACILITIES/TEMPORARY WORK/SERVICES (CONT'D)</u>					
<u>SERVICES AND FACILITIES</u>					
A	LIGHTING: During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.	Itm			
B	LIGHTING AND POWER: Provide all necessary temporary lighting and power required for the execution of the Works, including temporary connections. The Contractor is to allow for making all temporary connections, distribution about the site in accordance with CP 1017, alterations and adaptations as necessary and clearing away on completion and making good.	Itm			
C	WATER: Provide fresh potable water for the work. The Contractor is to allow for making all temporary connections, providing hoses, storage tanks, etc., alterations and adaptations as necessary and clearing away on completion and making good.	Itm			
D	TELEPHONES: Provide as soon as practicable after the Date of Possession a temporary on site telephone for use by the Contractor and Sub-Contractors at all times during normal working hours and for emergency purposes only outside normal working hours. Make arrangements (e.g. an external bell) to ensure that incoming calls are answered reasonably promptly. Allow for the cost of a modest number of calls made by those acting on behalf of the Employer. Contact names and telephone numbers for the site, Contractor's office and out of hours emergencies shall be supplied to the Contract Administrator at the commencement of the Contract.	Itm			
E	E-MAIL FACILITY: Provide as soon as practicable after the Date of Possession a suitable on site E-mail facility, for use by the Contractor and Sub-Contractors. Allow for the cost of a modest number of transmissions made by those acting on behalf of the Employer.	Itm			
F	BENEFICIAL USE OF INSTALLED SYSTEMS: Unless specific permission is given by the Employer and installer, the permanent supply, disposal, mechanical, electrical, communications, transport and access systems may not be used for any purpose other than running in, testing and commissioning. Where permission is given for any other use of a system before practical completion of the works it must be subject to a separate written agreement between the parties and in accordance with the recommended procedures given in NJCC Guidance Note 10.	Itm			
G	THERMOMETERS: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.	Itm			
H	SAFETY HEALTH AND WELFARE OF WORKPEOPLE: The Contractor shall ensure that all safety and welfare measures required under or by virtue of the provisions of any enactment, or regulations or the working rules of any industry are strictly complied with. The Contractor shall provide and maintain on site all necessary facilities for his own employees and for those employed by all Sub-Contractors. The Contractor shall designate all sites as hard hat areas unless the work is being carried out internally amidst occupied premises	Itm			
I	DRYING THE WORKS: Allow for providing all necessary temporary heating, including fuel, which may be required to enable the works to proceed at all times, including that required to enable workpeople to work during inclement weather, to protect the works from damage due to frost and to enable trade to follow upon trade. The use of permanent heating systems will not be allowed without the consent of the Contract Administrator. Provide all necessary temporary equipment, fuel and attendance for drying and controlling the humidity of the Works.	Itm			
J	SMALL PLANT AND TOOLS: The Contractor shall provide all plant and tools necessary for the completion of the Works and shall maintain and remove same on completion. All plant and tools shall comply with current Statutory Regulations and Orders and power tools are to be a maximum of 110 volts.	Itm			
	001/33 To Collection	£		£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A36 FACILITIES/TEMPORARY WORK/SERVICES (CONT'D)</u>					
<u>SERVICES AND FACILITIES (CONT'D)</u>					
A	PERSONAL PROTECTIVE EQUIPMENT: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified: Safety helmets to B.S. EN 397, neither damaged nor time expired. Number required: 2. High visibility waistcoats to B.S. EN 471 Class 2. Number required: 2. Safety boots with steel insole and toecap to B.S. EN ISO 20345. Pairs required 2. Disposable respirators to B.S. EN 149. FFP1S. Eye protection to B.S. EN 166. Ear protection – muffs to B.S. EN 352-1, plugs to B.S. EN 352-2. Hand protection – to B.S. EN 388, 407, 420 or 511 as appropriate.	itm			
	001/34	To Collection	£	£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A37 OPERATION/MAINTENANCE OF THE FINISHED BUILDING</u>					
A	<p>EMPLOYER'S COMMISSIONING PERIOD: all mechanical and electrical services installations must be complete and operational before final commissioning can take place. All items of plant, such as boilers, pumps and motorised valves shall be pre-commissioned as far as practically possible prior to the final commissioning by the Employer.</p> <p>Practical completion will not be given until the commissioning requirements laid out in the Specification have been met.</p> <p>All builders' works within the building zones to be commissioned must be complete so that the systems can be tested in a finished environment</p>	Itm			
B	<p>THE BUILDING MANUAL: Purpose: The Building Manual (incorporating the Health and Safety File) is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the finished project and its systems to enable efficient and safe operation and maintenance.</p> <p>Where the Contractor deems a section or sub-section to be "not applicable" they shall seek confirmation in writing from the Contract Administrator.</p> <p>Compilation:</p> <ul style="list-style-type: none"> - Prepare all information for Contractor Designed work including as-built drawings. - Obtain or prepare all other information to be included in the Manual. <p>Content:</p> <p>PART 1: GENERAL: Content as detailed below.</p> <p>PART 2: BUILDING FABRIC: Content as detailed below.</p> <p>PART 3: BUILDING SERVICES: Content as detailed below.</p> <p>PART 4: THE HEALTH AND SAFETY FILE: Content as detailed below</p> <p>PART 5: THE BUILDING USER GUIDE: Content as detailed below</p> <p>A complete draft of the manual must be submitted to the Contract Administrator for comment not less than 2 weeks before the date of submission of the final copies of the Manual.</p> <p>The Contractor must not proceed with production of the final copies of the Manual until authorised to do so by the Contract Administrator.</p> <p>The Contractor is to provide the Project Manager with 2 paper copies and 1 electronic copy not less than 2 weeks after the date of Practical Completion.</p>	Itm			
C	<p>CONTENT OF THE BUILDING MANUAL PART 1: GENERAL Obtain and provide the following, including all relevant details not included in other parts of the Manual:</p> <p>Index:</p> <ul style="list-style-type: none"> • List of the constituent parts of the manual, together with their location in the document. <p>The Works:</p> <ul style="list-style-type: none"> • A description of the works. • Details of ownership. • Health and safety information – other than that specifically required by the Construction (Design and Management) Regulations. <p>The Contract:</p> <ul style="list-style-type: none"> • The parties: Names, addresses (including e-mail), telephone and fax numbers of the Consultants and designers, Authorities and statutory undertakers plus copies of consents and approvals, Contractors, Sub-Contractors, suppliers and manufacturers. • Overall design criteria <p>Operational requirements and constraints of a general nature:</p> <ul style="list-style-type: none"> • Maintenance contracts and contractors. • Emergency procedures and contact details in case of emergency • Description and location of other key documents 	Itm			
	001/35	To Collection	£	£	

