**Response to second Group of Questions from Bidders 12/11/17**

**Q 5**

ITT states bidders must be *qualified* to act as Principal Designer (PD). ITT does not identify that PD services are required under section 2 Project specifications.

1. Can we effectively read *competent* in lieu of *qualified*, given that whilst relevant training is available there is no formal professional qualification for Principal Designers?
2. Is the Principal Designer role to be included in the Tender submission?

**A 5**

1. An individual or individuals who are demonstrably competent would be acceptable.
2. The Principal Designer role shall be included in the Tender Submission.

**Q 6** ITT 2.9 calls for £10m professional indemnity insurance cover. This seems excessive for the scale of project, and is likely to attract higher professional fees than a lower but still robust amount of cover. Would £5m PII cover (each and every claim) be acceptable?

**A 6** The value of PII insurance cover was taken into consideration together with the level of turnover and contractual arrangements for the lead member of the professional teams. The value specified is considered appropriate.

**Q 7** ITT 2.11 calls for Lead Consultant collateral warranty. We presume this relates to design services which will be completed post-Novation. We would consider that the Employer would be better protected by individual collateral warranties from all sub-consultants to the Lead Consultant, and presume this would be acceptable to the Employer.

**A 7** The ITT identified the “Lead Consultant” with whom WPT would contract. The Lead Consultant would have contractual arrangements with the other professional organisations providing services. Hence the reason for specifying step in rights for WPT to the Lead Consultant. This arrangement would be Novated to the successful Contractor.