		Fixed Charge		Time Related	
		£	p	£	p
<u>A37 OPERATION/MAINTENANCE OF THE FINISHED BUILDING (CONT'D)</u>					
A	<p>CONTENT OF THE BUILDING MANUAL PART 2: BUILDING FABRIC/SERVICES Obtain and provide the following, including all relevant details not included in other parts of the Manual:</p> <p>Design criteria:</p> <ul style="list-style-type: none"> • Loadings • Durability of individual components and elements • Loading restrictions • Insulation values • Fire ratings • Other performance requirements. <p>Construction of the building:</p> <ul style="list-style-type: none"> • A detailed description of methods and materials used. • As-built drawings recording details of construction, together with an index. • Maintenance of the building fabric: Instructions for general maintenance detailing work to be done, acceptable tolerances and frequency of operation. • Product details: Copies of manufacturer's current literature including COSHH data sheets and recommendations for cleaning, repair and maintenance. • Environmental and trafficking conditions: Details of those that may result in damage/disfigurement. • Guarantees, warranties and maintenance agreements: Obtain from suppliers, Sub-Contractors and manufacturers. • Test certificates and reports required in the specification and by the Building Regulations. 	Itm			
B	<p>PRESENTATION OF BUILDING MANUAL: Format: A4 size, plastic covered, loose leaf, four-ring binders with hard covers, each indexed, divided and appropriately cover titled.</p> <p>Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.</p> <p>As-built drawings: The main sets may form annexes to the Manual.</p>	Itm			
C	<p>TRAINING OF EMPLOYER: Before Practical Completion the Contractor is to explain and demonstrate to Employer's Representatives the purpose, function and operation of the installations including all items and procedures listed in the Building Manual.</p> <p>Obtain signed confirmation that specified training has been received, including details of training given, names and designation of personnel present and date training carried out.</p>	Itm			
D	<p>SPARE PARTS: Details: Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock by the Employer for maintenance of the services installations.</p> <p>Include in the priced schedule for:</p> <p>Manufacturer's current prices, including packaging and delivery to site.</p> <p>Checking receipt, marking and numbering in accordance with the schedule of spare parts.</p> <p>Referencing to the plant and equipment list in Part 3 of the Building Manual.</p> <p>Painting, greasing, etc., and packing to prevent deterioration during storage.</p> <p>Latest date for submission: One week before the date for completion stated in the contract.</p>	Itm			
E	<p>TOOLS: General: Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment together with suitable means of identifying, storing and securing same.</p> <p>Quantity: Two complete sets.</p> <p>Time of submission: At Completion.</p>	Itm			
001/36 To Collection		£		£	

			Fixed Charge			Time Related	
			£	p		£	p
	<u>A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF</u>						
A	MANAGEMENT AND STAFF: The Contractor is to allow for all salary and wage costs of management and staff required and encompassing the following:- a. National Insurance Contributions. b. Pensions. c. National minimum wage d. Annual and public holidays. e. Travelling time, expenses, fares and transport. f. Subsistence and lodging allowances. g. Guaranteed time. h. Incentive and bonus payments and operations of such schemes, non-productive time and all costs of overtime working. i. Sick pay. j. Guaranteed minimum bonus. k. Severance pay and obligations under the Redundancy Payments Act. l. Training board levies. m. Any other disbursements arising from the employment of labour.	Itm					
	001/37	To Collection	£		£		

			Fixed Charge			Time Related	
			£	p		£	p
A	<u>A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION</u> For details of site accommodation required or made/not made available by the Employer see Section A36. SITE ACCOMMODATION	Itm					
	001/38	To Collection	£		£		

			Fixed Charge		Time Related	
			£	p	£	p
<u>A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES</u>						
For details of services and facilities required or made/not made available by the Employer see Section A36.						
A	POWER	ltm				
B	LIGHTING	ltm				
C	FUELS (excluding fuels for testing and commissioning)	ltm				
D	WATER	ltm				
E	TELEPHONE AND ADMINISTRATION	ltm				
F	SAFETY, HEALTH AND WELFARE (see A34, A36)	ltm				
G	STORAGE OF MATERIALS (see A33 and A36)	ltm				
H	RUBBISH DISPOSAL (see A34)	ltm				
I	CLEANING (see A33)	ltm				
J	DRYING OUT (see A34 and A36)	ltm				
K	PROTECTION OF WORK IN ALL SECTIONS (see A34)	ltm				
L	SECURITY (See A34)	ltm				
M	MAINTAIN PUBLIC AND PRIVATE ROADS (see A34)	ltm				
N	SMALL PLANT AND TOOLS	ltm				
O	ADDITIONAL SERVICES AND FACILITIES ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as required:	ltm				
	001/39	To Collection	£		£	

			Fixed Charge			Time Related	
			£	p		£	p
A	<u>A50 WORK/PRODUCTS BY/ON BEHALF OF THE EMPLOYER</u>	itm					
	<p>THE FOLLOWING WORKS WILL BE UNDERTAKEN BY OTHERS DIRECTLY EMPLOYED BY THE EMPLOYER:</p> <p>- See A13 (001/5B).</p>						
	001/40	To Collection	£		£		

			Fixed Charge			Time Related	
			£	p		£	p
A	<p><u>A54 PROVISIONAL WORK/ITEMS</u></p> <p>PROVISIONAL SUMS FOR DEFINED WORK</p> <p>Where work cannot be described in adequate detail it shall be given as a Provisional Sum and identified as for either defined or undefined works as appropriate.</p> <p>A Provisional Sum for defined work is a sum provided for work which is not completely designed but for which the following information shall be provided:</p> <p>a) The nature and construction of the work.</p> <p>b) A statement of how and where the work is fixed to the building and what other work is to be fixed thereto.</p> <p>c) Any specific limitations and the like identified in Section A35.</p> <p>Where Provisional Sums are given for defined work the Contractor will be deemed to have made due allowances in programming, planning and pricing Preliminaries. Any such allowance will only be subject to adjustment in those circumstances where the above information is varied.</p>	Itm					
	001/41	To Collection	£		£		

		Fixed Charge		Time Related	
		£	p	£	p
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Page Nr 001/26					
Page Nr 001/27					

[illegible]

SECTION 3

PRICING DOCUMENT

SECTION 4

FORM OF TENDER

FORM OF TENDER

Sirs,

I/We the undersigned having read the letter of invitation to tender and terms and conditions of contract, delivered to me/us, and having examined the Employer's Requirement Document referred to there in and do hereby offer to execute and complete the whole of the works as described for the fixed price of:

.....

..... (£ :) excluding V.A.T.

and will commence works on2024 with completion on the

I/We agree that this offer shall remain open for consideration for ninety days from the date set for the receipt of tenders and agree that unless and until a formal agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall not constitute a binding Contract between us.

I/We further undertake, in the event of your approval of our tender, to execute with the Employer a formal Contract embodying all the conditions and terms contained in our offer.

For and on behalf of:

Address:

.....

Date: Signature:

Name (in capitals): Position:

NOTES

This project is part-funded by the UK Government through the UK Shared Prosperity Fund. Cornwall Council has been chosen by Government as a Lead Authority for the fund and is responsible for monitoring the progress of projects funded through the UK Shared Prosperity Fund in Cornwall and the Isles of Scilly.



Funded by
UK Government



Council of the
ISLES OF SCILLY



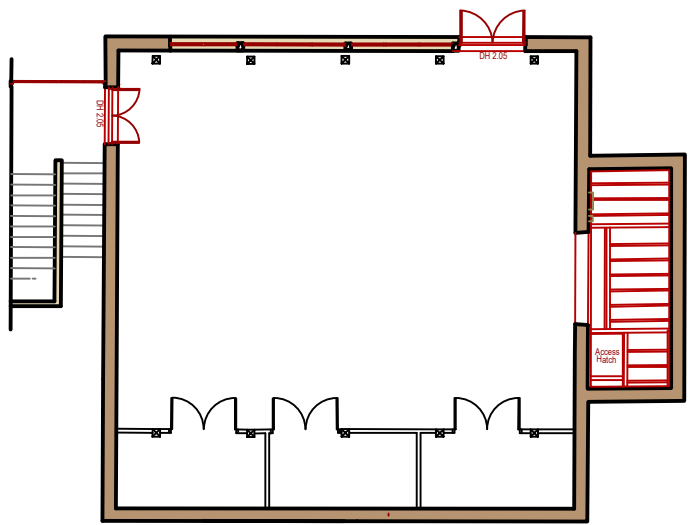
APPENDIX A

Preconstruction Information (PCI)

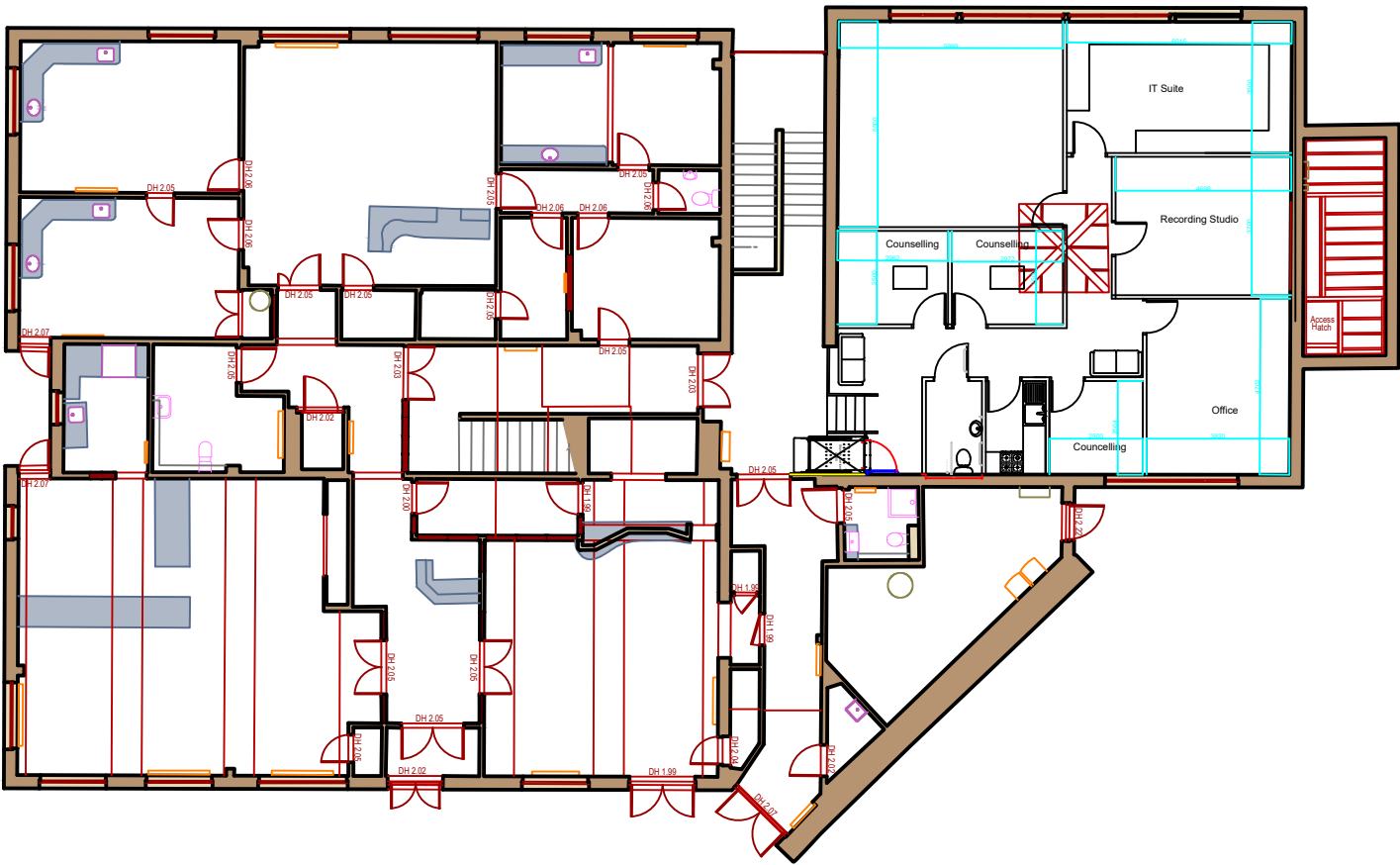
Not used

APPENDIX B

Architect Information



Lower Ground Floor



Ground Floor

DO NOT SCALE FOR CONSTRUCTION PURPOSES: All dimensions to be checked on site and verified prior to commencing works / manufacture. Any stated dimensions are given in mm unless annotated differently. Any discrepancies to be reported as soon as practicably possible to Crossley Hill Ltd. This drawing is copyright and may not be reproduced in any form or by any means nor for any purpose without written permission of Crossley Hill Ltd.

Notes

Revisions

Ref	Date	Revision Detail
0	XX.XX.XXXX	Original

Client

TRELYA

Property Address
LESCUDJACK CENTRE, PENZANCE

Drawing Title
PROPOSED FLOOR PLANS

Job Number
CH19480

Drawing No: 0002-BR Rev: 0

Scale: 1:200 Paper Size: A2

Author: DH Checked By: PC



Crossley Hill
Chartered Surveyors

Crossley Hill Chartered Surveyors
5 Frances Street, Truro, Cornwall, TR1 3DN
enquiries@chsurveyors.com
www.chsurveyors.com

APPENDIX C

Mechanical and Electrical Information

Refer to Pricing Document

APPENDIX D

Structural and Civil Engineer Information

APPENDIX E

Employer Documents – No Additional Information

APPENDIX F

Programme

APPENDIX H

Contractor Designed Portion Information – Refer to preliminaries.

APPENDIX G

Surveys - No Surveys

APPENDIX I

Planning Information – No Planning Requirements

APPENDIX J

Funding Requirements – Refer also to ITT

APPENDIX K

Warranties – Refer to ITT

APPENDIX L

Non Completion Damages – Refer to Preliminaries

APPENDIX M

Amendments to Contract – Refer to Preliminaries

APPENDIX N

Queries

APPENDIX O

Specific Drawings – No additional information

APPENDIX P

Photographs – No additional information

APPENDIX Q

Mood Boards – No additional information

APPENDIX R

Quality Questions – Repeated as included in ITT